

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

## Registration Form For Online Solicitations

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

Number:	RFP F16-019
Title:	Pre-Plus Child Development Services (For the Islands of Hawaii and Oahu)
Deadline:	2:00 p.m. Hawaii Standard Time, November 4, 2015
Contact Person:	Rex Shilo
Contact's e-mail Address:	<a href="mailto:Rex_Shilo@notes.k12.hi.us">Rex_Shilo@notes.k12.hi.us</a>

### Offeror Information

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

State of Hawaii  
Executive Office on Early Learning

## **Request for Proposals**

**RFP No. F16-019**

### **Pre-Plus Child Development Services**

October 1, 2015

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

October 1, 2015

## **REQUEST FOR PROPOSALS**

### **Pre-Plus Child Development Services RFP F16-019**

The Executive Office on Early Learning (EOEL) through the Hawai'i State Department of Education (HIDOE), is requesting proposals from qualified providers to furnish child development programs to three (3) and four (4) year old children statewide which will prepare them for a successful transition to Kindergarten. The contract term will be from December 28, 2015, through December 27, 2016. Multiple contracts may be awarded under this request for proposals (RFP).

Proposals shall be mailed, postmarked by the United States Postal Service on or before November 4, 2015, and received no later than ten (10) days from the submittal deadline. Hand delivered proposals shall be received no later than 2:00 p.m., Hawaii Standard Time (HST), on November 4, 2015, at the drop-off site designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The EOEL will conduct an orientation *for the islands of Hawaii and Oahu* on October 8, 2015 from 10:00 a.m. to 11:00 a.m. HST, at the Executive Office on Early Learning, 1390 Miller St. Ekolu Conference Room #317, Honolulu, Hawaii 96813. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 2:00 p.m., HST, on October 12, 2015. All written questions will receive a written response from the EOEL on or about October 19, 2015.

Inquiries regarding this RFP should be directed to Rex Shilo, HIDOE Procurement and Contracts Branch (PCB) at 94-275 Mokuola St, Room 200, Waipahu, Hawaii 96797, by telephone at (808) 675-0130, or via email at [Rex\\_Shilo@notes.k12.hi.us](mailto:Rex_Shilo@notes.k12.hi.us).

# PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**NUMBER OF COPIES TO BE SUBMITTED:  
ONE (1) ORIGINAL  
AND  
FOUR (4) COPIES**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **November 4, 2015** and received by the state purchasing agency no later than **ten (10) days from the submittal deadline.**

## All Mail-ins

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

## RFP COORDINATOR

Rex Shilo, HIDEOE Procurement Office  
For further info. or inquiries  
Phone: (808) 675-0130  
(interest forms, written questions, etc.)

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **2:00 P.M., Hawaii Standard Time (HST), November 4, 2015.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 2:00 p.m. **November 4, 2015.**

## Drop-off Site

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

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# **Section 1**

## **Administrative Overview**



## 1.2 Website Reference

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

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

## 1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS) Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a

valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

## 1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

## 1.5 Contracting Office

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

Lauren Moriguchi, Director  
Executive Office on Early Learning  
Address: 1390 Miller St. #303, Honolulu, Hawaii 96813  
Telephone: (808) 586-3811  
Email: Lauren.K.Moriguchi@hawaii.gov

## 1.6 RFP Point-of-Contact

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

Rex Shilo, Procurement and Contracts Support Specialist  
HIDOE Procurement and Contracts Branch  
94-275 Mokuola Street, Room 200  
Waipahu HI 96797  
Tel: (808) 675-0130  
Email: Rex\_Shilo@notes.k12.hi.us

## 1.7 Orientation

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

**Date:** October 8, 2015      **Time:** 10:00 a.m. – 11:00 a.m.  
**Location:** HIDOE, Executive Office on Early Learning, 1390 Miller St.  
 Ekolu Conference Room # 317 Honolulu, HI 96813

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

## 1.8 Submission of Questions

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

Deadline for submission of written questions:

**Date:** October 12, 2015      **Time:** 2:00 p.m.      HST

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

**Date:** October 19, 2015

## 1.9 Submission of Proposals

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

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

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

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

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

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

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

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

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

Proposals must be mailed or delivered as prescribed above. Proposals submitted via facsimile, electronic media such as diskettes or CDs, or by other electronic means

**will not** be accepted. The applicant bears the sole responsibility for any such improperly submitted proposal.

## 1.10 Discussions with Applicants

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

## 1.11 Opening of Proposals

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

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

## 1.12 Additional Materials and Documentation

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

## 1.13 RFP Amendments

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

## 1.14 Final Revised Proposals

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

## 1.15 Cancellation of Request for Proposal

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

## 1.16 Costs for Proposal Preparation

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

## 1.17 Provider Participation in Planning

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

are required

are not required

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

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

## 1.18 Rejection of Proposals

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

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

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

## 1.19 Notice of Award

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

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

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

## 1.20 Protests

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

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

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

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Head of State Purchasing Agency	Name: Lauren Moriguchi
Title: Head of State Purchasing Agency	Title: Director Executive Office on Early Learning
Mailing Address: 94-275 Mokuola Street, Room 200, Waipahu, HI 96797	Mailing Address: 1390 Miller St. #303 Honolulu, HI 96813
Business Address: Same as above	Business Address: Same as above

## 1.21 Availability of Funds

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

## 1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are attached but may be viewed on the SPO website [http://spo.hawaii.gov/content\\_block/small/103d-general-conditions/](http://spo.hawaii.gov/content_block/small/103d-general-conditions/) . Special conditions may also be imposed contractually by the state purchasing agency, as

deemed necessary. Refer to **Attachment 1, Contract Minimum and Special Conditions**.

### **1.23 Cost Principles**

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

# **Section 2**

## **Service Specifications**

## Section 2

# Service Specifications

### 2.1 Introduction

#### A. Overview, purpose or need

The purpose of this Request for Proposal (RFP) is to procure the services of a private child development services provider to operate the Pre-Plus Child Development Services program at the following Oahu elementary schools: Aiea, Jefferson, Ka'ala, Kailua, Salt Lake, Wahiawa, Waiiau, Waimanalo, Waipahu and Fern, and Keonepoko School on the Big Island.

This RFP is issued by the HDOE. EOEL shall administer any Contract and services that result from this RFP and associated services, and assist in the RFP Process.

Refer to Exhibit A, Service Requirements and Activities, 1. Introduction.

#### B. Planning activities conducted in preparation for this RFP

Pursuant to the Hawaii Administrative Rules Section 3-142-202, the EOEL conducted planning activities, including the following:

1. A Request for Information (RFI) was issued on September 9, 2015 and posted on State of Hawaii Procurement Office website. The comments received from respondents were reviewed to help assist in improving service specifications to better achieve program goals;
2. Reviewed and analyzed information from program monitoring and evaluation reports of current provider organizations; and,
3. Assessed existing State contracts for Pre-Plus Child Development services, and the information, suggestions and comments received from other state agencies regarding the services and cooperative strategies used towards progress for achieving shared goals.

#### C. Description of the service goals

All of Hawaii's children should have the opportunity to attend a quality child development program. With positive early childhood experiences, children will be healthy, curious, socially aware, and ready to start Kindergarten with their classmates.

The goals of this service are to:

1. Expand the number of enrollment opportunities in child development programs for underserved or at-risk children ages three (3) and four (4) years old;
2. Provide quality child development programs in which children are safe, healthy, and ready to learn; and,
3. Promote developmentally appropriate practice and prepare children for a successful transition into Kindergarten.

**D. Description of the target population to be served**

The service is targeted to benefit underserved and at-risk children who are three (3) and four (4) years of age.

Priorities for enrollment are:

- Children whose families' incomes fall at or below the 200% of the Federal Poverty Level (FPL), or roughly 82% of the State Median Income (SMI); and,
- Children who reside in the school district of the Pre-Plus Child Development Services Site.

Although Pre-Plus Child Development Services is focusing on this group, children from families of any income level and from any school district may be served at a Pre-Plus Child Development Services facility.

It is also understood that children who become (5) years old while enrolled in the Pre-Plus Child Development Services program, can continue to be served until they are eligible to enter Kindergarten on the first instructional day of that school year, based on the HIDOE's calendar.

