State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals (RFP)

SSD-16-POS-3050

MOLOKAI INTEGRATED SERVICES SYSTEM

MOLOKAI

RFP Posting Date: March 26, 2016

RFP Proposal Submission Deadline: April 27, 2016, 4:30 p.m. Hawaii Standard Time

NOTE: *It is the Applicant's responsibility to access the Public Procurement Notices for Solicitations for Health and Human Services on the State Procurement Office website or to contact the RFP Contact Person identified in this RFP regarding any subsequently issued addenda for this RFP. The State shall not be responsible for an incomplete proposal submitted as a result of the Applicant's not knowing about issued addenda, including additionally requested information or attachments, regarding this RFP.*

DAVID Y. IGE
GOVERNOR

RACHAEL WONG, DrPH
DIRECTOR

PANKAJ BHANOT
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

MEMORANDUM

TO: RFP Proposal Applicants

FROM: Mona Maehara, Division Administrator
Social Services Division

SUBJECT: DEPARTMENT OF HUMAN SERVICES (DHS)
SOCIAL SERVICES DIVISION (SSD)
REQUEST FOR PROPOSALS (RFP)

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified Applicants to provide Human Trafficking Services. The attached Request for Proposals (RFP) SSD-16-POS-3050 to provide this service is being issued under Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on March 31, 2016, 9:00 a.m. to 11:00 a.m. Hawaii Standard Time (HST). See 1.7 Orientation, Section 1 of this RFP for further information. All prospective Applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations, please contact Ms. Christine Gamboa, POS Specialist/RFP Contact Person, at (808) 586-5687 or at cgamboa@dhs.hawaii.gov.

For questions regarding this RFP see 1.8 Submission of Questions, Section 1 of this RFP for information on the question and answer process.

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

PROPOSAL SUBMISSION INFORMATION SHEET
PROPOSAL SUBMISSION DEADLINE:
April 27, 2016, 4:30 P.M., HAWAII STANDARD TIME.

PLEASE READ CAREFULLY AS THIS PROPOSAL SUBMISSION INFORMATION MAY HAVE BEEN REVISED FROM PREVIOUS RFP's.

THE APPLICANT IS REQUIRED TO SUBMIT:

1. **One (1) electronic copy of the proposal in both Portable Document Format (PDF) AND either Word or Excel format via email to the POS mailbox listed below.**

2. **Printed copies of the proposal (one (1) original AND one (1) copy) via either the Applicant in person, private mail carrier (e.g., FedEx or United Parcel Service (UPS)), or the United States Postal Service (USPS) to the DHS office listed below.**

3. **One (1) electronic copy of the proposal in both Portable Document Format (PDF) AND either Word or Excel format on either a Universal Serial Bus (USB) Flashdrive OR a Compact Disc (CD) (which must be readable by a personal computer system (PCS)) via either the Applicant in person, private mail carrier, or the USPS to the DHS office listed below.**

A COMPLETE PROPOSAL SUBMISSION IS ALL THREE COMPONENTS RECEIVED BY THE SPECIFIED DATE AND TIME. NO EXCEPTIONS SHALL BE MADE.

If the electronic **and** printed copies of the proposal are not received as described **or** not received by the specified date and time, the proposal submission shall be considered incomplete or late and SHALL NOT BE ACCEPTED for consideration. All submissions become DHS property.

1. All electronic copies submitted via email shall include in the email the RFP number, the Applicant's name, and the proposal submission attachments. All attachments shall be identified with the RFP number as abbreviated in the following example, the Applicant's initials (e.g. Humanity Community Services - HCS), and the attachment's content: e.g. 16-3020.HCS.narrative or 16-3020.HCS.budget.

2. The Applicant shall submit:
   a. The complete proposal in PDF format; this may be separated into two or three sections for ease of sending if one PDF is too large provided that each section is labeled (e.g., 16-3020.HCS.#1, 16-3020.HCS. #2).
   b. Either the complete proposal in Word/Excel format, as applicable (and separated as described in a. above, as needed), **or all** of the following documents from the proposal in Word/Excel format, as applicable: Narrative, Performance Measurement Forms, Organization and Program Charts, Job Descriptions (no resumes), Budget forms (including Administrative Budget), and Work Plan (if required).

The Applicant bears the complete responsibility for the submission of the electronic copies, including assuring their complete, correctly formatted, and timely submission and the risk that the electronic copies may not be readable by the DHS.

3. All printed and electronic copies submitted via the Applicant in person shall be enclosed in a sealed envelope identified with the RFP number and the Applicant's name on the outside.

   All printed and electronic copies submitted via the Applicant in person, private mail carrier, and the USPS shall contain a cover sheet inside the sealed envelope with the RFP number, the Applicant's name, and a description of the envelope's contents on it (e.g., one printed original copy of the proposal, one printed copy of the proposal, one Flashdrive or one CD).

DHS OFFICE ADDRESS:
Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

EMAIL ADDRESS:
ssdposmailbox@dhs.hawaii.gov

RFP CONTACT PERSON:
Ms. Christine Gamboa, POS Specialist
Phone: (808) 586-5687
Email: cgamboa@dhs.hawaii.gov

PLEASE BE ADVISED:

1. Proposal submissions attempted after **April 27, 2016, 4:30 p.m. Hawaii Standard Time (HST)** shall **not** be accepted.

2. Any private mail carrier or USPS proposal submissions with a date stamp of **April 27, 2016, 4:30 p.m. Hawaii Standard Time (HST)** but received after **April 27, 2016, 4:30 p.m. Hawaii Standard Time (HST)** shall **not** be accepted.

3. All Applicants are **strongly encouraged** to submit **all** electronic copies of the proposal submission in advance of the proposal submission deadline. This will allow the Applicant the opportunity to: a) assure that they have been received by the DHS in a timely manner, and b) assure that the DHS can open and read them.

4. Proposals sent by facsimile (fax) shall not be accepted.

5. It is the Applicant's responsibility to access the Public Procurement Notices for Solicitations for Health and Human Services on the State Procurement Office website or to contact the RFP Contact Person identified above regarding any subsequently issued addendum for this RFP, which may include a revision to the proposal submission deadline.

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Section 1

Administrative Overview

Section 1
Administrative Overview

The Applicant is highly encouraged to **read each section of the RFP thoroughly**. While sections such as the Administrative Overview may appear similar among RFPs, State purchasing agencies may add or delete information, as applicable. It is the responsibility of the Applicant to understand the requirements of this specific RFP.

1.1 Procurement Timetable

Note: The Procurement Timetable represents the State's best estimated schedule. If an activity is delayed, subsequent activities may be delayed by the same number of days.

Activity	Scheduled Date
Public notice announcing Request for Proposals (RFP)	**3/26/2016**
Distribution of RFP	3/26/2016
RFP Orientation	**3/31/2016 9:00 p.m. - 11:00 p.m. HST**
Applicants' submission of written questions for written responses deadline	4/5/2016 4:30 p.m.
State purchasing agency's response to Applicants' written questions deadline	4/8/2016
Discussions with Applicants prior to proposal submission (optional)	As needed
Proposal submission deadline	**4/27/2016 4:30 p.m. HST**
Discussions with Applicants after proposal submission (optional)	As needed
Final revised proposals deadline (optional)	As needed
Proposal evaluation period	4/28/2016 - 5/9/2016
Provider selection	5/9/2016
Statement of Findings and Decision (Notice of Award)	**5/13/2016**
Contract start date	**7/1/2016**

1.2 Website Reference

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

	For:	Website:
1	Procurement Notices for Solicitations (RFP) website	http://spo3.hawaii.gov/notices/notices
2	Procurement of Health and Human Services	http://hawaii.gov/spo2/health/rfp103f/
3	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov/references/
4	Standard Contract – General Conditions (AG103F13)	http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view
5	Cost Principles	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/
6	Forms	http://spo.hawaii.gov/all-forms/
7	Protest Procedures/Forms	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/

Non-SPO websites

Note: Website addresses may change from time to time. If a link is not active, try the State of Hawaii website at https://portal.ehawaii.gov/

	For:	Website:
8	Hawaii Compliance Express (HCE)	https://vendors.ehawaii.gov/hce/splash/welcome.html
9	Department of Taxation	http://tax.hawaii.gov/
10	Department of Commerce and Consumer Affairs, Business Registration	http://dcca.hawaii.gov/ Click on "Business Registration"
11	Wages and Labor Law Compliance, HRS §103-055	http://www.capitol.hawaii.gov/hrscurrent/Vol02_Ch0046-0115/HRS0103/HRS_0103-0055.htm
12	Campaign Spending Commission	http://ags.hawaii.gov/campaign/
13	Internal Revenue Service	http://www.irs.gov/

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

***Section 2, Service Specifications*:** Provides the Applicant with a description/details of the tasks to be performed, delineates the Provider's 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 shall be evaluated by the State purchasing agency.

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

1.5 Contracting Office

The Contracting Office is responsible for overseeing the contracts resulting from this RFP including systems operations, fiscal agent operations, and monitoring and assessing the Provider's performance. The Contracting Office is:

Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards St, Suite 400
Honolulu, Hawaii 96813

1.6 RFP Contact Person

From the release of this RFP until the full execution of the contracts for the awarded Providers, any communication regarding this RFP shall be directed to the sole point-of-contact identified below unless otherwise directed:

Ms. Christine Gamboa
Purchase of Services Unit
Phone: (808) 586-5687
Email: cgamboa@dhs.hawaii.gov

1.7 Orientation

An RFP Orientation for Applicants regarding this RFP shall be held on **March 31, 2016 from 9:00 a.m. – 11:00 a.m via live meeting and teleconference**:

To participate in the live orientation, please attend at the following address:

810 Richards Street, 4th Floor
Honolulu, HI 96813

To participate via teleconference, please call the following number and enter the access code:

Teleconference Phone Number:	**1-888-482-3560**
Access Code:	**5868256**

To attend the Orientation, via live meeting or teleconference, the Applicant shall contact Ms. Gamboa at (808) 586-5687 or cgamboa@dhs.hawaii.gov by March 30, 2016 and provide their name, title, agency, telephone number, and email address as well as the number of people planning to attend the meeting with their information.

1.8 Submission of Questions

The Applicant is encouraged to submit written questions to Ms. Gamboa at cgamboa@dhs.hawaii.gov prior to the Orientation. The Applicant shall have the opportunity to ask questions at the Orientation and answers will be provided at the State purchasing agency's discretion. However, answers provided at the Orientation are intended only as general responses and may not fully represent the State purchasing agency's position. To ensure an answer to either a question from the Orientation or a question that develops after the Orientation, the Applicant shall submit the question in writing after the Orientation but no later than the Applicants' submission of written questions deadline. Formal official responses to the Applicants' written questions shall be provided in writing by the State purchasing agency via an addendum to the RFP.

The Applicants' submission of written questions deadline is **April 5, 2016, 4:30 p.m. Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **April 8, 2016.**

1.9 Submission of Proposals

A. Forms/Formats

Forms, with the exception of program specific forms, may be found on the SPO website (see 1.2 Website Reference, Section 1 of this RFP). For program specific forms see the Proposal Application Checklist, Section 5 of this RFP.

1. Proposal Application Identification Form (SPOH-200)

   This form provides the Applicant's proposal identification.

2. Proposal Application Checklist

   This checklist provides the program specific requirements, the reference and location of required forms, and how the proposal components shall be ordered and submitted to the State purchasing agency.

3. Table of Contents

   This sample format is meant to be a guide (see Section 5 of this RFP).

4. Proposal Application (SPOH-200A)

   This form provides a framework within which the Applicant may submit comprehensive narratives to address the requirements specified in the Proposal Application Instructions, Section 3 of this RFP, including a complete budget. The Applicant may also choose to develop its own framework within which to address the requirements. Whatever framework is used, the Applicant must address all of the requirements in this RFP as specified.

B. Program specific requirements

See Service Specifications, Section 2 and Proposal Application Instructions, Section 3 of this RFP. For required State and/or federal certifications see Proposal Application Checklist, Section 5 of this RFP.

C. Multiple and alternate proposals

Multiple proposals and alternate proposals shall not be accepted (see Service Specifications, Section 2 of this RFP).

D. Hawaii Compliance Express (HCE)

All Providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for on-line compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is an annual registration fee for the service (currently $12.00). The HCE's on-line "Certificate of Vendor Compliance" provides the registered Provider's current compliance status as of the Certificate's issuance date and is accepted for both contracting and final payment purposes. See 1.2 Website References, Section 1 of this RFP for the HCE website address.

1. Tax clearance

   Pursuant to HRS §103-53, as a prerequisite to entering into a contract of $25,000.00 or more the Provider shall be required to have a tax clearance from DOTAX and the IRS. See 1.2 Website References, Section 1 of this RFP for the DOTAX and the IRS website addresses.

2. Labor law compliance

   Pursuant to HRS §103-55, the Provider shall be in compliance with all applicable laws of the State and federal governments relating to Payment of Wages, Safety, Workers' Compensation, and Unemployment Compensation. See Section 1, 1.2 Website Reference of this RFP for the DLIR website address.

3. DCCA business registration

   Prior to entering into a contract, the owner of any entity doing business in the State, except the owner of a sole proprietorship, charitable organization, unincorporated association, or foreign insurance company, shall be registered and in good standing with the DCCA, Business Registration Division. Also, a foreign insurance company must register with the DCCA, Insurance Division. See 1.2 Website References, Section 1 of this RFP for the DCCA website address.

E. Wages law compliance

By submitting a proposal the Applicant certifies that it is in compliance with HRS §103-55 Wages, Hours, and Working Conditions of Employees of Contractors Performing Services. See 1.2 Website References, Section 1 of this RFP for the DLIR website address.

F. Campaign contributions by State and county providers/contractors

HRS §11-355 prohibits campaign contributions from certain State and county government providers/contractors during the contract term if the providers/contractors are paid with funds appropriated by a legislative body. See 1.2 Website Reference, Section 1 of this RFP for the Campaign Spending Commission website address.

G. Confidential information

If the Applicant believes any portion of a proposal contains information that should be withheld as confidential, the Applicant shall request in writing for non-disclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note: Expenditure/Item costs are not considered confidential and will not be withheld.

H. Proposal Submission

FOR PROPOSAL SUBMISSION INFORMATION REGARDING THIS RFP PLEASE REFER TO THE PROPOSAL SUBMISSION INFORMATION SHEET AT THE BEGINNING OF THIS RFP.

1.10 Discussion with the Applicant

A. Prior to the proposal submittal deadline: Discussion may be conducted with an Applicant to promote understanding of the State purchasing agency's requirements.

B. After the proposal submittal deadline: Discussion may be conducted with an Applicant whose proposal is determined to be reasonably susceptible of being selected for award, however, a proposal may be accepted without discussion per HAR §3-143-403.

1.11 Opening of Proposals

Upon the State purchasing agency's receipt of a printed, USB, and/or CD proposal copy at the designated location (including any modifications to and withdrawals of a proposal), a verification of receipt shall be date-stamped and, if possible, time-stamped for the Applicant's and the State purchasing agency's records.

Upon the State purchasing agency's receipt of an emailed proposal copy at the designated location, a verification of receipt shall be emailed to the Applicant as soon as possible after receipt on April 27, 2016 for the Applicant's and the State purchasing agency's records.

All received printed, USB, CD and/or emailed proposal copies shall be secured by the State purchasing agency and not examined for evaluation purposes until after the proposal submittal deadline.

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

1.12 Additional Materials and Documentation

Upon request from the State purchasing agency, the Applicant shall submit any additional documentation/materials reasonably required by the State purchasing agency for its evaluation of the proposal.

1.13 RFP Amendments

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

1.14 Final Revised Proposals

If requested of the Applicant, a final revised proposal shall be submitted in the manner and by the date and time specified by the State purchasing agency. If the final revised proposal is not submitted, the previously submitted proposal shall be the Applicant's final revised proposal. The Applicant shall submit only the section/s of the proposal requiring revision as well as the Proposal Application Identification Form (SPOH-200) (see 1.2 Website Reference, Section 1 of this RFP). After the final revised proposals are received, final evaluations shall be conducted for the contract awards.

1.15 Cancellation of Request for Proposal

This 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 cost incurred by the Applicant in preparing or submitting a proposal is the Applicant's sole responsibility.

1.17 Provider Participation in Planning

Applicants awarded a contract resulting from this RFP shall be required to participate in the State purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

The Providers' participation in the State purchasing agency's efforts to plan for or to purchase Health and Human Services prior to the release of an RFP, including the sharing of information about community needs, best practices, and the Providers' resources, shall not disqualify the 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 only those proposals submitted in accordance with all requirements set forth in this RFP, which comply with the service specifications, and which demonstrate an understanding of the problems involved as acceptable. A proposal offering any other set of terms and/or conditions may be rejected without further notice.

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

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

1.19 Notice of Award

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

Any contract resulting from this RFP is subject to the approval of the State Department of the Attorney General (DAG) as to form and to all further approvals, including the approval of the Director, as required by statute, rule, regulation, order, or other directive.

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

1.20 Protests

Pursuant to HAR Chapter 148 and HRS §103F-501, an Applicant aggrieved by an award of a contract may file a protest. For the Notice of Protest form (SPOH-801) and related forms see 1.2 Website Reference, Section 1 of this RFP. Only the following matters may be protested:

A. A State purchasing agency's failure to follow any procedure established by HRS Chapter 103F.
B. A State purchasing agency's failure to follow any rule established by HRS Chapter 103F.
C. A State purchasing agency's failure to follow any requirement, procedure, or evaluation criterion in the RFP issued by the State purchasing agency.

The Notice of Protest shall be postmarked by the USPS or hand delivered to: 1) the Head of the State purchasing agency (HOPA) conducting the procurement, and 2) the procurement officer conducting the procurement within five (5) working days of the postmark of the Statement of Findings and Decision (Notice of Award) sent to the Applicant protestor. If delivery services other than the USPS are used they shall be considered hand delivery and the Notice of Protest shall be considered submitted on the date received by the State purchasing agency.

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

1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

Both General and Special Conditions shall be contractually required (see 1.2 Website Reference, Section 1 and Section 5 of this RFP).

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 shall utilize standard Cost Principles (SPOH-201) (see 1.2 Website Reference, Section 1 of this RFP). The State Cost Principles shall not exempt the Provider from complying with any cost principles under federal law.

Section 2

Service Specifications

Section 2
Service Specifications

2.1 Introduction

A. Overview and purpose

The Department of Human Services (DHS), Child Welfare Services (CWS) is seeking proposals for one Provider to provide services for the Molokai Integrated Services System (MISS) to children and their biological, extended, resource, legal guardian, and adoptive families involved in or referred by CWS.

The purpose of these integrated services is to promote the safety, permanency, and well-being of children and families by addressing the range of family system problems that place children at risk of child abuse and neglect or result in child maltreatment. MISS consists of the following service groups:

1. Comprehensive Counseling and Support Services (CCSS) for CWS clients including, but not limited to:
   a. Crisis intervention;
   b. Counseling and clinical therapy;
   c. 'Ohana Time/visitation services;
   d. Individual and/or group skill building in the home and/or in the community;
   e. Child care while clients are participating in services; and
   f. Transportation;
2. Voluntary Case Management (VCM) Services;
3. Family Strengthening Services (FSS);
4. Post Permanency Services (PPS); and
5. Community Outreach and Resource Centers.

VCM Services and FSS are part of the DHS' Differential Response System (DRS).

Provision of an integrated service array utilizes the DHS' resources more efficiently by providing the following benefits to children and families:

1. A single entry point for all services.
2. Seamless transition through the service groups/components of MISS.
3. Referrals to any of the service groups/components of MISS.
4. Direct access on the island of Molokai to all service groups/components.

B. Planning activities conducted in preparation for this RFP

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

____	Information from other state agencies on services to the same target group.
X	Views of service recipients and community advocacy groups on conditions affecting achievement of desired goals.
X	Views of Provider organizations on how to improve service specifications; a request for information (RFI) process may have been used for this purpose.
X	Information from POS monitoring and other reports for current contracts.
X	Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

A Request for Information (RFI) was posted on the State Procurement Office (SPO)/Procurement Notices System website on December 10, 2015, and an RFI meeting was held on December 15, 2015, to gather information and assist in the development of this RFP.

Planning information may be obtained from Christine Gamboa, POS Specialist and RFP contact person, by email at **cgamboa@dhs.hawaii.gov**.

C. Service goals

There are three broad outcome domains in the continuum of child welfare services: safety, permanency, and child and family well-being. Additionally, the principles of family-centered and strengths/needs-based practice are important elements in service provision. Based on these, the guiding principles of CWS Branch are:

1. The safety of children is the paramount concern that must guide all child welfare services. Child safety must be the paramount concern when making service provision, placement, and permanency planning decisions.

2. Reasonable efforts to maintain and reunify families are important except when it is determined that the child's safety in the family cannot be assured. Thus, risk and safety assessment skills are important in maintaining the quality of child welfare services and decision making.

3. Children should be helped to stay with or return to their families, when safety can be assured, through the provision of timely, appropriate, quality, and individualized service activities and supports that build on the strengths of children and families and are responsive to their needs.

4. If children cannot remain safely in their homes, foster care and other temporary placements shall be considered as an extension of family life rather than as an alternative to it. The child's need for attachment and connections shall be addressed through strengthening the family as a resource for the child.

5. Family crises provide opportunities to families to address problems. When timely, appropriate, and high quality services are provided to families in crisis, family members, CWS Branch staff, and Family Court are able to make informed decisions about the biological, foster, or adoptive parents' ability to protect and care for their children.

6. Service activities shall be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.

7. Service activities shall be competent, culturally appropriate, responsive to the strengths, needs, values, and preferences of the child and the family, and delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties. Service activities shall address the physical, emotional, educational, and social needs of the child and the family's ability to protect the child. Service activities shall provide clear and attainable goals and objectives for each participant.

8. Service activities shall be individualized, addressing the unique capacities and needs of each child and family.

9. Service activities shall empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

Reflecting the CWS Branch guiding principles, the goals of MISS are:

1. To prevent child maltreatment among families at risk through the provision of supportive family services.

2. To assure children's safety within the home and preserve families in which children have been maltreated when the family's problems can be addressed effectively.