**E. Geographic coverage of service**

The Pre-Plus Child Development Services sites are sought for various elementary schools across Oahu and one location on Hawaii Island:

Oahu:

Aiea Elementary School, 99-370 Moanalua Road, Aiea, HI 96701  
Jefferson Elementary School, 324 Kapahulu Avenue, Honolulu, HI 9681  
Ka'ala Elementary School, 130 California Avenue, Wahiawa, HI 96786  
Kailua Elementary School, 315 Kuulei Road, Kailua, HI 96734

Salt Lake Elementary School, 1131 Ala Liliko'i Street, Honolulu, HI 96818  
 Wahiawa Elementary School, 1402 Glen Avenue, Wahiawa, HI 96786  
 Waiau Elementary School, 98-450 Hookanike Street, Pearl City, HI 96782  
 Waimanalo Elementary School, 41-1330 Kalaniana'ole Hwy, Waimanalo, HI 96795  
 Waipahu Elementary School, 94-465 Waipahu Street, Waipahu, HI 96797  
 Fern Elementary School, 1121 Middle Street, Honolulu, HI 96819

Hawaii Island:

Keonepoko Elementary School, 15-890 Kahakai Boulevard, Pahoa, HI 96778

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

The State shall provide a facility, rent-free, to a private child development program provider. There is no funding available for operating costs. All costs incurred for utilities and maintenance will be the responsibility of the provider and paid as a fixed monthly maintenance fee (which currently ranges from \$85 - \$305 dependent upon the number of classrooms and whether they have air conditioning) by the 5<sup>th</sup> work day of the month to the HIDOE Auxiliary Services Branch (ASB). The maintenance fee shall be determined by ASB and subject to change annually in July.

The contract with the provider that allows the operation of a program at the Pre-Plus Child Development Services facility shall continue on an annual basis, based on satisfactory performance as evaluated the EOEL or an appointed designee. The evaluation will be contingent upon contract requirements between the provider and the EOEL.

**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 – Program Goals and Objectives are met as per the program reporting requirements. See Exhibit A, B. (Management Requirements.)
- (2) Output Measures – Not applicable to this RFP
- (3) Quality of Care/Quality of Services – same evaluation criteria as item (1) above
- (4) Financial Management – Not applicable to this RFP
- (5) Administrative Requirements – see III Scope of Work, B, 2.

**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 at:

<http://www.spo.hawaii.gov>.

Click on *For Vendors*

Click on *Vendor Guide*

Click on *Methods of Procurement*

Click on *Health & Human Services*

Click on *Competitive Purchase of Services Procurement Method*

Click on *Cost Principles (Rev. 9/2011)*

2. When a disagreement arises between the contracted organization and the State regarding the performance of specific service activities within the contracted specifications, the wishes of the State shall prevail. Failure on the part of the contracted organization to comply shall be deemed cause for corrective action and subject to contractual remedies.
3. The applicant must have at least three (3) years' experience in operating a DHS licensed group child care facility.
4. The children must be cared for in a DHS licensed group child care facility. The provider shall ensure that the appropriate staff qualifications, and teacher-child ratio regulations are maintained at all times during the hours of operation.
5. The applicant must be accredited through a nationally/DHS approved accreditation body (such as National Association for the Education of Young Children or National Early Childhood Program Accreditation) within three (3) years from the date of occupancy of a Pre Plus Child Development Services site. A Head Start Program must meet Head Start Program Performance Standards to be exempt from the accreditation requirement.
6. The PROVIDER must complete HIDEOE Forms BO-1 (Application for Use of School Buildings, Facilities, or Grounds) and BO-2 (Statement Indemnifying State Against Liability Claim) annually as part of the reporting requirements of the contract. (See Section 5, Attachments D, E) **Forms are for example only and are not required at this time of proposal submittal.**

**B. Secondary purchaser participation**

(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None.

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

Allowed                       Unallowed

Multiple Proposals: Applicants should submit a single proposal with a separate sheet for each school site that the applicant proposes to provide service to. Refer to Section 3 (IV) Service Delivery for instructions.

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

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

Single                       Multiple                       Single & Multiple

Criteria for multiple awards: Successful applicants must first meet all the requirements specified by the EOEL in this RFP. The criteria for multiple awards include, but are not limited to, the following:

A minimum score of eighty (80) points or higher, based on the criteria set forth in this RFP, must be achieved to be considered for an award. An award will be issued for each site to the applicant who achieves the highest score for that specific site. Prospective applicants may seek to provide services at only one site, or multiple sites. Depending on the responses and outcome of the RFP, a single applicant, or multiple applicants may receive awards. All Providers awarded are to meet all requirements specified by the EOEL.

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

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

Contract terms:

Initial Term of Contract	Twelve (12) months
Length of Each Extension	One (1) year
Number of Possible Extensions	Four (4) extensions
Maximum Length of Contract	Five (5) Years
Initial Period	The initial contract period shall commence on the contract start date.
Conditions for Extension	Contract may be extended provided that the agreement to extend is in writing, is contingent upon potential changes to the EOEL’s approach to service delivery, availability of funding, and mutual agreement

## 2.4 Scope of Work

### **The scope of work encompasses the following tasks and responsibilities:**

The PROVIDER shall outline a plan of action that describes the scope and detail of how the proposed work will be accomplished. The plan should account for all functions or activities identified in the application, including the location, the hours, days, and months of operation, enrollment procedures, age of children, and a schedule of services for the hours of operation. Describe any special features of the program operations design, curriculum, provisions for accommodating children with special needs, and plans for parent, HIDOE, and community involvement.

The design and management component shall include program governance, management systems and procedures, human resources management, facilities, materials and equipment.

If the applicant is proposing a new program, the applicant shall provide a detailed start-up plan. The plan shall include tasks, activities, personnel, and timeframe. The plan shall clearly show how the applicant would have the program established with necessary staffing to meet the anticipated enrollment and provide the required services in the applicable geographic area by December 28, 2015.

Refer to **Exhibit A, Service Requirements and Activities, 1. Introduction** for more information.

### **A. Service Activities**

- The applicant shall describe in detail a plan for provision of the required services, including program design, enrollment procedures and approach to providing child development opportunities for the target age and income group to be served, to include children of all ability levels and with varying needs.
- The applicant shall describe in detail all functions and activities identified in the application as tasks and responsibilities for the provision of a quality child care program in which children are safe, healthy, and ready to learn. Applicant shall include details of schedule and hours, days and months of operation.
- The applicant shall describe in detail the delivery and daily oversight of the curriculum, collaboration with HIDOE, linkages between school, families and other service providers, and the incorporation of transition strategies which will be used to promote developmental readiness and prepare children for a successful transition into kindergarten.

**B. Management Requirements (Minimum and/or mandatory requirements)****1. Personnel**

- The applicant shall demonstrate staffing ratios of 1 adult to every 10 students, with the class size not to exceed 20 students.
- The applicant shall demonstrate that personnel possess knowledge and understanding of developmentally appropriate practice in the implementation of child development services for three (3) and four (4) year old children of all ability levels and with varying needs, with respect to social/emotional, communication, self-help and cognitive skills.
- The applicant shall provide a clearly detailed and viable plan for obtaining necessary staff, student/staff ratio, plans for continuity of service activities in the event of staff illness, emergencies or vacancies. The applicant will also demonstrate that proposed caseload capacity is appropriate for services proposed.
- The applicant shall describe the minimum qualifications (including experiences) for staff assigned to the program, including written policies and procedures for staff hiring and supervision.
- The applicant shall demonstrate the ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. The applicant shall describe the training program and will include how often training will occur, and what the training entails with respect to learner outcomes including target population and specific targets.
- The applicant shall submit “organization-wide” and “program” charts which reflect the position of each staff and line of responsibility/supervision with the inclusion of approach and rationale for the structure, functions and staffing of the proposed organization for the overall service activity and task. The applicant shall describe the organization’s capability and experience in performing this service, including the qualifications of the project manager/director and other key personnel.

**2. Administrative**

Refer to Exhibit A, Service Requirements and Activities, B. Management Requirements:

Confidentiality Requirements

Sentinel Event/Incident Notification Reports

Use of Restraints Policy

**3. Quality assurance and evaluation specifications**

The applicant shall submit a quality assurance plan which includes the methodology for monitoring administrative and program functions; procedures for evaluation of performance including how outcomes of services will be measured and how effectiveness will be evaluated; procedures to resolve problems and improve program as needed.

**4. Output and performance/outcome measurements**

The applicant will describe in detail how data will be collected in order to meet program and fiscal reporting requirements, and to assess quality assurance plans, including identification of staff roles and responsibilities for implementation of the plan.

The applicant shall describe plans to measure outcomes of required services and to evaluate the effectiveness of the program, including plans for the use of data for program improvement.

The applicant shall submit a plan for overall monitoring of services, including appropriateness of deliverables such as progress reports, timelines, and performance/outcome measures.

**5. Experience**

The applicant shall have a minimum of three (3) years of business in Hawai'i in operating a DHS licensed and accredited (or meeting Head Start Performance Standards) child development program for three (3) and four (4) year old children, including experience and understanding of how to address the needs of children who have special needs and familiarity and/or experience with Pre-Plus sites. The applicant shall indicate if their experience is with an accredited child care program or a Head Start program.

The applicant shall indicate how this experience will be applicable towards fulfilling the goals of the Pre-Plus Child Development Services program.