3. To address the problems of families whose children have been placed in foster care so that permanency may occur in a safe, stable, and timely manner.

4. To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

D. Target population to be served

1. Families with children at risk of child abuse and/or neglect who are referred by CWS, other service providers/community agencies, or self-referred.

2. Children who are reported to CWS as being harmed or threatened with harm by a family member.

3. Resource caregivers providing out-of-home care to children who have been harmed or threatened with harm and who are under the jurisdiction of the DHS when services are needed to maintain or preserve an out-of-home placement.

4. Families who have assumed legal guardianship or permanent custody or adopted children who have been under the jurisdiction of the DHS.

CWS referrals shall have first priority.

The estimated number of families to be served annually is 155. Of that number, only 40 families may receive only community outreach services.

Specifics regarding the target population may be adjusted to meet the needs of the community and to comply with State or federal laws. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.

E. Geographic coverage of service

The Provider shall be responsible for the provision of the full range of contracted services for the island of Molokai, utilizing all available resources and funding, and including service capacity, staffing, and all service activities specified in each client's Individualized Program Plan (IPP).

F. Period of availability, probable funding amounts, and sources

The contract shall be awarded for an initial term of two (2) years with the possibility of two (2) extensions for two (2) years each thereafter, subject to the availability of State and federal funds, continued identified community need, and the satisfactory performance of services by the Provider as determined by the DHS. The maximum contract term shall not exceed six (6) years, from July 1, 2016 through June 30, 2022.

Total contract funding is anticipated to be $374,719.00 per fiscal year. Total contract funding shall be pro-rated for periods of less than one (1) year.

The allocation of funding is based on the total funding amount available for the service and the estimated costs of providing services to the goal numbers of clients to be served (see Performance Measurement Form A, Section 2 of this RFP). The allocation includes compensation for operating costs, including personnel.

Funding increases and decreases shall also be subject to the availability of State and federal funds, changes in the service specifications (e.g. the target population to be served, the geographic location's needs, utilization increases/decreases, service activities, and service delivery), and satisfactory performance by the Provider as determined by the DHS.

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

2.2 Contract Monitoring and Evaluation

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

A. Quality of Care/Quality of Services
B. Output Measures
C. Performance/Outcome Measures
D. Financial Management
E. Administrative/Management Requirements

2.3 General Requirements

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

The Provider shall comply with the following requirements as well as the General and Special Conditions, which include further requirements of this contract (see Section 5 of this RFP).

1. The Provider shall provide services in concurrence with all Hawaii Revised Statutes (HRS), with particular attention to Chapters 346, 350, and 587; Hawaii Administrative Rules (HAR); Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and the DHS' policies and procedures.

2. The Provider shall be qualified, as well as certified, licensed, and/or accredited, as applicable, to perform the services solicited in this RFP.

3. The Provider shall share any and all information with the DHS, as necessary, and other parties, as applicable, to ensure the safety, permanency, and well-being of the child and the family.

4. The Provider may be required to become involved in Family Court activities if a member of the Provider's staff receives a subpoena or a court order from the Court to attend a Court hearing and/or provide information to the Court. Subpoenaed and court-ordered staff are required to attend the Court hearing and/or provide the requested information to the Court. Subpoenaed and court-ordered staff shall cooperate with the DHS and the Department of the Attorney General (DAG) regarding the Court hearing and/or the provision of the requested information to the Court, including assisting the DAG in preparation for their appearance at the Court hearing.
   a. Court involvement may include, but is not limited to, providing testimony in Court, attending Court hearings, and submission of reports to the Court. Court hearings may pertain, but are not limited, to those involving Temporary Restraining Orders (TROs), Juvenile Court, and paternity, child custody, and divorce matters.
   b. Subpoenaed and court-ordered staff may be required to testify as a qualified child abuse and neglect expert regarding their respective area of service provision.
   c. Testimony shall be based on the observations and assessments made during the staff's service provision.
   d. The DHS may require the use of a specified format on which to provide requested information to the Court and/or identify specific information that shall be included in reports to the Court. Provision of requested information to the Court may include providing staff resumes, if requested.

e. Non-subpoenaed or court-ordered staff may accompany a family to Court to provide support if requested by the family. Non-subpoenaed or court-ordered staff may be allowed to be present in the courtroom if deemed appropriate by the Court.

5. The Provider shall not impose any income eligibility standard on clients or families as a basis for receiving services provided through this contract.

6. Disagreements may occur between the Provider and the DHS regarding various issues (e.g. the performance of service activities within contracted specifications). The DHS shall make every effort to resolve these disagreements in a manner acceptable to both parties. However, if a disagreement is unable to be resolved acceptably to both parties after significant communication between them has occurred, the DHS shall prevail. If the Provider fails to comply with the DHS' directive, it may be deemed cause for corrective action and/or potential contractual remedies, including contract termination.

7. The contract shall be modified, as necessary, to include changes in the service specifications (e.g. the target population to be served, the geographic location's needs, utilization increases/decreases, service activities, and service delivery), State or federal statutes or rules, and/or the requirements of applicable funding sources. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.

8. The Provider shall participate in quality assurance/improvement projects for research and evaluation purposes as requested by the DHS. Such activities shall include one Child and Family Service Review (CFSR) per year/per qualified staff as arranged by the DHS. Qualifications of the Provider's staff to participate in the CFSR shall be determined by the DHS.

   Other quality assurance/improvement activities that the Provider may participate in shall include data collection and requests related to current DHS initiatives, programs, and activities. The DHS may request that the Provider provide records for review for these purposes.

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

After-the-fact secondary purchases shall be allowed.

Planned secondary purchases shall not be allowed.

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

Multiple proposals shall not be allowed.

Alternate proposals shall not be allowed.

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

☒ Single ☐ Multiple ☐ Single & Multiple

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

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

Initial contract term:
Two (2) years, from July 1, 2016 through June 30, 2018.

The initial term shall commence on the contract start date.

Number of possible extensions: Two (2) extensions.
Length of extensions: Two (2) years.

Maximum contract term:
Six (6) years, from July 1, 2016 through June 30, 2022, subject to the Option to Extend provision of the contract (see #17, Special Conditions, Section 5 of this RFP).

Conditions for extension:

1. Ongoing need for the service, as determined by the State.
2. Availability of funding.
3. Acceptable utilization, as determined by the State.
4. Satisfactory performance, as determined by the State.
5. Satisfactory compliance with the terms and conditions of the contract, as determined by the State.
6. Must be in writing, shall allow 30 calendar days for consideration and approval, and shall be executed prior to the contract expiration date.

F. Subcontracting
(Refer to 3.2 General Conditions, Section 5 of this RFP)

Subcontracting shall be allowed with the prior written approval of the DHS. Subcontracting is encouraged to provide an array of services to families in all areas of the state, including culturally specific programming.

Prior to the start of the contract, the Provider shall submit any subcontracts to the DHS for review. The Provider shall ensure that its subcontractors comply with **all** of the contract requirements of this RFP. The Provider shall submit documentation of its subcontractor's compliance with the contract requirements as requested by the DHS.

2.4 Scope of Work

The Provider shall provide services for the Molokai Integrated Services System in compliance with and including all of the following tasks and responsibilities detailed below:

A. Service delivery

Services to clients and their families shall utilize evidence based or evidence informed approaches and best or promising practice principles. Services shall be provided using a trauma-informed approach, meaning attending to a client's emotional as well as physical safety, including understanding how trauma affects the client's life.

Services shall be culturally and linguistically appropriate, fully serving clients with Limited English Proficiency (LEP). Services shall also be fully accessible and accommodate clients with any disability.

Services shall be provided to all clients regardless of gender or sexual orientation. The Provider shall use gender neutral language in its program and prohibit harassment and discrimination based on gender, gender identity or expression, and sexual orientation.

The Provider shall make every reasonable effort to assure that services are provided in a flexible manner to clients and their families. Service activities may need to be scheduled outside of normal office hours, such as in the evenings or on the weekends, to accommodate school and/or work schedules.

Services shall be provided for the period of time specified in 2.4, B. Service activities, Section 2 of this RFP. Extensions for any services may be requested on a case by case basis, based on the individual needs of the client and their family, and shall be approved/disapproved by CWS.

The Provider shall assure and be responsible for the continuity of services in the event of staff illness, medical emergencies, vacancies, or other situations that might otherwise result in reduced program services.

Client services shall:

1. Be age and developmentally appropriate.

2. Be client-centered, designed to meet the unique needs of each client and build on their strengths to promote and enhance safety, health, and well-being. Service and discharge planning shall be designed in conjunction with the client to the extent possible. The client's desires, needs, and perspective shall guide the development of all plans.

3. Facilitate the client's increased access to physical safety and resources and support them in facing any barriers to receiving services.

4. Assist the client in strengthening their resilience by reducing risk factors and increasing protective factors, such as building competence/self-esteem, strengthening the

relationship between them and their family, as appropriate, and promoting pro-social activities in the school and in the community.

5. Enhance the family's ability to provide safety, nurturance, and support for the client, as appropriate.

6. Be provided in an environment that is welcoming, inclusive, de-stigmatizing, and not re-traumatizing.

B. Service activities

The Provider shall establish and implement written procedures for intake, assessment, provision of service activities, and completion/termination of services (discharge), including the applicable criteria, timeframe for completion, and notifications to the DHS social worker.

The Provider shall ensure that short and long term goals for the individuals and the families served, depending on their strengths and needs, address the following four competency areas:

1. The parents'/caregivers' ability to meet the needs of the child/ren.
2. The parents'/caregivers' ability to protect the child/ren.
3. The parents'/caregivers' ability to maintain the safety of the child/ren.
4. The parents'/caregivers' ability to problem-solve.

Services shall also be designed to promote the following protective factors:

1. Emotional and social competence of children;
2. Nurturing and attachment;
3. Knowledge of child and youth development and of parenting;
4. Concrete supports for parents;
5. Parental resilience; and
6. Social connections.

Services may be provided at program facilities, the client's home, or community locations as approved by the DHS social worker in consultation with the Provider. The selected location shall provide for safe and appropriate interactions between the client, their family, and the Provider's staff.

1. Service assessment and the Individualized Program Plan (IPP)

   Service assessment and IPP development shall be core service activities for MISS and focus on parental life skills and support, child skill building activities, developing/enhancing protective factors, and referrals to and service coordination with other community agencies, resources, and supports.

   Service assessments:

   a. Assessments shall evaluate the individual's strengths, needs, and ability to protect children, and determine any and all appropriate service activities and types needed for

the individual and, if necessary, the family as a unit, within the range of the contracted services.

b. The Provider shall identify an assessment tool/process and/or use specific assessment tools/processes if specified by the DHS.
c. Assessments provided to CWS clients shall include an assessment of protective factors, strengths, and risks.
d. Assessments shall incorporate the DHS assessment of the family including, but not limited to, the Safe Family Home Report.
e. Assessments shall also be completed for non-CWS clients and families to determine their service needs.
f. During crisis intervention, Ohana Time/Visitation services shall start immediately. Assessments may be completed concurrently with other services/interventions that shall start immediately. If provided for in-home crisis intervention, assessments shall be completed within three (3) days.