#### **6. Coordination of services**

The applicant will demonstrate knowledge of agencies, organizations or groups where collaboration and coordination are necessary in order to deliver satisfactory services for three (3) and four (4) year old children of all ability levels and with varying needs.

The applicant will include information on how collaboration with the HIDOE Principal and other organizations will result in the delivery of satisfactory transition services to support children as they enter kindergarten.

The applicant shall describe the agencies that it will coordinate its services with and indicate those with which it already has established partnerships.

The applicant shall provide a list of organizations, cooperating entities, and other key individuals and resources it will work with, along with a short description of the nature of their effort or contribution.

#### **7. Reporting requirements for program and fiscal data**

The applicant shall demonstrate that personnel costs are reasonable and comparable to positions in the community

The applicant shall demonstrate that non-personnel costs are reasonable and adequately justified

The applicant will demonstrate that the proposed budget supports the scope of service and requirements of the Request for Proposal

The applicant will demonstrate that the accounting system is adequate (as indicated in most recent audit report).

#### **C. Facilities**

The applicant shall demonstrate the ability to coordinate services to ensure that the Pre-Plus Child Development Services facility(s) meet State requirements. The applicant shall describe in detail the approach to monitoring and maintaining the Pre-Plus Child Development facility(s) and property at standards of repair, orderliness, sanitation as safety as required by the State, in compliance with DHS licensing requirements and the provision for payment of maintenance fees to the HIDOE.

The PROVIDER selected to provide Pre-Plus Child Development Services shall operate in the facility provided by HIDOE for the Pre-Plus Child Development Services program. The PROVIDER selected will be responsible for making any improvements necessary to bring the facility up to the standard acceptable for the operation of a Group Child Care Center, in accordance with DHS licensing requirements, and operate and maintain the equipment and facilities in accordance with all HIDOE policies and procedures. If required by the fire department, the PROVIDER will be responsible for the installation and monthly maintenance fees to connect the smoke alarm directly to the fire alarm system.

## **2.5 COMPENSATION AND METHOD OF PAYMENT**

The reader is referred to Exhibit A located in Section 5 of this RFP for more detailed information.

## **Section 3**

# **Proposal Application Instructions**

## Section 3

# Proposal Application Instructions

### General instructions for completing applications:

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

### The Proposal Application is comprised of the following sections:

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

### 3.1 Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered. This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the EOEL with a broad understanding of the entire proposal. The applicant shall include a brief description of its organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the need identified in the service specifications.

## **3.2 Experience and Capability**

### **A. Necessary Skills**

The applicant shall demonstrate that personnel possess knowledge and understanding of developmentally appropriate practice in the implementation of child development services for three (3) and four (4) year old children of all ability levels and with varying needs, with respect to social/emotional, communication, self-help and cognitive skills.

### **B. Experience**

The applicant shall provide a description of current operations and experience in serving three (3) and four (4) year old children in a DHS licensed child care facility, including the number of years of experience in operating a DHS licensed child care setting. Applicant shall also include the name, address, email address, telephone numbers of references. The EOEL reserves the right to contact references to verify experience.

The applicant shall indicate how this experience will be applicable towards fulfilling the goals of the Pre-Plus Child Development Services program.

### **C. Quality Assurance and Evaluation**

The applicant shall submit a quality assurance plan which includes the methodology for monitoring administrative and program functions; procedures for evaluation of performance including how outcomes of services will be measured and how effectiveness will be evaluated; as well as procedures to resolve problems and improve program as needed.

The applicant shall also include a written plan and procedures for evaluation of performance in providing the target group consistent, high quality services. The plan should illuminate how outcomes of the services will be measured and effectiveness of the program will be evaluated, and include procedures to identify and resolve problems, and make improvements to the program as needed. The applicant shall include appropriateness of deliverables such as progress reports, timelines, and performance/outcome measures.

### **D. Coordination of Services**

The applicant will demonstrate knowledge of agencies, organizations or groups where collaboration and coordination are necessary in order to deliver satisfactory services for three (3) and four (4) year old children of all ability levels and with varying needs. The applicant will include information on how collaboration with the HIDEOE Principal and other organizations will result in the delivery of satisfactory transition services to support children as they enter Kindergarten. The

applicant shall describe the agencies that it will coordinate its services with and indicate those with which it already has established partnerships. The applicant shall provide a list of organizations, cooperating entities, and other key individuals and resources it will work with, along with a short description of the nature of their effort or contribution.

#### **E. Facilities**

The applicant shall demonstrate the ability to coordinate services to ensure that the Pre-Plus Child Development Services facility(s) meet State requirements. The applicant shall describe in detail the approach to monitoring and maintaining the Pre-Plus Child Development facility(s) and property at standards of repair, orderliness, sanitation as safety as required by the State, in compliance with DHS licensing requirements and the provision for payment of maintenance fees to the HIDOE.

The applicant shall demonstrate how it shall operate in the facility provided by the HIDOE for the Pre-Plus Child Development Services program. The applicant shall demonstrate how it shall be responsible for making any improvements necessary to bring the facility up to the standard acceptable for the operation of a Group Child Care Center, in accordance with DHS licensing requirements, and operate and maintain the equipment and facilities in accordance with all HIDOE policies and procedures. If required by the fire department, the applicant shall demonstrate how it shall be responsible for the installation and monthly maintenance fees to connect the smoke alarm directly to the fire alarm system.

### **3.3 Project Organization and Staffing**

#### **A. Staffing**

##### **1. Proposed Staffing**

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

The applicant shall describe plans for 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.

##### **2. Staff Qualifications**

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable) The applicant shall describe the proposed staffing pattern for the Pre-Plus Child Development Services site, and provide written policies and procedures for staff hiring and supervision.

## B. Project Organization

### 1. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services. Describe any additional in-service training provided to staff, if applicable, including frequency and duration of training sessions, and how staff at the Pre-Plus Child Development Services site will be monitored.

### 2. Organization Chart

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

## 3.4 Service Delivery

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Item 2.4, Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules. This can include a daily, monthly, and annual calendar or schedule of activities, including a list of holidays when the program will not operate.

The applicant shall provide a description of their plans to implement the primary services and activities listed in Section 2 (Scope of Work) which includes, but is not limited to:

- A. The general plan for providing the required services;
- B. An indication of the proposed hours and months of operation for the Pre-Plus Child Development Services site;
- C. An indication of the enrollment procedures and the age group to be targeted for the Pre-Plus Child Development Services site, including the provision of enrollment opportunities for children with special needs;
- D. A description of how health and nutrition will be provided, as well as a description of the meal plan for children in care at the Pre-Plus Child Development Services site, including who will provide meals/snacks for the children;
- E. A description of plans to involve families in the Pre-Plus Child Development Services program;
- F. Description of how data will be collected and reported in order to meet reporting requirements and to assess quality assurance plans;

- G. Description of plans to measure outcomes of required services and to evaluate the effectiveness of the program, including plans for use of this data for program improvement; and
- H. Description of plans for collaboration with HIDEOE.

In this section, the applicant shall indicate each school site where services are proposed on Attachment F, entitled List of Schools. Applicants should also include a separate page for each school to explain how the needs of each school will be addressed.

### **3.5 Financial**

#### **A. Pricing Structure**

Applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application.

The applicant shall describe source(s) of funding for the proposed program at the Pre-Plus Child Development Services site including, but not limited to, subsidies, tuition, or other sources. The proposal shall include possible sources of funds to complete any improvements needed to ensure the Pre-Plus Child Development Services facility meets DHS Group Child Care Center licensing requirements.

The EOEL shall select the applicable cost proposals subject to the legal standing of the applicant organization, e.g., non-profit or for-profit, and that are in the best interest of the State.

All budget forms, instructions and samples are located on the SPO website. (See subsection 1.2, Websites References for website address.) The following budget form(s) shall be submitted with the Proposal Application:

SPO-H-205	Budget
SPO-H-206A	Budget Justification – Personnel: Salaries & Wages
SPO-H-206B	Budget Justification – Personnel: Payroll Tax, Assessment & Fringe Benefits
SPO-H-206E	Budget Justification – Contractual Services: Administrative

#### **B. Other Financial Related Material**

##### **1. Accounting System**

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

- a) The organization's most recent financial audit.
- b) A copy of the organization's financial policies that relate to the

expenditure of funds for this project.

### **3.6 Other**

#### **A. Litigation**

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

# **Section 4**

## **Proposal Evaluation**

## Section 4

# Proposal Evaluation

### 4.1 Introduction

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

### 4.2 Evaluation Process

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

A minimum score of eighty (80) points or higher, based on the criteria set forth in this RFP, must be achieved to be considered for an award. An award will be issued for each site to the applicant who achieves the highest score for that specific site. Prospective applicants may seek to provide services at only one site, or multiple sites. Depending on the responses and outcome of the RFP, a single applicant, or multiple applicants may receive awards. All Providers awarded are to meet all requirements specified by the EOEL.

The evaluation will be conducted in three phases as follows:

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

### Evaluation Categories and Thresholds

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	<i><u>Pass or Rejected</u></i>
<i>Proposal Application</i>	<b>100 Points</b>
Program Overview	0 points
Experience and Capability	35 points
Project Organization and Staffing	15 points
Service Delivery	45 points
Financial	05 Points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

## 4.3 Evaluation Criteria

### A. Phase 1 - Evaluation of Proposal Requirements

#### 1. Administrative Requirements

- Application Checklist

#### 2. Proposal Application Requirements

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

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

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

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity
- The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity
- The applicant demonstrates a clear understanding of how to deliver these services in concert with the goals and philosophical approach of the EOEL, and will incorporate its efforts under the IDEIA-2004, Section 504, Subpart D, in assisting all students to make progress on identified service goals and objectives.

#### 1. *Experience and Capability (35 Points)*

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

##### A. Necessary Skills

- Demonstrates that staff possess knowledge and understanding of developmentally appropriate practice in the implementation of

child development services for three (3) and four (4) year old children with respect to:

- social/emotional, (2 points)
- communication, (2 points)
- self-help and (2 points)
- cognitive skills. (2 points)

**B. Experience**

- Description of experience related to the delivery of the service:
  - in a DHS licensed child development services facility, (2 points)
  - including experience with special needs children, (3 points)
  - accreditation and/or meeting performance standards, (2 points)
  - and familiarity or experience with Pre-Plus Child Development Services site(s). (2 points)

**C. Quality Assurance and Evaluation**

- Sufficiency of quality assurance plans for the proposed service, including methodology for monitoring administrative and program operations. (4 points)
- Sufficiency of plans and procedures for evaluation of performance, including: how outcomes of services will be measured; how effectiveness will be evaluated; and, procedures to resolve problems and improve program as needed. (4 points)

**D. Coordination of Services**

- Demonstrates knowledge of which agencies, organizations, or groups need to be collaborated and coordinated with in order to deliver satisfactory services for three (3) and four (4) year old children of all ability levels and with varying needs. (3 points)
- Describes how collaboration with the HIDEOE Principal, and other organizations or groups would result in the delivery of satisfactory services. (4 points)
- Demonstrates the ability to coordinate resources to ensure that the Pre-Plus Child Development Services facility(s) meet State requirements. Describes in detail the approach to monitoring and maintaining the Pre-Plus Child Development Services facility (s) and property at standards of repair, orderliness, sanitation and safety as required by the State, in compliance with DHS licensing requirements, and the provision for payment of maintenance fees to the HIDEOE. (3 points)

**2. *Project Organization and Staffing (15 Points)***

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

**A. *Staffing***

- There is a clearly detailed and viable plan for obtaining necessary staff, proposed staffing pattern, client/staff ratio, plans for continuity of service activities in the event of staff illness, emergencies or vacancies, and proposed caseload capacity is appropriate for the services proposed. (2 points)
- Describes minimum qualifications (including experience) for staff assigned to the program, including written policies and procedures for staff hiring and supervision. (2 points)

**B. *Project Organization***

- Supervision: Describes in detail the extent of management oversight of the program, staffing and their qualifications, work assignments, and capability and experience in performing the proposed services. (2 points)
- The supervision ratios of supervisors to staff are reasonable to ensure proper oversight and that the ratios are reflective of the degree of oversight needed for the respective ability of the individual providers. (2 points)
- The applicant's ability to train its personnel is specifically addressed. (1 point)
- Evidence of the training program and what it entails, with detailed learner outcomes including target population specific topics are specifically described. (4 points)
- How applicant will document and enforce training requirements is addressed (1 point)
- Organization Chart: "Organization-wide" and "Program" charts reflect the position of each staff and line of responsibility/supervision for the overall service activity and tasks. (1 point)

**3. *Service Delivery (45 Points)***

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

- Describes in detail a plan for provision of the required services, including
    - program design, (5 points)
    - enrollment procedures, (2 points)
    - approach to providing child development opportunities for the target age and income group to be served. (2 points)
    - Inclusion of children of all abilities and varying levels of need. (3 points)
  - Describes in detail all functions and activities identified in the application as tasks and responsibilities for the provision of a quality child care program in which children are safe, healthy, and ready to learn. Includes details of schedule and hours, days, and months of operation. (5 points)
  - Describes in detail the delivery and daily oversight of the curriculum, collaboration with HIDEOE, linkages between school, families and other service providers, and the incorporation of transitions strategies that will be used to promote school readiness and prepare children for successful transition to Kindergarten. (5 points)
  - Describes in detail how data will be collected in order to meet program and fiscal reporting requirements, and to assess quality assurance plans, including identification of staff roles and responsibilities for implementation of the plan. (5 points)
  - Describes plans to measure outcomes of required services and to evaluate the effectiveness of the program, including plans for use of data for program improvement. (6 points)
  - Describes experience in operating a DHS licensed group child care center providing child care services for the target population, including experience with meeting accreditation requirements, coordination of services with other agencies. (5 points)
  - Describes a plan for overall monitoring of services, including appropriateness of deliverables such as progress reports, timeliness, and performance/outcome measures. (7 points)
- 4. *Financial (5 Points)***
- Personnel costs are reasonable and comparable to positions in the community. (1 point)
  - Non-personnel costs are reasonable and adequately justified. (1 point)
  - The proposed budget supports the scope of service and

- requirements of the Request for Proposal. (2 points)
- Accounting system is adequate (as indicated in most recent audit report). (1 point)

**C. Phase 3 - Recommendation for Award**

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

## **Section 5**

### **Attachments**

- A. Proposal Application Checklist
- B. Sample Proposal Application Table of Contents
- C. Wage Certification
- D. Sample Form BO-1 – Application for use of School Buildings, Facilities, or Grounds
- E. Sample Form BO-2 – Statement Indemnifying State Against Liability Claim
- F. List of Schools
- G. Federal Certifications
- H. General Conditions

Exhibit A. Service Requirements and Activities

Attachment 1. Contract Minimum and Special Conditions

## Proposal Application Checklist

Applicant: \_\_\_\_\_ RFP No.: \_\_\_\_\_

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

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
<b>General:</b>				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	<b>X</b>	
Proposal Application Checklist	Section 1, RFP	Attachment A	<b>X</b>	
Table of Contents	Section 5, RFP	Section 5, RFP	<b>X</b>	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	<b>X</b>	
Provider Compliance	Section 1, RFP	SPO Website*		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206B	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
<b>Certifications:</b>				
<b>Federal Certifications</b>		Section 5, RFP	<b>X</b>	
Debarment & Suspension		Section 5, RFP	<b>X</b>	
Drug Free Workplace		Section 5, RFP	<b>X</b>	
Lobbying		Section 5, RFP	<b>X</b>	
Program Fraud Civil Remedies Act		Section 5, RFP	<b>X</b>	
Environmental Tobacco Smoke		Section 5, RFP	<b>X</b>	
<b>Program Specific Requirements:</b>				
Attachment C - Wage Certificate	Section 1, RFP	Section 5, RFP	<b>X</b>	
Organizational Chart(s)	Section 2, RFP	Section 3, RFP	<b>X</b>	
Audit Report	Section 3, RFP	Section 3, RFP	<b>X</b>	
Financial Policies	Section 3, RFP	Section 3, RFP	<b>X</b>	

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

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**WAGE CERTIFICATE**

Subject: Project No. RFP F16-019

Description of Project: Pre-Plus Child Development Services

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

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

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

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

OR

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

PROVIDER: \_\_\_\_\_

By Its (signature): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

DEPARTMENT OF EDUCATION - STATE OF HAWAII  
**APPLICATION FOR USE OF SCHOOL BUILDINGS, FACILITIES, OR GROUNDS**  
 (Application must be received by the School at least 10 working days prior to requested date of use.)