The IPP:

a. The CWS client, the Provider, and the DHS social worker shall, through collaboration, develop an IPP consistent with the DHS' Family Service Plan that provides each family clear goals and objectives and ongoing feedback and progress reports. The Provider shall assure that the family understands the goals and objectives and that ongoing feedback and progress reports are furnished to them and the DHS.
b. To develop the IPP, a telephone consultation or a face-to-face case conference shall be held no later than one month from the referral date.
c. The consultation or conference shall include the input of the client, the Provider, and the DHS social worker. Planning meetings with all parties are recommended.
d. The consultation or conference shall result in an IPP to determine the services to be provided. While the IPP shall generally be determined through a consensual agreement among all parties, the DHS social worker has the final say. See 2.3, A., 5., Section 2 of this RFP.
e. The IPP shall describe services/interventions that address the needs and risk issues identified by the client and the family, the Provider, and the DHS social worker.
f. The IPP shall be individualized to meet the needs and risk issues and incorporate the strengths, abilities, and culture of the client and the family.

2. Comprehensive Counseling and Support Services (CCSS)

These services are provided to CWS clients and may also be provided to families served by VCM Services and FSS as needed and available. Services include, but are not limited to:

a. Crisis intervention
   The focus of in-home, crisis intervention services is to prevent the out-of-home placement of a child. A therapist shall be available for intensive and direct crisis intervention services on a 24-hour, 7 day a week basis. Service components include:
   1) Assessment;
   2) Counseling;
   3) Role modeling;
   4) Education, especially in the area of child development;

5) Assisted services, such as filling out forms, making appointments, transportation, etc.; and
6) Concrete services, such as baby feeding, housekeeping, repairing windows, etc.

b. Counseling/Clinical therapy
Services include individual, conjoint, and family counseling for families with children who are at risk of being abused or neglected. Services shall be provided to families with children in or out of the home. While problem solving counseling and other support services may be provided to families in which there has been intra-familial sex abuse, in collaboration with the sex abuse treatment provider or program, counseling under CCSS shall not be provided in lieu of sex abuse treatment. Services may be provided to children as appropriate. Services include, but are not limited to:
1) Communication skill building;
2) Problem solving skill building;
3) Building of coping skills;
4) Behavior management training;
5) Education on child development; and
6) Clinical therapy.

Counseling may be provided for up to 12 months. Extensions may be approved on a case by case basis.

c. 'Ohana Time/visitation services
This service provides supervised visits between children in foster home placement and their parents or other family members (e.g., siblings). Visits may take place in the family home or in a designated "safe home" or other safe place in the community. Services include, but are not limited to:
1) Regular supervised visits;
2) Hands on parenting instruction;
3) Positive role modeling; and
4) Transportation services.

d. Individual and group skill building
Services are provided to families who are receiving or have received counseling services and are in need of hands-on skill building. They are provided to individuals and groups in the home or in other community settings, based on the needs of the family, and include activities that are culturally based. Services include, but are not limited to:
1) Regular visits in the home;
2) Hands on parenting instruction;
3) Practical life skills instruction;
4) Role modeling;
5) Nutrition; and
6) Planning.

Activities may focus on, but are not limited to:
1) Enhancing child bonding, empathy, and management skills by using simple, concrete techniques employing both educational materials and skill building exercises.
2) Providing information about normal child development stages.

3) Increasing the understanding of parents with substance abuse problems about the effect their substance use has had on their children and encouraging and supporting their participation in substance abuse treatment services.
4) Socialization in order to develop concrete, everyday problem solving abilities as well as to learn how to interact with other people more productively.
5) Relevant issues such as the aspects of power and control underlying partner and child abuse, understanding the dynamics of abuse, including domestic violence, increasing the individual's protective ability, assertiveness training, etc., if not available through other resources.
6) Parent centered pre- and post-permanency support and education to address the needs of families and featuring guest speakers and educational workshops which may be parent-led or facilitated.

e. Childcare during client services
This shall be provided for families requiring child care while participating in any services recommended in the IPP. Childcare may also be available to CWS clients while attending required court hearings or participating in other court-related activities. The Provider shall be responsible for being in compliance with the DHS' child care rules and requirements.

f. Transportation
These services shall be provided to clients for the following situations: medical appointments, court hearings, unsupervised visits, or for any other activities that do not require monitoring or supervision.

3. Voluntary Case Management (VCM) Services

These services include a wide range of case management activities to be provided to children and families referred by CWS and identified as moderate/moderately high risk at initial intake or during on-going assessment. Children may reside in and out of the family home. Children and families receiving VCM Services shall not be under the jurisdiction of Family Court. Services may be provided for up to twelve (12) months. Extensions may be approved by CWS on a case-by-case basis.

VCM cases shall be managed by qualified case managers assisted by the DHS' VCM staff. The primary duties of the DHS' VCM staff include, but are not limited to, providing assistance with family location and engagement, providing case consultation, and monitoring the quality of work done by the Providers' VCM case managers. The Provider shall follow the procedures specified by the DHS, including those in the Differential Response System (DRS) Procedures Manual.

Services include, but are not limited to:

a. Contact with the family
The Provider shall make initial face-to-face contact with the family, including the children, within five (5) working days of the referral, or as specified by the DHS, to clarify VCM Services/the Provider's involvement, assess the safety concerns/risks to the children and the family's needs, and assist the family with the development of a plan to meet their needs.

b. Assessment
1) The Provider shall assess the concerns about the family noted in the CWS report.

2) The Provider shall complete the initial Child Safety Assessment within two (2) working days of the initial face-to-face contact. The Provider shall make efforts to interview each family member, including the children, alone (with the consent of their parents/guardians) and shall document who was assessed.
3) The Provider shall complete the Comprehensive Strengths and Risk Assessment tool, or another tool specified by the DHS, within 60 days of the initial face-to-face contact. The family's strengths, needs, and ability to protect the children shall be assessed to determine any and all appropriate service activities.
4) Assessments shall incorporate the DHS' assessment of the family including, but not limited to, the Safe Family Home Report, as applicable.
5) The Provider shall use the Family Partnership Planning and Family Partnership Plan Activities document, or another document as specified by the DHS, as part of its assessment.
6) The Provider shall complete ongoing monthly assessments to assess child safety, strengths and risk issues, and progress in services.

c. Individualized Program Plan (IPP)
   1) The Provider shall develop an IPP with the family within 60 days of the initial face-to-face contact with the goal of completion within 12 months.
   2) The IPP shall be completed as part of the Family Partnership Planning and Family Partnership Plan Activities document or another document, if specified by the DHS.
   3) Planning for an IPP shall include the Provider communicating with the child, parents, legal/physical custodians, and all other relevant persons identified as necessary to the development and implementation of the case plan goals.
   4) The IPP shall specify services that will be provided to address the reported concerns and the risk issues in the home.
   5) The IPP shall also fully document for the family the positive and negative consequences of successful or unsuccessful completion of the IPP.
   6) If the family is not able or willing to complete an IPP, the Provider shall document the family's response to the report, the completed safety assessment, any strengths and risk issues identified, and information/resources/supports provided to the family to meet their needs. A closing summary shall also be completed to document and summarize the information gathered about the family and the information/resources/supports provided.
d. Coordination of service referrals and service delivery.
e. Monitoring service delivery to ensure appropriateness and effectiveness, including making monthly face-to-face contact with the family members (including the children).
f. Completing, maintaining, and providing documentation, as specified by the DHS.

VCM Services shall be terminated when:

a. Services are successfully completed and the risk issues have been adequately/appropriately addressed.
b. If at any time, including during the initial or subsequent assessments, the Provider identifies that a child has suffered substantial harm instead of risk and/or identifies the presence of a safety factor, as defined by the DHS. The Provider shall inform CWS, provide crisis intervention to the family, as necessary, and immediately return

the case to the appropriate CWS Unit for re-assignment. The Provider shall also assist CWS in ensuring a smooth transition of the case to CWS.

c. If during the initial or subsequent assessments by the Provider or during service provision the family chooses not to participate in VCM Services and the family is assessed as needing services. The Provider shall inform CWS, provide crisis intervention to the family, as necessary, and immediately return the case to the appropriate CWS Unit for re-assignment. The Provider shall also assist CWS in ensuring a smooth transition of the case to CWS.
d. A child is reported to be substantially harmed at any time during the provision of VCM Services and an investigation by CWS confirms the report and VCM Services are no longer appropriate. The Provider shall immediately return the case to the appropriate CWS Unit for re-assignment.
e. For cases returned to CWS for which CWS subsequently files a court petition, the Provider shall provide CWS with updated assessments and the IPP, if requested by the DHS, for submission with the Family Court petition. The Provider may also be required to provide testimony in Family Court.

4. Family Strengthening Services (FSS)

These services shall be provided to children and families referred by CWS and identified as low risk at initial intake or during on-going assessment as well as families that self-refer. Services may be provided for up to six (6) months. Extensions may be approved by CWS on a case-by-case basis.

The Provider shall follow the procedures specified by the DHS, including those in the Differential Response System (DRS) Procedures Manual.

Services shall consist of:

a. Contact with the family
   The Provider shall make initial face-to-face contact with the family, including the children, within five (5) working days of the referral, or as specified by the DHS, to clarify FSS/the Provider's involvement, assess the safety concerns/risks to the children and the family's needs, and assist the family with the development of a plan to meet their needs.
b. Assessment and referral activities
   1) The Provider shall assess the concerns about the family noted in the CWS report.
   2) The Provider shall complete the initial Child Safety Assessment within two (2) working days of the initial face-to-face contact. The Provider shall make efforts to interview each family member, including the children, alone (with the consent of their parents/guardians) and shall document who was assessed. This Assessment shall also be completed prior to case closure unless the case is closed within twenty-nine (29) days of the initial Assessment and the family's situation has not changed.
   3) The Provider shall complete the Comprehensive Strengths and Risk Assessment tool, or another tool specified by the DHS, within 30 days of the initial face-to-face contact. The family's strengths, needs, and ability to protect the children shall be assessed to determine any and all appropriate service activities, including referrals to other community resources.