Date \_\_\_\_\_ 20 \_\_\_\_\_

WE RESPECTFULLY REQUEST THE USE OF:  CLASSROOM  AUDITORIUM  LIBRARY  
 DINING ROOM  GYMNASIUM  OTHER \_\_\_\_\_

AT \_\_\_\_\_ SCHOOL ON THE FOLLOWING DATE(S): \_\_\_\_\_  
 (month/day/year)

FROM \_\_\_\_\_ a.m./p.m. TO \_\_\_\_\_ a.m./p.m. :

FOR THE PURPOSE OF (GIVE INFORMATION ON USE): \_\_\_\_\_

APPLICANT'S NAME AND ORGANIZATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: Home: \_\_\_\_\_  
 Bus.: \_\_\_\_\_

PLEASE ANSWER THE FOLLOWING QUESTIONS AND AFFIX YOUR SIGNATURE:

1. IS YOUR ORGANIZATION TAX-EXEMPT NON-PROFIT? (TAX I.D. NUMBER: \_\_\_\_\_) .....  YES  NO
  2. IS THIS A GOVERNMENT SPONSORED ACTIVITY? (SPONSORING AGENCY: \_\_\_\_\_) .....  YES  NO
  3. IS THIS A SCHOOL/DOE SPONSORED ACTIVITY ? (SCHOOL ADMINISTRATION: \_\_\_\_\_) .....  YES  NO
  4. HAS YOUR ORGANIZATION LEASED THIS SITE REGULARLY IN THE PAST? .....  YES  NO
  5. IS THIS A PERSONAL OR PRIVATE BUSINESS ACTIVITY? .....  YES  NO
  6. IS THERE A FEE, TUITION, OR DONATION COLLECTED? (AMOUNT: \$ \_\_\_\_\_ PER DAY/PER HOUR).....  YES  NO
  7. DO YOU PLAN TO SUBLEASE THE FACILITY? (Craft Fairs and Carnivals) .....  YES  NO
- IF SUBLEASING, ARE ALL SUBLESSEES TO BE COVERED BY APPLICANT'S LIABILITY INSURANCE? .....  YES  NO

I, the undersigned, on behalf of the organization I represent, have answered the above questions truthfully and accurately. If the school facilities, equipment or grounds are not properly maintained by the applicant, the State of Hawaii Department of Education will deny further use of school facilities, equipment or grounds to the individual or organization and seek appropriate restitution for damages incurred. The applicant further understands that the school facilities and grounds are to be alcohol and tobacco free, meaning that the use of any alcohol or tobacco substances are prohibited at all times on school grounds or at any school activities. Furthermore, I understand that as a user of school facilities the activity being conducted shall be lawful. Should disabled persons wish to participate in the requested use, applicants must make reasonable modifications and/or programmatic accommodations to permit such participation.

\_\_\_\_\_  
 Signature Date

(To be filled in by the school)

ACTUAL FEES AND CHARGES:

TYPE OF REQUEST:	(To be filled in by the school)			CODES FOR CASH RECEIPTS:		
	TYPE I	TYPE II	TYPE III	Org. I.D.	Source/Object	Program I.D.
RENTAL:	\$ N/A	\$ N/A	\$ _____	_____000	1240	37307
CUSTODIAL*:	\$ _____	\$ _____	\$ _____	_____468	2209	42113
UTILITIES:	\$ N/A	\$ _____	\$ _____	_____000	5001	37720
TOTALS:	\$ _____	\$ _____	\$ _____	(Checks payable to: DEPARTMENT OF EDUCATION)		

POLICE AND/OR LIFEGUARD REQUIRED: (NUMBER OF POLICE AND/OR LIFEGUARDS REQUIRED: \_\_\_\_\_) .....  YES  NO

LIABILITY INSURANCE REQUIRED: (\$1,000,000 liability insurance for craft fairs, carnivals, and certain athletic events)  
 Policy No. \_\_\_\_\_ .....  YES  NO

YOUR REQUEST FOR USE OF SCHOOL FACILITIES OR GROUNDS IS HEREBY:  APPROVED  DISAPPROVED

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(Principal /Designee)

REASON FOR DISAPPROVAL:  FACILITY REQUESTED NOT AVAILABLE  OTHER \_\_\_\_\_  
 CUSTODIAN/STAFF NOT AVAILABLE \_\_\_\_\_

DEPARTMENT OF EDUCATION—STATE OF HAWAII  
**STATEMENT INDEMNIFYING STATE AGAINST LIABILITY CLAIM; CIVIL DEFENSE EMERGENCY  
NOTICE; SPECIAL PROVISIONS; AND NATIONAL POLLUTANT DISCHARGE ELIMINATION  
SYSTEM (NPDES) NOTICE**

(Application for Use of School Buildings, Facilities or Grounds)

School: \_\_\_\_\_

**INDEMNIFICATION STATEMENT**

The undersigned individual(s), group and/or organization, his or their heirs, personal representative and assigns, or its officers, directors, members, agents, employees, successors and assigns, for and in consideration of the State of Hawai'i Department of Education permitting and allowing the use of the designated school rooms, buildings, and/or facilities jointly and severally agree(s) to indemnify and save harmless the State of Hawai'i Department of Education against any and all loss, liability, demands, claims, suits, action or proceedings of every name, character and description which may be suffered or incurred by or brought against the State of Hawai'i Department of Education for or an account of any injuries or damages to any person or property received or sustained by any person, directly or indirectly, by or in consequence of the use of the facilities by the undersigned individual(s), groups and/or organization.

**NATIONAL POLLUTANT DISCHARGE  
ELIMINATION SYSTEM (NPDES) NOTICE**

The National Pollutant Discharge Elimination System (NPDES) is a regulatory program administered by the United States Environmental Protection Agency that calls for the control and management of storm water pollution. In Hawaii, our storm water drainage systems were designed to prevent flooding by channeling storm water into drains that discharge through outlets along the coastline.

However, the storm water drainage systems were not designed for the disposal of waste or pollutants. In order to protect the environment and fulfill our pollution prevention (P2) responsibilities, the Department of Education must implement best management practices (BMPs) as part of a storm water management plan (SWMP).

**CIVIL DEFENSE NOTICE**

In the event of a Civil Defense declared emergency during non-school hours, the undersigned is responsible for the safety of their program participants. The Department of Education is not obligated to provide for Civil Defense emergencies during non-school hours except when the applicable school is designated for use as a shelter by the American Red Cross.

The undersigned understands that every effort should be made to prevent pollution as a consequence of using school facilities. Waste and pollution if not curtailed will enter storm drains and eventually make its way to the ocean. Organizers and participants can help by preventing litter and minimizing the use of autos on campus by carpooling, riding bikes, and using public transportation. Report any illegal dumping and observed violations by calling the City Illegal Dumping Hotline at 296-5656 (Honolulu) or the respective county offices (neighbor islands).

**SPECIAL CONDITIONS**

(to be completed by school administrator as needed)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTANCE AND ACKNOWLEDGEMENT BY USER**

The undersigned hereby accepts and acknowledges the above (statement, notices, and special conditions).

Signature \_\_\_\_\_ Date \_\_\_\_\_ Name of Organization \_\_\_\_\_

**NOTARIZATION (OR) SCHOOL ADMINISTRATOR SIGNATURE**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ Judicial Court.

Notary Name: \_\_\_\_\_ Notary License No.: \_\_\_\_\_

Notary Signature: \_\_\_\_\_ Commission Expiration Date: \_\_\_\_\_

**-OR-**

\_\_\_\_\_  
School Principal or Vice-Principal Date

Attachment F.

List of Schools

The Pre-Plus Child Development Services sites are sought for the following schools:

Oahu:

Aiea Elementary School, 99-370 Moanalua Road, Aiea, HI 96701

Jefferson Elementary School, 324 Kapahulu Avenue, Honolulu, HI 9681

Ka'ala Elementary School, 130 California Avenue, Wahiawa, HI 96786

Kailua Elementary School, 315 Kuulei Road, Kailua, HI 96734

Salt Lake Elementary School, 1131 Ala Lilikoi Street, Honolulu, HI 96818

Wahiawa Elementary School, 1402 Glen Avenue, Wahiawa, HI 96786

Waiiau Elementary School, 98-450 Hookanike Street, Pearl City, HI 96782

Waimanalo Elementary School, 41-1330 Kalaniana'ole Hwy, Waimanalo, HI 96795

Waipahu Elementary School, 94-465 Waipahu Street, Waipahu, HI 96797

Fern Elementary School, 1121 Middle Street, Honolulu, HI 96819

Hawaii Island:

Keonepoko Elementary School, 15-890 Kahakai Boulevard, Pahoehoe, HI 96778

**CERTIFICATIONS**

PHS-5161-1-CERTIFICATIONS (7/00)

OMB Approval No.

0920-0428

**1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.**

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

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

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

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

**2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

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

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

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

**3. CERTIFICATION REGARDING LOBBYING**

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

or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

**5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.**

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable Federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed.