4) Assessments shall incorporate the DHS' assessment of the family including, but not limited to, the Safe Family Home Report, as applicable.
5) The Provider shall immediately report to CWS any safety concerns or risk issues that may require a higher level of intervention.
6) If appropriate, referrals shall be made to:
Home Visiting Services (HVS) and Neighborhood Place (NP) Services.
7) If appropriate and resources permit, referrals to other CWS contracts, including `Ohana Conferencing (OC) Services, Substance Abuse Assessment and Monitoring System (SAAMS), and components of CCSS may be made. However, first priority for OC Services and CCSS shall be given to CWS families.
8) Referrals may be made by telephone, facsimile transmission, or other methods, as appropriate.
9) Service activities may start immediately, prior to the development of an IPP, as appropriate.
10) Any services to individuals or families involved in intra-familial sex abuse treatment shall include the sex abuse treatment provider or program to ensure that service activities are well-coordinated and consistent with the sex abuse treatment plan.
11) The Provider shall complete ongoing monthly assessments to assess child safety, strengths and risk issues, and progress in services.

c. Individualized Program Plan (IPP)
1) The Provider shall develop an IPP with the family within 30 days of the initial face-to-face contact with the goal of completion within six (6) months.
2) The IPP may be completed on a document specified by the DHS.
3) Planning for an IPP shall include the Provider communicating with the child, parents, legal/physical custodians, and consultation with other necessary, relevant individuals and agencies working with the family including, but not limited to, medical, educational, and substance abuse resources. This shall assist in the development and implementation of the IPP and its goals.
4) IPP meetings shall be face-to-face. Meetings shall be scheduled at a time and in a place that accommodates the family to the greatest extent possible.
5) The IPP shall specify services that will be provided to address the reported concerns and the risk issues in the home.
6) The IPP shall also fully document for the family the positive and negative consequences of successful or unsuccessful completion of the IPP.
7) If the family is not able or willing to complete an IPP, the Provider shall document the family's response to the report, the completed safety assessment, any strengths and risk issues identified, and information/resources/supports provided to the family to meet their needs. A closing summary shall also be completed to document and summarize the information gathered about the family and the information/resources/supports provided.

d. Coordination activities
1) Accepting referrals;
2) Documenting the activities requested;
3) Receiving information and documents from CWS' staff;
4) Setting up and facilitating the assessment and IPP meetings;
5) Recording IPP meetings; and

6) Completing the IPP for signature by the appropriate family members and the Provider's staff.

e. Individual and group skill building
These activities may be provided to individuals and groups, based on the needs of the family, and include those that are culturally based. Program components may include, but are not limited to, activities designed to enhance:
1) Parenting abilities related to child bonding, empathy, understanding child development, child safety, general parenting skills, and behavioral management techniques and skills.
2) Individual skills related to communication, problem-solving, coping, and anger management skills.
3) Knowledge and skills in providing basic needs and a safe home for the individual and the family, including the areas of nutrition, hygiene, medical/dental care, housekeeping, housing, and budgeting.
4) The parents' understanding about the effect their behavior and choices have on their children. The Provider shall support, encourage, and facilitate the parents' participation in other needed services.
5) The family's connections to people and resources in the community, such as socialization activities or support groups, to develop the skills and abilities identified in 1) - 4).

f. Documentation
1) The Provider shall maintain documentation of all contact, efforts, and information related to service provision with the family.
2) The Provider shall develop and provide a closing summary to the referring worker which shall include:
a) The referral source (CWS Intake or Unit);
b) The intake number, client names, and FSS worker's name;
c) The reason for case closure;
d) The date and reason for FSS' involvement;
e) A summary of the concerns, risk issues, and strengths in the home;
f) The results of the completed Child Safety Assessment and Comprehensive Strengths and Risk Assessment;
g) Progress with the IPP or an explanation of why it was not completed; and
h) Information about the family's support and community connections.

5. Post-Permanency Services (PPS)

These services shall be provided to families who have assumed permanent custody or legal guardianship of or have adopted children who are at risk of child abuse and/or neglect or are victims of child maltreatment and are referred by CWS, other agencies, or self-referred. The following are components of PPS:

a. Family support
Community-based services designed to enhance child development, increase the parents' competence and confidence in their parenting abilities, strengthen parental relationships, afford children a safe, stable, and supportive family environment, and increase family strength and stability.

b. Family preservation

Services designed to help families at-risk or in crisis through pre-placement preventive programs, such as intensive family preservation, to help children at risk of foster care placement remain safely with their families; provide follow-up care to families who have been reunified with a child after foster care placement; and help improve parenting skills regarding child development, nutrition and health, budgeting, coping with stress, and other areas of need.

c. Adoption promotion and support
These services and activities are designed to encourage more adoptions out of the foster care system if adoption promotes the best interest of the child. This may include pre- and post-permanency services and activities to expedite the adoption process and support adoptive families.

Service activities shall include:

a. Contact with the family
The Provider shall make initial face-to-face contact with the family, including the children, within five (5) working days of the referral, or as specified by the DHS.

b. Assessment
The Provider shall assess the family to identify its resources and supports, needs, and services appropriate to meet those needs.

c. Information and referral
The family may have identified a need but is unaware of resources to address that need. The Provider shall provide information about appropriate/available resources as well as assist the family in the referral process to ensure that timely linkage is completed.

d. Follow-up contact
The Provider shall provide follow-up contact after a referral is made with the family to ensure that it is linked to the appropriate/available resource and has received or will be receiving help from the resource.

e. Individualized Program Plan (IPP)
   1) If appropriate, an IPP shall be developed with the family within 30 days of the referral with the goal of completion within six (6) months.
   2) The IPP may be completed on a document specified by the DHS.
   3) IPP meetings shall be face-to-face. Meetings shall be scheduled at a time and in a place that accommodates the family to the greatest extent possible.
   4) The IPP shall document specific services that will be provided to the family or referrals that will be made to address the family's needs.

f. Individual and group skill building
These activities may be provided to individuals and groups, based on the needs of the family and including those that are culturally based, for up to six (6) months; extensions may be approved on a case by case basis. Program components may include, but are not limited to, activities designed to reinforce the family's strengths and enhance:
   1) Parenting abilities related to child bonding, empathy, understanding child development, child safety, general parenting skills, and behavioral management techniques and skills.
   2) Individual skills related to communication, problem-solving, coping, and anger management skills.

3) Knowledge and skills in providing basic needs and a safe home for the individual and the family, including the areas of nutrition, hygiene, medical/dental care, housekeeping, housing, and budgeting.
4) The parents' understanding about the effect their behavior and choices have on their children. The Provider shall support, encourage, and facilitate the parents' participation in other needed services.
5) The family's connections to people and resources in the community, such as socialization activities or support groups, to develop the skills and abilities identified in 1) - 4).

6. Community Outreach and Resource Centers

The Provider shall conduct outreach and educational sessions with CWS staff and the community, including the Title IV-B Part II Regional Planning Committee, the CWS Advisory Committee, any Citizen's Review Panel, and other community stakeholders, to educate them about the Provider and its services and to build a community connection to ensure that services are relevant and accepted by the community. This includes, but is not limited to:

a. Community networking, planning, and development activities.
b. Activities to disseminate information regarding the Provider's services and other resources.
c. Providing regular groups and activities in the community to engage family members and the community in promoting appropriate child development and the development of protective factors.

7. The Provider shall notify the DHS, Purchase of Services (POS) Unit upon establishing a waitlist and actively problem-solve to reduce/eliminate the waitlist.

8. Except for non-CWS clients, the Provider shall provide timely and accurate case documentation to CWS staff, including case status reports, case discharge reports, and other documentation necessary to monitor and evaluate the quality, quantity, and timeliness of service activities provided.

9. The Provider shall ensure smooth transitions for families transitioning between services groups within MISS or between services within the groups as well as families transitioning to other service providers when the contract ends.

C. Administrative/Management requirements

1. Experience

The Provider shall have verifiable relevant experience for the last three (3) years in providing MISS services to clients.

2. Ability

The Provider shall have the necessary abilities, skills, and knowledge relating to the delivery of the contracted services.

3. Personnel

The Provider shall ensure that all staff, volunteers, and contracted personnel have the educational qualifications, work experience, necessary training, and appropriate certification/license, as applicable, to fulfill their job position requirements and provide the contracted service activities.

The Provider shall assure that:

a. All staff, volunteers, and contracted personnel are at least 18 years old.
b. All staff, volunteers, and contracted personnel providing counseling and clinical therapy services shall have, at a minimum, a Master's degree in social work, psychology, or a related field from an accredited institution. Staff shall also have a minimum of one (1) year of experience. Staff who do not meet the experience requirement may provide direct services only under the close supervision of personnel with, at minimum, a Master's degree in social work, psychology, or a related field from an accredited institution and a minimum of two (2) years of experience. Close supervision includes recommended actions and the review and approval of reports.
c. All staff, volunteers, and contracted personnel providing direct services (e.g., CCSS/VCM/FSS/PPS workers completing crisis intervention, assessments, IPP, individual/group services, such as parenting education), shall have, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution. Staff shall also have a minimum of one (1) year of experience. Staff who do not meet the experience requirement may provide direct services only under the close supervision of personnel with, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution and a minimum of two (2) years of experience. Close supervision includes recommended actions and the review and approval of reports.
d. All staff, volunteers, and contracted personnel providing individual/group skill building services shall have, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution. Staff shall also have a minimum of one (1) year of experience. However, services may be provided by staff with a high school diploma or G.E.D. and two (2) years of experience under the close supervision of personnel with, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution and a minimum of two (2) years of experience. Close supervision includes recommended actions and the review and approval of reports.
e. All staff, volunteers, and contracted personnel providing 'Ohana Time/visitation services, child care, and transportation shall have, at minimum, a high school diploma or G. E. D. and two (2) years of experience.
f. All staff, volunteers, and contracted personnel shall have experience in working with parents/caretakers who harmed their children or threatened their children with harm and children who experienced harm or were threatened with harm and who experienced trauma and loss. Additionally, they shall have experience in working with domestic violence, substance abuse, and permanency issues.
g. All staff, volunteers, and contracted personnel shall demonstrate a willingness to work with others, including clients coping with multiple issues, families that present safety issues, and co-workers, as part of a team.

h. Program supervision, including supervision of staff, volunteers, and contracted personnel, shall be provided by staff with, at a minimum, a Master's degree in social work, psychology, or a related field from an accredited institution and at least two (2) years of experience. A Bachelor's degree and four (4) years of relevant experience may replace the requirement for a Master's degree. Supervision shall include, but not be limited to, individual staff, volunteer, and contract personnel supervision, case reviews, periodic observation of service delivery, and ongoing evaluation of program effectiveness and outcome measures.

i. Volunteers shall be under the control and direction of the Provider even though they are not paid staff or contracted personnel.

j. If a job applicant does not meet the education, work experience, and/or training qualifications for a specific job position but the Provider still recommends hiring the applicant, a request for a waiver of the qualifications shall be submitted to the DHS in writing via email. The request shall include:
   1) The name of the applicant and his/her qualifications.
   2) The reason for the Provider's request and the justification for hiring the applicant (e.g. the applicant may not have the required education but may have adequate years of experience and/or training that demonstrates their ability to adequately perform the job position's duties).
   3) The Provider's plan for the supervision and training to be provided to the applicant if hired.

   The DHS shall respond in writing via email asking for more information or approving/disapproving the waiver, including noting any conditions, such as a probationary plan, that need to be implemented in order to hire the applicant.

k. No job applicant who does not meet the minimum qualifications for a job position shall be hired for work under the contract without written approval from the DHS.

l. Verifications of education, work experience, certification/license, and waiver as well as job performance information are the responsibility of the Provider and shall be maintained and updated in the staff, volunteers, and contracted personnel files.

m. The Provider shall comply with the following criminal history requirements:
   1) The Provider shall conduct an initial criminal history record check and sex offender check as well as submit a consent form to the DHS Licensing Unit for a CWS Central Registry Check for all staff, volunteers, and contracted personnel job applicants who apply to work under the contract, especially those who will be providing direct services as this necessitates close proximity to children.