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

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

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

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

<b>Signature of Authorized Certifying Official</b>	<b>Title</b>
<b>Applicant Organization</b>	<b>Date Submitted</b>

## GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

### 1. Representations and Conditions Precedent

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

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

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

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

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

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

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

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

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

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

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

- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

## 2. Documents and Files

- 2.1 Confidentiality of Material.
- 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.
- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.
- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

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

### **3. Relationship between Parties**

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

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

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

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

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

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

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

### 3.5 Personnel Requirements.

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

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

## 4. Modification and Termination of Contract

### 4.1 Modification of Contract.

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

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

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

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

- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

## 5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

**6. Publicity**

- 6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

**7. Miscellaneous Provisions**

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

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

- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

## **8. Confidentiality of Personal Information**

### **8.1 Definitions.**

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

- 1) Social Security number;
- 2) Driver's license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

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

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

## 8.2 Confidentiality of Material.

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

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

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

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

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

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

## 8.3 Security Awareness Training and Confidentiality Agreements.

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

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

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

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

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

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

8.5 Records Retention.

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

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

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**Exhibit A**  
**SERVICE REQUIREMENTS AND ACTIVITIES**

**1. Introduction**

The high cost of living in Hawaii forces many families with young children to spend their limited resources for other necessities and find alternatives to costly child development programs. As a result, approximately 5,800 children (39%) enter kindergarten without participating in a child development program. Even if families of these children had sufficient funds, existing space would be inadequate. The Pre-Plus Child Development Services initiative was created to address this need through the development of a public-private partnership to expand available child development resources with priority given to underserved or at-risk children. “Underserved” refers to children who have no access to, or are not qualified to attend, other child development programs and whose family incomes fall at or below 200% of the Federal Poverty Level (FPL), or roughly 82% of the State Median Income (SMI). “At-risk” includes children who have been exposed to domestic violence in the home; children who are or have ever been connected to the child welfare system (not just those currently in foster care), including those in families served through a State’s differential response system; children who are at risk of developmental delays or disabilities (not just those who already demonstrate delay, for example, those with extremely low birth weight and who required prolonged neonatal intensive care); and children whose parents suffer from depression, other mental health problems, or substance abuse.

In May 2001, the Hawaii Legislature appropriated \$2.5 million per year for two years in Capital Improvement Project (CIP) funding which was designated for the Pre-Plus Child Development Services initiative and limited to the building and/or improvement of State facilities. With these dedicated funds, seventeen new child development service facilities were built on Hawaii Department of Education (HIDOE) elementary school campuses. All Pre-Plus Child Development Services facilities are owned by the HIDOE but are to be operated by private child development service PROVIDERS. Each facility is designed to accommodate a minimum of twenty (20) children. Two (2) of the five (5) current contracts for the operation of the Pre-Plus Child Development Services program shall terminate as of December 28, 2015.

**2. Service Activities**

The PROVIDER shall provide services in accordance with Exhibit A, entitled Service Requirements and Activities.

**3. Target Population**

The service is targeted to benefit underserved and at-risk children who are three (3) and four (4) years of age. Priorities for enrollment are: children whose families’ incomes fall at or below the 200% of the Federal Poverty Level (FPL), or roughly 82% of the State Median Income (SMI); and, children who reside in the school district of the Pre-Plus

Child Development Services Site. Although Pre-Plus Child Development Services is focusing on this group, children from families of any income level and from any school district may be served at a Pre-Plus Child Development Services facility. It is also understood that children who become (5) years old while enrolled in the Pre-Plus Child Development Services program, can continue to be served until they are eligible to enter Kindergarten on the first instructional day of that school year, based on the HIDOE's calendar.

#### **4. Scope of Work**

The scope of work encompasses the following tasks and responsibilities:

##### **A. Service Activities**

All services shall be provided in accordance with the requirements outlined in this section.

- 1) Provide child development opportunities for underserved or at-risk children, ages three (3) and four (4) years old.
  - a) The PROVIDER shall offer child development services with the focus on underserved and at-risk children, who are three (3) and four (4) years of age. Priorities for enrollment are: children whose families' incomes fall at or below the 200% of the Federal Poverty Level (FPL), or roughly 82% of the State Median Income (SMI); and, children who reside in the school district of the Pre-Plus Child Development Services Site. Although Pre-Plus Child Development Services is focusing on this group, children from families of any income level and from any school district may be served at a Pre-Plus Child Development Services facility. It is also understood that children who become (5) years old while enrolled in the Pre-Plus Child Development Services program, can continue to be served until they are eligible to enter Kindergarten on the first instructional day of that school year, based on the HIDOE's calendar.
  - b) The Pre-Plus Child Development Services facility shall be used solely for the Pre-Plus Child Development Services program, and the official name of the facility shall be the "(site name) Pre-Plus Child Development Services", e.g. "Aiea Pre-Plus Child Development Services". All other terms, references or identifiers used in connection with the "Pre-Plus Child Development Services" program shall merely identify the location and/or the PROVIDER.
  - c) The PROVIDER shall include special needs children, as defined by the Hawaii Administrative Rules 8-60-16 & 8-60-29 and the Federal Individuals with Disabilities Education Improvement Act (IDEIA) of 2004 in their program. The PROVIDER will participate in meetings to discuss Individual Educational Plans for IDEIA eligible students who are being considered for

participation in Pre-Plus Child Development Services or who are participating in Pre-Plus Child Development Services when requested by the EOEL. The PROVIDER will collaborate with the EOEL and provide professional development for Pre-Plus Child Development staff so that they will be able to adequately service this population.

- d) Designation of responsibilities in providing services to HIDEO identified special needs children in the Pre-Plus Child Development Services program shall be negotiated and set forth in an agreement between the PROVIDER and the HIDEO. Consideration for appropriateness of the program, availability of slots, and necessary accommodations to be provided, shall be factored into an agreeable plan for the operation of any “inclusion program”.
- 2) Provide a quality child care program in which children are safe, healthy, and ready to learn.
    - a) The PROVIDER shall work collaboratively with the EOEL to develop and offer developmentally appropriate activities to address childrens’ social/emotional, communication, self-help and cognitive skills. The plan for collaboration shall reflect the overall intent of the Pre-Plus Child Development Services effort in providing three (3) and four (4) year old children with a quality child development experience which facilitates a seamless transition to Kindergarten.
    - b) The PROVIDER shall promote good nutrition and health, and have a meal plan for all of the children in the program.
    - c) The PROVIDER shall be responsible for maintaining the Pre-Plus Child Development Services facility, equipment and materials at standards of repair, orderliness, sanitation, and safety as required by the EOEL. If required by the fire department, PROVIDER will be responsible for the installation and monthly maintenance of having the smoke alarm connected to the fire alarm system.
    - d) The PROVIDER shall be responsible for the daily operational maintenance of the Pre-Plus Child Development Services classroom, such as, but not limited to, classroom janitorial services, grounds maintenance of the playground and fencing installed to surround the area, and restocking of classroom inventory.
  - 3) Promote developmentally appropriate practice and prepare children for a successful transition into Kindergarten.
    - a) The PROVIDER shall be responsible for the delivery and daily oversight of the curriculum, and incorporation of a transition strategy from child development program to Kindergarten. The EOEL shall be responsible for the overall review of the curriculum to determine its appropriateness and that it

works towards meeting the goals and expectations for Kindergarten grade level entry.

- b) The PROVIDER shall collaborate with EOEL staff: to support children's learning language, literacy, and numeric skills; to share the learning process children experience in early childhood; and, to establish plans and policies for the children's smooth transition into Kindergarten.
- b) The PROVIDER shall support linkages between schools and families, and between other service PROVIDERs, children, and families. The PROVIDER will incorporate a parent involvement plan for families whose children attend the Pre-Plus Child Development Services program. The parent involvement plan may include, but not be limited to, parent newsletters, parent nights, family fun days, and the like.
- c) In the event that there is a disagreement between the PROVIDER and EOEL in their collaborative effort to develop developmentally appropriate activities, a representative designated by the EOEL, shall assist in facilitating a resolution. If no resolution results from such efforts, the EOEL shall make a final decision.

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

**1. Personnel**

The minimum staffing for the Pre-Plus Child Development Services facility shall be a Teacher and an Aide, both of whom shall be qualified to work with three (3) and four (4) year old children in accordance with the rules and regulations of the DHS. (Refer to HAR §17-892.1-17)

**2. Administrative**

The PROVIDER shall comply with all federal, state and county requirements for the administration of a child care facility, operate the Pre-Plus Child Development Services program as a DHS licensed group child care center, and ensure that the appropriate staff qualifications and teacher-child ratio regulations are maintained at all times during the hours of operation.

The PROVIDER shall ensure that reporting requirements and accreditation requirements are met.

Written policies and procedures are required for all services including personnel standards, operating procedures, determination of client eligibility and enrollment, documentation, record keeping, data gathering, reporting, financial administration, quality assurance, monitoring and evaluation.

The PROVIDER is required to have a written outcome-based program plan, and an on-going planning and evaluation process for these services.

All costs incurred for utilities and operational maintenance will be the responsibility of the PROVIDER. HIDOE shall provide a facility, rent free, to a private child development program provider. There is no funding available for operating costs. All costs incurred for utilities and maintenance will be the responsibility of the PROVIDER and paid as a fixed monthly maintenance fee by the 5<sup>th</sup> work day of the month to the HIDOE Auxiliary Services Branch (ASB). The maintenance fee shall be determined by ASB and subject to change annually in July. The maintenance fee is a cost allocated fee that covers utility expenses (electric, water/sewer, and air conditioning operating and maintenance fees, if applicable).

All furniture, equipment, and materials purchased by the State for the Pre-Plus Child Development Services facility, that has an expected life of more than one year, shall remain the property of the State. The PROVIDER shall maintain the inventory of State property and report the condition annually, and as requested for State inventory purposes.

A. Confidentiality Requirements

- 1) The PROVIDER must ensure that employees, agents and volunteers adhere to all applicable State and Federal laws regarding the collection and release of confidential student information. The PROVIDER shall adopt and implement policies and procedures that govern the provision of services in natural settings. The PROVIDER shall generate, maintain and make available documentation evidencing that it respects students' and/or families' right to privacy when services are provided in these settings, including but not limited to tele-health venues. The EOEL shall have the right to inspect and approve these policies and documentary records.
- 2) The PROVIDER's records relating to students under this Contract are educational records governed under the Family Educational Rights and Privacy Act (FERPA). The documents and records held by the PROVIDER for students serviced under this Contract are the property of the STATE. Any documentation that a PROVIDER requires an employee or subcontractor to maintain shall be provided to the STATE within two (2) working days of a request by the STATE. This includes but is not limited to copies of any progress notes, files and/or group supervision notes.

- 3) Parental consent for assessment and release of information is covered by the IEP/504 consent. No additional parental consent for assessment or release of information is needed by the PROVIDER.

**B. Sentinel Event/Incident Notification Reports**

The PROVIDER must have policies and procedures, approved by the EOEL that address sentinel events and incident notification. These policies must address (1) how the PROVIDER will notify the respective School Administrator and EOEL within twenty-four (24) hours by phone and also in writing within seventy-two (72) hours of any event that compromises the safety or constitutes an emergency of a student; (2) how the PROVIDER tracks the occurrence of all sentinel events and incidents to identify trends and patterns in order to implement improvements; and (3) a complete analysis of the event as well as actions taken to address the event. Upon a sentinel event, the PROVIDER shall inform the EOEL utilizing the prescribed EOEL format.

**C. Use of Restraints Policy**

The PROVIDER must have documentation and evidence of policies and procedures, approved by the EOEL regarding the use of restraints.

**3. Quality assurance and evaluation specifications**

Quality Assurance Plan. The PROVIDER shall have a written quality assurance plan including procedures to assure that its services are provided in conformance with all federal, state, and county requirements. The plan shall include procedures to monitor administrative, program and fiscal operations, for compliance with all requirements. It shall also provide for procedures to determine whether the target group receives consistent, high quality services. The quality assurance plan shall also identify roles and responsibilities for on-going monitoring and implementation.

Evaluation of Performance. The PROVIDER shall have a written plan for evaluation of performance in providing the required services, including procedures and methodology to measure, monitor and collect data on outputs and outcomes, and to evaluate the outcomes and other results of its services. The evaluation plan should also include procedures to identify and resolve problems, and make improvements to the program as needed. The plan should identify staff roles and responsibilities for assuring on-going implementation of the plan.

The PROVIDER must also indicate the specific measurement tool(s) and/or procedures that will be utilized to document and verify that each proposed program output and outcome was accomplished.

Inventory Records. The PROVIDER shall be responsible for keeping records of furniture, equipment and materials provided by the State, and shall submit an annual inventory of the State provided furniture, furnishings and equipment in a manner prescribed by the State.

Program Records. The PROVIDER shall be responsible for keeping comprehensive program records, available for monitoring by EOEL staff or its designee, including case records and documentation of service activities. Program records subject to review shall include required reports and periodic assessments of program effectiveness. Monitoring of program records and activities may include, but are not limited to:

- Observation of the program operations;
- Notes of staff meeting/minutes and training;
- Examination of recordkeeping procedures;
- Document review of the various service activities, including collaboration with the HIDOE, community agencies and organizations, and parent involvement and meal service plans.

Evaluation will consist of comparing projected program objectives with outcome performance, and analyzing factors that produced those results.

The PROVIDER will meet with representatives of EOEL to discuss the progress of the program and cooperate with EOEL in an annual performance evaluation.

Contract Monitoring. Annual contract monitoring by the EOEL may include site visits with comprehensive evaluation of several areas of performance. These may include review of conformance with standard contractual requirements, agency files, accounting practices, and case record keeping. In addition, on-going contract monitoring shall include a review of required reports, and periodic assessment of the program effectiveness.

#### **4. Output and performance/outcome measurements**

The PROVIDER must maintain throughout the term of the contract a system of self-appraisal and program evaluation to track and validate effectiveness of the activities provided. The evaluation process must include tools or instruments to identify child, which are relevant to child outcomes and include a process for making improvements or taking corrective action based upon the evaluation findings.

There shall be a written description of the process that will be used to measure the effectiveness of the services. The PROVIDER shall have

made progress in meeting the outcomes as indicated in the Service Activities.

The PROVIDER shall submit additional information as specified by the State upon request as necessary.

## **5. Reporting requirements for program and fiscal data**

Information relevant to the Pre-Plus Child Development Services program must be provided as requested by EOEL. This may include, but is not limited to, parental consents and collection of data for research purposes. The PROVIDER shall describe its ability to meet the following reporting requirements:

- Submit a Pre-Plus Child Development Services Quarterly Report to the EOEL no later than thirty (30) days after the end of each calendar quarter, describing the efficiency and effectiveness of this service.
- Submit quantitative calendar quarter data of the accomplishments achieved for each program goal and objective in such terms as the number of children served, training provided, staff members who attended the training, and the number of activities accomplished. When accomplishments cannot be quantified by activity or function, these should be listed chronologically to show the schedule of accomplishments and their target dates.
- Submit a final report to the EOEL summarizing the program achievements for the contract period within sixty (60) calendar days after the last day of the contract period. The report shall include information about the status of achieving the overall objective of the service, and a narrative summarizing the success of project activities and recommendations to improve services for the next contract period if the contract is extended.
- Submit copies of completed HIDOE Forms BO-1 (*Application for Use of School Buildings, Facilities, or Grounds*) and BO-2 (*Statement Indemnifying State against Liability Claim*) annually, within the first quarter of the contract period, as part of the reporting requirements of the contract. (See Section 5, Attachments D, E)
- Submit annual documentation to verify payment of monthly charges for utilities paid to the HIDOE as applicable.

### **C. Facilities**

The PROVIDER selected to provide Pre-Plus Child Development Services shall operate in the facility provided by the State for the Pre-Plus Child Development Services program. The PROVIDER selected will be responsible for making any improvements necessary to bring the facility up to the standard acceptable for the operation of a Group Child Care Center, in accordance with the HIDEOE and DHS facilities requirements, and operate and maintain the equipment and facilities in accordance with all Departmental policies and procedures.

## **5. COMPENSATION AND METHOD OF PAYMENT**

There is no funding available from the EOEL for operating costs. The amounts charged by PROVIDER to families of children who attend the Pre-Plus Child Development Services program at the facility may be retained by the PROVIDER for use in connection with the Pre-Plus Child Development Services program at the facility.

**Attachment 1**  
**Contract Minimum and Special Conditions**

**1. CONTRACT ADMINISTRATOR**

For purposes of this Contract, the person named below or his/her duly authorized representative or successor in office is designated Contract Administrator (CA"). The CA may be contacted as follows:

Contract Administrator: Lauren Moriguchi, Director  
Telephone Number: (808) 586-3811  
E-mail Address: Lauren.K.Moriguchi@hawaii.gov

The CA is responsible for:

- 1.1 the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the Contract;
- 1.2 monitoring the PROVIDER's work, documenting that PROVIDER maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the PROVIDER, assuring the services or goods are delivered as required in the Contract, and processing payment for services rendered; and
- 1.3 notifying Procurement & Contracts Branch in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 3.1, entitled "Coordination of Services by the STATE.").

**2. PROVIDER'S POINT OF CONTACT**

The PROVIDER's primary point of contact shall be identified upon award of contract.

The PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon the occurrence of any of the events indicated below:

- 2.1. Change in the PROVIDER's business address or phone number;
- 2.2. Change in the PROVIDER's tax identification number; or
- 2.3. Any other situation that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this Contract.

**3. COORDINATION OF SERVICES**

PROVIDER is required to coordinate services with the various programs and offices of the STATE, as well as community service providers as directed by the CA in a collaborative and cooperative manner.

**4. USE OF SCHOOL FACILITIES**

PROVIDER shall comply with all campus procedures, requirements and rules as determined by the school site.

Property damages due to PROVIDER's negligence as determined by the STATE shall be repaired or replaced by PROVIDER.

**5. PROGRESS OF WORK**

The PROVIDER shall be available during the STATE's normal office hours to discuss the progress of the work being performed. All questions raised during the course of the work shall be promptly addressed to the CA.

Upon request, the PROVIDER shall provide the STATE with a status report on the progress of work. Also, within three (3) working days of request, the PROVIDER shall complete and submit a written report to the STATE. At least once a week or as deemed necessary by the CA, the STATE may hold project status meetings in which the PROVIDER shall participate.