      The Provider shall search www.ecrim.ehawaii.gov/ahewa/ (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center) and search www.nsopr.gov (National Sex Offender Registry) prior to hiring staff, volunteers, or contracted personnel.
   2) Conditional employment in a non-direct service position may be offered to an applicant for a period not to exceed 30 days pending the receipt of the results of the checks.
   3) The Provider shall have an established procedure to address any criminal conviction results with an applicant. If after such results have been received and the Provider has discussed the results with the applicant and still recommends hiring the applicant, a request for a waiver shall be submitted to the DHS in writing. The request shall include:

a) The name of the applicant and their qualifications.
- The reason for the Provider's request and their justification for hiring the applicant (e.g. the conviction was a misdemeanor which occurred several years before and the applicant's record has been clean since then), including the basis for the determination that such a criminal conviction does not pose a risk to the health, safety, or well-being of children.
- The Provider's plan for the supervision to be provided to the applicant if he/she were hired.

The DHS shall respond in writing via email asking for more information or approving/disapproving the waiver, including noting any conditions, such as a probationary plan, that need to be implemented in order to hire the applicant.

4) The DHS Licensing Unit receives the complete results of the CWS Central Registry Check and sends the Provider a copy of the results which includes only limited information.

   If an applicant has a CWS Central Registry history which may/may not pose a risk to the health, safety, or well-being of children, the Licensing Unit shall contact the applicant and may work with the applicant and the Provider in gathering more details and reviewing the information. The Licensing Unit shall contact the applicant and the Provider with the results of the review.
5) No job applicant with a criminal and/or CWS Central Registry history which shall be hired for work under the contract without written approval from the DHS.
6) All three checks shall be completed again one (1) year after hire and again every two (2) years thereafter.
7) The results of all checks and copies of all consent forms shall be maintained and updated in the staff, volunteers, and contracted personnel files.

See "CRIMINAL HISTORY RECORD CHECK STANDARDS and PROTECTIVE SERVICES CENTRAL REGISTRY CHECK STANDARDS (Revised 4/18/13)", Section 5 of this RFP.

4. Training
   a. The Provider shall have in place both an initial and an annual training plan for staff, volunteers, and contracted personnel which shall identify the specific trainings to be provided and the time frames in which they will be provided. The initial trainings shall be completed before staff, volunteers, and contracted personnel may provide direct services without direct supervision.
   b. All staff, volunteers and contracted personnel providing direct services to clients shall have, at minimum, training in the following areas before they provide direct services without direct supervision:
      1) An agency orientation including, but not limited to, policies and procedures addressing:
         a) Intakes, assessments, service planning, and discharge planning.
         b) Documentation requirements.
         c) Non-discrimination.
         d) Confidentiality and ethics.
         e) Security and safety provision.
         f) Emergency response and disaster preparedness procedures.

2) Domestic violence, child abuse and neglect, substance abuse, and permanency issues.
3) Trauma informed care.

c. A training record shall include each training topic completed, the number of training hours/days for each training, each training's completion date, and each training's facilitator and be maintained and updated in the staff, volunteers, and contracted personnel files.
d. All training shall be provided by appropriately qualified and experienced trainers.

5. Dispute/Conflict resolution procedures

The Provider shall have written dispute/conflict resolution procedures to address disagreements with staff, volunteers, and contracted personnel, with clients, and with community resources, including consulting with the DHS social worker, as needed.

6. Client files
a. Client files shall contain basic client information such as name, gender, birthdate, race/ethnicity, address, phone number, marital status (if applicable), language spoken and any LEP concerns, and any health/physical/mental conditions or special needs. Files shall also contain copies of all assessments, service plans, discharge plans, reports, and any other documentation, such as case notes and service referrals.
b. Files shall be maintained and updated during the service period.
c. Files shall be kept strictly confidential.
d. The Provider shall retain client files for six (6) years after the last service date.

7. Reporting requirements for program and fiscal data
a. The Provider shall be responsible for the following required program reports:
1) The Provider shall complete the monthly Client Eligibility List (CEL) and Quarterly Activity Report (QAR) in the formats provided by the DHS. The Provider shall report individual information about the clients served as well as the numbers of clients served, service units completed, program activities completed, accomplishments of the program objectives and outcomes, problems encountered, any program recommendations, and proposed future activities. The QAR shall also document any staffing changes.
2) The Provider shall complete the quarterly Limited English Proficiency (LEP) Report in the format provided by the DHS. The Provider shall report the number of clients who were offered and who received language access services, the type of language access service provided, the type of service provider used, and the expenditures spent on language access services during the reporting period.
3) The CEL shall be submitted to the DHS via email by the 15th of the month following the reporting period.
The QAR shall be submitted to the DHS by the last day of the month following the reporting period.
The LEP Report shall be submitted to the DHS via email by the last day of the month following the reporting period.
b. The Provider shall be responsible for the following required fiscal reports:
1) The Provider shall complete the annual Budget and monthly Expenditure Report in the formats provided by the DHS. The Provider shall summarize its annual

projected program and personnel expenditures in the Budget, and report the actual expenditures of contract funds, during the reporting period for which an invoice will be submitted, in the Expenditure Report. The Report shall also list other sources of funding used for the contract and their amounts as well as document all staff and contracted personnel that work under the contract. Expenditures reported in the Report shall be subject to review by the DHS, such as a review of all applicable receipts, to verify the amounts and the appropriateness of the reported expenditures.

2) The annual Budget shall be due by April 30 of the current fiscal year for the following fiscal year.
The Expenditure Report shall be submitted by the 15th of the month following the reporting period.

c. See Attachments, Section 5 of this RFP for samples of the program and fiscal reports.

8. Output and performance and outcome measurements
   a. The Provider shall maintain the capacity to deliver services throughout the contract term as specified in the Performance Measurement Forms A, B, and C, Section 2 of this RFP.
   b. The effectiveness of the contract shall be evaluated according to the utilization of the services, the numbers of the various service activities provided, and the outcomes achieved.
   c. Unless otherwise agreed to in writing, the number of clients to be served and the numbers of the various service activities to be provided shall change in proportion to any funding changes.
   d. See the Performance Measurement Forms A, B, and C at the end of this Section 2 of this RFP.

9. Quality assurance and evaluation specifications
   a. The Provider shall maintain throughout the contract term a system of self-appraisal for on-going evaluation of the performance effectiveness and quality of its program services.
   b. The evaluation process shall use credible and tested measurement tools or instruments.
   c. The Provider shall collect data on the impact of services, including identifying indicators of change, which are relevant to outcomes.
   d. The Provider shall include a process for implementing improvements and taking corrective action based upon the evaluation's findings.
   e. The Provider shall provide a copy of its evaluation documentation to the DHS upon request.

10. Insurance requirements (see 1.4, General Conditions, Section 1 and #2. Special Conditions, Section 5 of this RFP)
   a. The Provider shall maintain throughout the contract term the following insurance coverage:
      1) General Liability Insurance of no less than $1 million per occurrence and $2 million annual aggregate for bodily injury and property damage.
      2) Automobile Liability Insurance of no less than $1 million per accident for any auto, non-owned autos, and hired autos.

3) Professional Liability Insurance (Errors and Omissions) of no less than $1 million per claim and $2 million annual aggregate.

b. On the Certificate it shall be stated that the State of Hawaii is named as an additional insured with respect to operations performed for the State, and any insurance maintained by the State will apply in excess of, and not contribute to, the insurance provided by the policy.

c. The Provider shall include any subcontractor as additional insured under its policies or provide to the DHS separate Certificates of Insurance and endorsements for each subcontractor. Any subcontractor shall comply with the same insurance requirements as the Provider.

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

11. Hawaii Compliance Express (HCE)

The Provider shall be compliant with all statutes and administrative rules. Per HRS §103D-310(c), HRS Chapter 103F, and HAR §3-120-112, the Certificate of Vendor Compliance provided by the HCE is acceptable verification of the Provider's good standing as a vendor doing business in the State of Hawaii. The Provider shall be an HCE member with compliant status.

12. All contracts shall be monitored by the DHS in accordance with requirements set forth by HRS Chapter 103F. Ongoing contract monitoring shall include review of program and fiscal reports and periodic assessment of service delivery and program effectiveness. In addition, annual contract monitoring may include site visits with a comprehensive evaluation of several areas, including review of the Provider's compliance with contractual requirements, agency personnel files, client files, and accounting practices.

D. Facilities

The Provider shall obtain and maintain adequate facilities for the satisfactory delivery of contracted services. The Provider's facilities shall meet American Disabilities Act (ADA) requirements, as applicable, and provide any special equipment necessary for service provision. The facilities shall be operational by the contract start date.

2.5 Compensation and Method of Payment

The Provider shall comply with HRS Chapter 103F, Purchases of Health and Human Services Cost Principles (see the SPO website) in the development of its budget and its expending of contract funding.

Unless otherwise proposed and agreed between the Provider and the DHS, the pricing structure for these services is as checked below. The pricing structure may be revised by mutual agreement throughout the contract term.

_X_ Cost reimbursement where the State pays the Provider up to a maximum annual contract amount for budgeted costs actually expended in the delivery of contracted services.

___ Fixed rate cost where the State pays the Provider up to a maximum annual contract amount a service unit rate for the delivery of a set number of service units.

___ Base cost/Fixed rate cost combination where the State pays the Provider a base cost for operations plus a fixed rate cost for delivered units.

___ Negotiated rate where the State determines a set number of service units needed and negotiates with the Provider a delivery cost for the service units. The cost divided by the number of units needed determines a service unit rate.

A. Units of service

The units specified in Performance Measurement Forms A, B, and C are relevant to service delivery and capacity.

B. Method of compensation and payment

1. A monthly invoice shall be submitted in a format specified by the DHS. The invoice shall be submitted by the 15th of the month following the reporting period. See Attachments, Section 5 of this RFP for a sample of the invoice.

   Payment shall be made after receipt and preliminary approval of an invoice, reports, and any other documents required by the DHS.

   All client costs shall be supported by documentation indicating who services were provided to, when services were provided, and what services were provided.

2. The Provider shall not require any additional fees from clients for services provided through this contract without the prior approval of the State.

3. The Provider shall not use funds received through this contract for services and costs for which it received compensation from other State, federal, or other sources.

Section 3

Proposal Application Instructions

Section 3
Proposal Application Instructions

General instructions for completing the Proposal Application:

- *The Proposal Application (SPOH-200A) may be found on the SPO website (see 1.2 Website References and 1.9 A. Forms/Formats, Section 1 of this RFP). However, the website form will not include items specific to this RFP. If using the website form, the Applicant shall include* ***all*** *of the items listed in this Section 3.*
- *The Applicant is* ***strongly encouraged to review the evaluation criteria*** *in Section 4 of this RFP when completing the Application.*
- *A written response shall be required for* ***each*** *item in the Application unless otherwise indicated. Failure to answer any of the items shall affect the Applicant's score.*
- *The Applicant shall include a Table of Contents in the Application (see Table of Contents, Section 5 of this RFP).*
- *In the Application the numerical outline, titles/subtitles, the Applicant's name, and the RFP number in the top right hand corner of each page shall be retained. However, the red instructions may be deleted.*
- *12 point font size and 1 inch margins shall be used.*
- *Page numbering of the Application shall be consecutive beginning with Page one (1) and continuing through for each section (see Table of Contents, Section 5 of this RFP).*
- *The Application may be submitted in a three ring binder.*
- *Tabbing of sections of information is recommended.*

The Proposal Application is comprised of the following sections. The DHS prefers that the Applicant limits the number of pages for the narrative portion of each section to the recommended number below, encourages the Applicant to include any information the Applicant deems necessary even if the limits are exceeded, and cautions the Applicant to be discriminating regarding the amount of pages included so that the limits are not overly exceeded. No points will be deleted for exceeding the limits.

- *Proposal Application Identification Form* *(1 page)*
- *Table of Contents* *(2 pages)*
- *Program Overview* *(2 pages)*
- *Experience and Ability* *(10 pages)*
- *Staffing and Project Organization* *(12 pages)*
- *Service Delivery* *(25 pages)*
- *Financial* *(8 pages)*
- *Other: Litigation Information*
  Special Conditions, page 3 and Certification Regarding Lobbying
  Administrative Assurances
  Hawaii Compliance Express certification

3.1 Program Overview

No points are assigned to Program Overview. The intent of this section is for the Applicant to provide the evaluators with a brief overview of the Applicant's mission, the program and services being proposed, and the goals and objectives of the proposed service activities considering the assessed needs and available resources for the target population and geographic service areas.

3.2 Experience and Ability (11 points)

A. Experience (5 points)

The Applicant shall have verifiable experience for the last three (3) years relative to the service activities specified in Section 2 of this RFP.

The Applicant shall provide information demonstrating the ability and experience of providing services to meet the needs of different individuals, cultures, and communities, including individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have any disability.

The Applicant shall provide the following information regarding each of its pertinent contracts/projects listed:

1. Contract/project identification number.
2. Contracting agency.
3. Name of contact person, phone number, email address, and mailing address of the contracting agency.
4. Title <u>and</u> a brief description of the service.

This shall document that the contract(s) are pertinent to the service activities detailed in this RFP.

The DHS reserves the right to verify the Applicant's experience.

B. Ability (5 points)

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

C. Facilities (1 point)

The Applicant shall provide the street address/es of its facilities, a description of its facilities, and demonstrate its/their adequacy in relation to the proposed services. The Applicant shall also specify how the

facilities meet ADA requirements and describe any special equipment that may be required to deliver the proposed services.

If the facilities are not presently available, the Applicant shall provide detailed plans regarding how the facilities will be secured/prepared to allow for service delivery by the contract start date.

3.3 Staffing and Project Organization (15 points)

A. Staffing

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

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

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

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

The Applicant shall provide position titles and position descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly, including back-up staff for direct service staff. Position titles shall match the titles listed on the organization charts outlined below. The Applicant shall also provide clear documentation that all staff has the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications must meet the minimum personnel requirements specified in Section 2 of this RFP and be sufficient to ensure quality program/service delivery.

The Applicant shall have program accommodations to provide services to a multicultural and multilingual population, including immigrants. Staff shall have experience in providing services to this population.

Staff shall also be familiar with the range of community services available for the target population.

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

B. Project Organization

1. Supervision and training **(5 points)**

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

2. Organization charts **(1 point)**

The Applicant shall explain its **approach and rationale** for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks. The Applicant shall also provide:

a. An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.
b. A Program Specific Chart that details for each position budgeted to the contract per each position description:
   1) The position's title.
   2) The position's minimum education level (e.g. high school diploma, Bachelor's degree, Master's degree).
   3) The position's full-time equivalency (FTE) to the Applicant's agency and to the program.
   4) The position's lines of authority/supervision.
c. The Organization-Wide and Program Specific Charts shall both be attached to the Application. The position titles in the Charts shall match the titles in the position descriptions. The position descriptions shall also be attached to the Application. Position vacancy information shall also be included in the proposal.
d. If an Applicant is awarded a contract, education/experience and/or criminal/CWS Central Registry waivers for incumbent staff who do not have waivers approved by the DHS shall be submitted. Also, resumes and other incumbent staff information may be requested, as necessary.

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

3.4 Service Delivery (65 points)

The Applicant shall explain a clear, practical approach to the service delivery, service activities, and administrative/management requirements outlined in Section 2 of this RFP, including best practice, how the major service activities and tasks will be completed, well-defined work assignments and responsibilities, and logical timelines/schedules, as applicable. A fully completed Work Plan shall be attached to the Application (see the sample Work Plan and its Instructions included as an Attachment in the RFP posting on the SPO website).

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

A. Direct Service Plan Provision (40 points)

1. The Applicant shall provide specific information about its intake/referral and case closure processes including, but not limited to:
   a. How client referrals will be received and processed.
   b. How the client and the DHS will be notified of the program's response to the referral.
   c. How the client will be discharged from the program.
   d. How client cases will be closed.
   e. How the client and the DHS will be notified of the discharge from services and case closure.

2. The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the following areas:
   a. CCSS, including crisis intervention, assessment, IPP, counseling/clinical therapy, 'Ohana Time/visitation services, individual and group skill building, childcare, and transportation.
   b. VCM, including assessment, IPP, coordinating/monitoring service referrals/service delivery, monthly family contact, and documentation.
   c. FSS, including assessment, service referrals, IPP, individual and group skill building, and documentation.
   d. PPS, including assessment, information and referral, follow-up contact, IPP, and individual and group skill building.
   e. Community outreach and resource centers.
   f. Waitlist process.
   g. Service transitions for clients when the contract ends.

B. Coordination of Services (5 points)

The Applicant shall provide information that demonstrates its capability of coordinating with the DHS to establish for the client agreed upon services, common service goals, agreed upon outcomes, and other agencies/community resources to meet the needs of the target population.

The Applicant shall also demonstrate its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. Verification letters, meeting minutes, with a list of attendees, or other documentation of participation may be attached to the Application (optional).

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

The Applicant shall propose realistic numbers/percentages and consider that their staffing structure should be able to support the proposed numbers in manageable caseloads. Clear and sufficient justification shall be provided to support the proposed numbers/percentages. More points shall be awarded if the proposed numbers/percentages are realistic and appropriately justified not if larger numbers/percentages are proposed.

The DHS shall have the final determination regarding the numbers/percentages for a contract.

D. Quality Assurance and Evaluation (10 points)

The Applicant shall describe a detailed plan for quality assurance, evaluation, and improvement, including the **methodology, instruments, and timelines** for the proposed services.

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

E. Dispute/Conflict Resolution Procedures (5 points)

The Applicant shall have written dispute/conflict resolution procedures to address disagreements with staff, volunteers, and contracted personnel, with clients, and with community resources, including consulting with the DHS social worker, as needed.

3.5 Financial (9 points)

A. Pricing Structure: Proposed Budget (8 points)

1. The Applicant shall submit a clear, detailed budget utilizing the pricing structure designated in Section 2 of this RFP. The budget shall fully support the Scope of Work as well as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP.

   Note: The Applicant is advised that, for budgeting purposes, there are insurance requirements and auditing requirements under this contract. See General Conditions and Special Conditions, Section 5 of this RFP.

2. The Applicant shall fully complete and submit all required budget information using the forms listed below. All budget forms, instructions, and samples are located on the SPO website. See 1.2 Website Reference, Section 1 of this RFP. **All** budget forms shall be attached to the Application.

SPO-H-205:	Budget
SPO-H-206A:	Personnel - Salaries and Wages ***Must include all scheduled pay raises.***
SPO-H-206B:	Personnel - Taxes, Assessments, Fringe
SPO-H-206E:	Contractual Services – Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases
SPO-H-206J:	Motor Vehicles

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

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

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

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

4. The Applicant shall provide a separate and clear budget for the administrative costs on the budget forms listed in 3.5, A., 2., Section 3 of this RFP, not to exceed 15% of the annual funding amount, and justify the costs. If the Applicant has a federally-approved indirect rate, the Applicant shall provide the approval letter and the general categories used to determine the federal rate. The Applicant must submit an administrative cost budget despite the Applicant's approval for the federal rate. The Applicant may use the general categories from the federal rate but the Applicant's indirect costs for this contract must not exceed 15%.

5. All administrative budget forms, federally-approved indirect rate approval letter, and the general categories used to determine the federal rate shall be attached to the Application.

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

In order to determine the adequacy of the Applicant's accounting system as described under HAR, the Applicant shall submit its most recently completed Financial Audit, including any management letters that accompanied the audit. The Financial Audit and management letters, if applicable, shall be attached to the Application.

3.6 Other

A. Litigation Information

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

B. Special Conditions, page 3 and Certification Regarding Lobbying

The Applicant shall read and complete a copy of page 3 of the Special Conditions. The Applicant shall also read and sign a copy of the Certification Regarding Lobbying (see Attachment G, pages 5-19 and 5-26, Section 5 of this RFP). The completed/signed copies shall be attached to the Application.

C. Administrative Assurances

The Applicant shall read and sign a copy of the Administrative Assurances in Attachment F, Section 5 of this RFP. The signed copy shall be attached to the Application.

D. Hawaii Compliance Express Certification

The Applicant shall print a copy of their Hawaii Compliance Express certification and attach it to the Application.

Section 4

Proposal Evaluation

Section 4
Proposal Evaluation

4.1 Introduction

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

4.2 Evaluation Process

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

The evaluation shall be conducted in three phases as follows:

A. Phase 1 - Evaluation of Proposal Requirements
B. Phase 2 - Evaluation of Proposal Application
C. Phase 3 – Notice of Award or Non-Award of a Contract

Evaluation Categories	**Possible Points**
Administrative Requirements	***Submitted/Not submitted***
Program Overview	0 points
Experience and Ability	11 points
Staffing and Project Organization	15 points
Service Delivery	65 points
Financial	9 points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

Failure to include any of the required documents in A., 1. Administrative Requirements and/or A., 2. Proposal Application Requirements as part of the proposal may result in a lower scoring of the proposal.

1. Administrative Requirements (Submitted/Not submitted)

a. Proposal Application Checklist
b. Litigation Information (if applicable)

c. Administrative Assurances
d. Special Conditions, page 3
e. Certification Regarding Lobbying
f. Hawaii Compliance Express Verification

2. Proposal Application Requirements (Submitted/Not submitted)

a. Proposal Application Identification Form (SPO-H-200)
b. Table of Contents
c. Program Overview
d. Experience and Ability
e. Staffing and Project Organization (including Organization Charts and position descriptions)
f. Service Delivery (including Performance Measurement Forms A, B, and C and Work Plan)
g. Financial (including all budget/administrative budget forms, federal documents (if applicable), and Financial Audit and management letters)

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

1. Program Overview

The Applicant has highlighted its agency's mission as well as the goals and objectives for the proposed service activities relative to the assessed needs and available resources for the target population and geographic service areas.

2. Experience and Ability (11 Points)

a. Experience **(5 points)**
   1) The Applicant has provided all required information demonstrating verifiable experience for the last three years relative to the service activities specified in Section 2 of this RFP.
   2) The Applicant has provided information demonstrating the ability and experience of providing services to meet the needs of different individuals, cultures, and communities, including individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have any disability.
   3) The Applicant has provided the following verifiable information for each contract/project listed:
      a) Contract/project identification number.
      b) Contracting agency.
      c) Name of contact person, phone number, email address, and mailing address of the contracting agency.

d) Title and a brief description of the service.

b. Ability **(5 points)**
The Applicant has **demonstrated** the ability, skills, and knowledge relating to the delivery of the proposed services. Service outcome reports and/or letters of community support are attached to the Application (optional).

c. Facilities **(1 point)**
The Applicant has provided information demonstrating the appropriateness/adequacy of its facilities relative to the proposed services. This includes, but is not limited to, street address/es, description of the facilities, how the facilities meet ADA requirements, and a description of any special equipment required to deliver the proposed services, as applicable.