**6. NOTIFICATION**

PROVIDER shall notify the STATE, verbally within twenty-four (24) hours, upon the occurrence of any of the events indicated below:

1. Any employee, agent or volunteer becomes the subject of any disciplinary proceeding or action before any federal or state agency or Board;
2. Any employee, agent or volunteer is convicted of a fraud or felony;
3. An act of nature or any event occurs that substantially interrupts all or a portion of the PROVIDER's business or practice, or that has a materially adverse effect on the PROVIDER's ability to perform its obligations under this contract;
4. The PROVIDER fails to maintain the insurance coverage required under Paragraph 1.4 of the General Conditions;

5. Any litigation, claim, judgment or settlement in which the PROVIDER is named a defendant;
6. Change in the PROVIDER's business address or phone number;
7. Change in the PROVIDER's tax identification number; or
8. Any other situation that could reasonably be expected to affect the PROVIDER's ability to carry out its obligation under this contract.

**7. CONDUCT**

PROVIDER's employees or agents must sign in at the school office when entering a school campus, and sign out when leaving a school campus.

In addition, all PROVIDER's employees or agents must wear a picture identification badge listing agency name, employee name, and position at all times while on school premises.

PROVIDER's employees or agents must maintain a professional attitude, work ethic, and appearance. PROVIDER's employee or agents must be accessible to observations without notice by designated EOEL personnel and provide services, as specified in the IEP or Section 504 Plan.

**8. CRIMINAL HISTORY RECORD CHECK REQUIREMENTS**

The PROVIDER shall conduct all reasonable investigations which, at a minimum, includes: a criminal background check, including state and federal (FBI) criminal history records search; and fingerprinting; to determine whether an employee, agent, volunteer, or prospective employee including but not limited to administrative and direct service staff members who work in close proximity to children ("Worker"), has been convicted of any criminal offense pursuant to any law enforcement or military authority which would make the Worker unsuited for working in close proximity to children.

All PROVIDER employees shall meet credentialing requirements prior to any assignment, which includes fingerprinting. The required fingerprint checks shall be completed and a determination of suitability made before any Worker is assigned to any work site. Furthermore, the PROVIDER shall inform the STATE if any Worker providing services under this Contract has been convicted of a criminal offense.

The STATE reserves the right to refuse the services of any Worker of the PROVIDER for any reason or for no reason.

The PROVIDER shall maintain a record of the mandatory criminal history checks performed on each of its Workers in compliance with this section. Additionally, the PROVIDER shall at all times maintain a current list of all new Workers documenting the status and completion dates of the mandatory criminal history checks and other primary source verification.

The STATE reserves the right to monitor the PROVIDER's compliance with this section through either, or both, an on-site evaluation or a documents review.

All costs associated with conducting and processing criminal history checks of the PROVIDER's Workers shall be borne by the PROVIDER.

**9. TB CLEARANCE REQUIREMENTS**

The PROVIDER shall require and maintain certification of tuberculosis (TB) examination for all employees, agents, and volunteers issued within the twelve (12) month period preceding the start of employment of service under this Contract. Certificate must state that the person is free of communicable TB.

The PROVIDER shall adopt and implement a policy requiring all personnel providing services under this contract to obtain current TB clearance from a licensed medical provider and PROVIDER shall maintain records of such clearance.

**10. REMOVAL OF PROVIDER'S EMPLOYEES**

The STATE reserves the right to require a PROVIDER to remove an employee, agent, or volunteer from performing work under this Contract. The CA shall notify the PROVIDER in writing and this exclusion of a specific provider shall take effect as indicated on the notice. The PROVIDER may appeal this decision to the CA, in writing within ten (10) working days of receipt of the notice. Removal of the employee, agent, or volunteer shall remain in effect pending the outcome of the appeal. This provision shall not infringe upon the right of the PROVIDER to employ the removed individual, but shall apply to any work requiring interaction with the STATE, its employees or students.

**11. TIME OF PERFORMANCE**

**11.1. CONTRACT TERM**

Contract shall commence on December 28, 2015 and shall end on December 27, 2016.

## 11.2. CONTRACT RENEWAL

This Contract may be extended for not more than four (4) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original Contract or as negotiated between the STATE and the PROVIDER. Contract extension(s) shall be contingent upon i) the need for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the Contract for each additional period.

## 11.3. PERFORMANCE PERIOD

The PROVIDER shall complete the work within the time limits specified herein. The time specified herein is the maximum time allowed.

## 12. CONTRACT EXECUTION

The PROVIDER shall be required to enter into a formal written contract, and no work is to be undertaken by the PROVIDER prior to the commencement date of the Contract. The STATE is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the PROVIDER prior to official starting date.

## 13. CONFIDENTIALITY OBLIGATIONS

The following serves to supplement provision 8.2 of the General Conditions, entitled "Confidentiality of Material" and provision 8, entitled "Confidentiality of Personal Information":

While performing under this Contract, the PROVIDER may receive, be exposed to or acquire confidential information. Such information may include names, addresses, telephone numbers, birthdates, social security numbers, medical information, and other educational, student, or personal employment information. The information may be in written or oral form, fixed in hard copy or contained in a computer database or computer readable form. Hereinafter, such language shall be collectively referred to as "Confidential Information."

The PROVIDER, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"), Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student

education records, signed by EOEL and the PROVIDER, and must be provided as an attachment to this contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

The PROVIDER, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The PROVIDER shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as “Authorized Handlers”). Authorized Handlers shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which shall be kept on password protected computers with the hard copy documents kept in a locked file cabinet. The PROVIDER shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

The PROVIDER shall be responsible for safeguarding the confidentiality of all Confidential Information it receives from the STATE and shall safeguard and protect such documents from unauthorized use, handling, or viewing. The PROVIDER shall be liable to the STATE and to any person whose records the PROVIDER receives custody of under this Contract for records protection for any unpermitted release, viewing, or loss of such records. The PROVIDER shall assume liability responsibility for records protection and for the inappropriate or unlawful release of Confidential Information. The PROVIDER shall return all documents containing Confidential Information upon completion of the services PROVIDER is contracted to provide under this Contract.

13.1. Prior Written Approval: PROVIDER may not i) share Confidential Information or any other data received under this Contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.

13.2. In the event of termination of this Contract, PROVIDER shall return to STATE all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this Contract.

#### **14. RELIEF AVAILABLE TO STATE**

In addition to all rights and remedies available to the STATE under the Contract or otherwise provided under law, if the PROVIDER is in non-compliance with contract requirements, the STATE may:

- 14.1. Suspend Payments – Disallow or Temporarily withhold all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;
- 14.2. Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER’s corrective actions are determined to be acceptable by the STATE; and
- 14.3. Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed; and
- 14.4. Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special Conditions, the Services Specifications or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

**15. LIABILITY INSURANCE**

General Conditions, section 1.4, entitled “Insurance Requirements”, is deleted entirely and replaced with the following (revisions to the original text are noted in redline where deletions bold strikethrough text indicates deletions, and additions are in bold italics):

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

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

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

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

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

*In addition, the following minimum insurance coverage(s) and limit(s) shall be provided by the PROVIDER (including its subcontractor(s) where appropriate):*

<u>Coverage</u>	<u>Limits</u>
<i>Automobile Liability, Comprehensive Bodily Injury:</i>	<i>\$1,000,000 per accident</i>
<i>Property Damage:</i>	<i>\$ 50,000 per occurrence</i>

*The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including supplemental agreements. Each insurance policy shall be written by 1) an insurance company licensed to do business in the State of Hawaii, or 2) if not licensed by the State of Hawaii, an insurance company which meets §431:8-301, Hawaii Revised Statutes.*

*Upon execution of the Contract, the PROVIDER agrees to deposit with the STATE 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, including those of its subcontractor(s), where appropriate. Upon request by the STATE, PROVIDER shall be responsible for furnishing a copy of the policy(ies).*

*Failure of the PROVIDER 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 herein.*

*The PROVIDER will provide written notice within twenty-four (24) hours to the Contract Administrator should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.*

**16. PAYMENT FOR SERVICES NOT REQUESTED**

The STATE reserves the right to deny any claims for payment for the testimony or participation of individual providers that was not requested by the STATE. Unauthorized services include but are not limited to, the PROVIDER litigation on behalf of itself. The PROVIDER is not authorized to claim payment for, among other things, services relating to testimony, depositions, or other litigation matters in pursuit of its own interests.

**17. SPECIAL CONDITIONS ARE SUPPLEMENTAL**

Nothing in the Special Conditions of the Contract shall supersede the General Conditions, but shall serve to supplement the General Conditions, except where a conflict exists between the General Conditions and Special Conditions, in which case the Special Conditions shall apply.

**18. APPROVALS**

This Contract 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.