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

3. Staffing and Project Organization (15 Points)

a. Staffing

1) Proposed staffing **(5 points)**
The Applicant has described a reasonable staffing pattern, client/staff ratio, and caseload capacity appropriate for the delivery of the proposed services. The Applicant has justified the proposed staffing pattern taking into account the numbers of people to be served and the levels of service activities to be provided. The Applicant has listed the positions for all program, management, and fiscal staff proposed as full-time or part-time employees under the contract. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.

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

2) Staff qualifications **(4 points)**
The Applicant has provided position titles and position descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly, including back-up staff for direct service staff. The position titles match the titles listed on the Organization Charts outlined below. The Applicant has also provided clear documentation that all staff have the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications

meet the minimum personnel requirements specified in Section 2 of this RFP and are sufficient to ensure quality service delivery.

The Applicant has specified program accommodations to provide services to a multicultural and multilingual population, including immigrants, and that its staff has experience in providing services to these populations.

The Applicant has shown that its staff is familiar with the range of community services available for the target population.

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

b. Project Organization
   1) Supervision and training **(5 points)**
      The Applicant has described its ability and a plan to **supervise, train,** and provide administrative direction to staff relative to the delivery of the proposed services.
   2) Organization charts **(1 point)**
      a) The Applicant has explained its **approach and rationale** for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks.
      b) The Applicant has provided:
         i) An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.
         ii) A Program Specific Chart that details for each position budgeted to the contract per each position description:
            - The position's title.
            - The position's minimum education level (e.g. high school diploma, Bachelor's degree, Master's degree).
            - The position's full-time equivalency (FTE) to the Applicant's agency and to the program.
            - The position's lines of authority/supervision.
         iii) The Organization-Wide and Program Specific Charts are both attached to the Application. The position titles in the Charts match the titles in the position descriptions. The position descriptions are attached to the proposal. Position vacancy information is included in the proposal.

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

4. Service Delivery (65 Points)

The Applicant has explained a clear, practical approach to the service delivery, service activities, and administrative/management requirements outlined in Section 2 of this RFP, including best practice, how the major service activities and tasks shall be completed, well-defined work assignments and responsibilities, and logical timelines and schedules, as applicable. A fully completed Work Plan is attached to the Application.

a. Direct Service Plan Provision **(40 points)**
   1) The Applicant has provided specific information about its intake/referral and case closure process including, but not limited to:
      a) How client referrals will be received and processed.
      b) How the client and the DHS will be notified of the program's response to the referral.
      c) How the client will be discharged from the program.
      d) How client cases will be closed.
      e) How the client and the DHS will be notified of the discharge from services and case closure.
   2) The Applicant has provided a detailed, comprehensive, and practical plan for the delivery of services in the following areas:
      a) CCSS, including crisis intervention, assessment, IPP, counseling/clinical therapy, 'Ohana Time/visitation services, individual and group skill building, childcare, and transportation.
      b) VCM, including assessment, IPP, coordinating/monitoring service referrals/service delivery, monthly family contact, and documentation.
      c) FSS, including assessment, service referrals, IPP, individual and group skill building, and documentation.
      d) PPS, including assessment, information and referral, follow-up contact, IPP, and individual and group skill building.
      e) Community outreach and resource centers.
      f) Waitlist process.
      g) Service transitions for clients when the contract ends.

b. Coordination of Services **(5 points)**
   1) The Applicant has provided information that demonstrates its capability of coordinating with the DHS to establish for

the client agreed upon services, common service goals, agreed upon outcomes, and other agencies/community resources to meet the needs of the target population.

2) The Applicant has demonstrated its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. Verification letters, meeting minutes, with a list of attendees, or other documentation of participation are attached to the Application (optional).

c. Performance Measurement Forms A, B, and C **(5 points)**
The Applicant has proposed realistic numbers/percentages and considered that their staffing structure is able to support the proposed numbers in manageable caseloads. Clear and sufficient justification has been provided to support the proposed numbers/percentages.

Note: The DHS shall have the final determination regarding the numbers/percentages for a contract.

d. Quality Assurance and Evaluation **(10 points)**
The Applicant has described a detailed plan for quality assurance, evaluation, and improvement, including the **methodology, instruments, and timelines** for the proposed services.

The Applicant has described its internal review process to ensure conformance with specified contract requirements, the Administrative Assurances, adequate accounting practices, accurate record keeping and maintenance of agency files, accurate tracking of performance/outcome measures, and program effectiveness. The Applicant has outlined a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery.

e. Dispute/Conflict Resolution Procedures **(5 points)**
The Applicant has provided written dispute/conflict resolution procedures to address disagreements with staff, volunteers, and contracted personnel, with clients, and with community resources, including consulting with the DHS social worker, as needed.

5. Financial (9 points)

a. Pricing Structure: Proposed Budget **(8 points)**

1) The Applicant has submitted a clear and detailed budget utilizing the pricing structure designated in Section 2 of this RFP. The budget fully supports the Scope of Work as well

as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP.

2) The Applicant has fully completed and submitted all required budget information on the budget forms listed in Section 3 of this RFP. **All** budget forms are attached to the Application.
3) The Applicant has provided all budgeted costs (personnel and non-personnel) which are appropriate considering the service activities and tasks to be delivered. The Applicant has clearly explained how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget is in compliance with any applicable laws, regulations, and rules.
4) The Applicant has provided a separate and clear budget for the administrative costs on the budget forms listed in Section 3 of this RFP, not exceeding 15% of the annual funding amount, and justified the costs. All administrative budget forms, federally-approved indirect rate approval letter, and the general categories used to determine the federal rate are attached to the Application.

b. Other Financial Related Materials: Financial Audit **(1 point)** The Applicant has submitted its most recently completed Financial Audit, including any management letters that accompanied the audit, and has provided information that demonstrated an adequate accounting system. The Financial Audit and management letters, if applicable, are attached to the Application.

C. Phase 3 – Notice of Award or Non-Award of a Contract

Each Applicant shall receive either a Notice of Award or a Notice of Non-Award of a contract, including a Statement of Findings and Decision, Summary Score Sheet, and Proposal Ratings Worksheet.

Section 5

Attachments

A. **Proposal Application Identification Form (SPO-H-200)**

B. **Proposal Application Checklist**

C. **Sample Proposal Application Table of Contents**

D. **Criminal History Record Check Standards and Protective Services Central Registry Standards**

E. **General Conditions**

F. **Special Conditions**

G. **Administrative Assurances**

H. **Sample Program and Fiscal Forms**

1. Quarterly Activity Report
2. Client Eligibility List
3. Expenditure Report
4. Invoice
5. Limited English Proficiency Report

ATTACHMENT A

Proposal Application Identification Form (SP0-H-200)

This is a "protected" form and should be completed on-line then printed and included in the Proposal Application.

Refer to the SPO website at:
http://spo.hawaii.gov/all-forms/

ATTACHMENT B

Proposal Application Checklist

This form should printed then completed and included in the Proposal Application.

Proposal Application Checklist

Applicant: _____ RFP No.: RFP-SSD-16-POS-3050

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

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Section 5, RFP	X	
Table of Contents	Section 1, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A – optional format)	Section 3, RFP	SPO Website*	X	
Budget SPO-H-205	Section 3, RFP	SPO Website*	X	
Budget SPO-H-205A (Organization Wide by Funding Sources)	Section 3, RFP	SPO Website* See Special Instructions in Section 3	N/A	
Budget SPO-H-205B (Organization Wide by Programs)	Section 3, RFP,	SPO Website* See Special Instructions in Section 3	N/A	
SPO-H-206A Salaries and Wages	Section 3, RFP	SPO Website*	X	
SPO-H-206B Taxes, Assessments, Fringe	Section 3, RFP	SPO Website*	X	
SPO-H-206E Contractual – Admin.	Section 3, RFP	SPO Website*	X	
SPO-H-206F Contractual - Subcontracts	Section 3, RFP	SPO Website*	X	
SPO-H-206G Depreciation	Section 3, RFP	SPO Website* See Special Instructions in Section 3	N/A	
SPO-H-206H Program Activities	Section 3, RFP	SPO Website*	X	
SPO-H-206I Equipment	Section 3, RFP	SPO Website*	X	
SPO-H-206J Motor Vehicles	Section 3, RFP	SPO Website*	X	
Certifications:				
Administrative Assurances	Section 3, RFP	Section 5, RFP	X	
Special Conditions, page 3	Section 3, RFP	Section 5, RFP	X	
Hawaii Compliance Express	Section 1, RFP	*	X	
Federal Certifications:				
Debarment & Suspension	Special Conditions	Section 5, RFP	N/A	
Drug Free Workplace	Special Conditions	Section 5, RFP	N/A	
Environmental Tobacco Smoke	Special Conditions	Section 5, RFP	N/A	
Certification Regarding Lobbying	Special Conditions	Section 5, RFP	X	
Program Fraud Civil Remedies Act	Special Conditions	Section 5, RFP	N/A	

_____ Authorized Signature

_____ Date

ATTACHMENT C

Sample Proposal Application
Table of Contents

Proposal Application
Table of Contents

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II. Experience and Ability 2
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- **B.** Ability 4
- **C.** Facilities 8

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- **A.** Staffing 9
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  - 2. Staff Qualifications 13
- **B.** Project Organization 16
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IV. Service Delivery 22

V. Financial 42

VI. Attachments
- **A.** Proposal Application Identification Form
- **B.** Proposal Application Checklist
- **C.** Organization-Wide Chart
- **D.** Program Specific Chart
- **E.** Position descriptions
- **F.** Performance Measurement Forms A, B, and C
- **G.** Work Plan
- **H.** Budget/Administrative Budget and federal documents
- **I.** Financial Audit and management letters for FY15 (or FY14, if not available)
- **J.** Litigation Information
- **K.** Administrative Assurances
- **L.** Special Conditions, page 3
- **M.** Certification Regarding Lobbying
- **N.** Hawaii Compliance Express certification

ATTACHMENT D

CRIMINAL HISTORY RECORD CHECK STANDARDS

AND

PROTECTIVE SERVICES CENTRAL REGISTRY STANDARDS

These will be included in the contract.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS

(Revised 4/18/13)

I. PURPOSE

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

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

A. Upon implementation of these standards, a check of the Criminal Justice Information System (CJIS) and the Federal Bureau of Investigation (FBI) data system for a criminal history record check shall be conducted when an individual is:

1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal history record check, the individual may be placed in a non-direct service provider position on a probationary status not to exceed thirty (30) days; or
2. In a direct service provider position the criminal history record check shall be completed and the results received by the agency, purchase of services contractor or individual employer ***prior*** to the individual starting direct service work.

B. The criminal history record check shall include the submission of fingerprints to the FBI and the CJIS for a State criminal history record check.

C. Individuals shall have a criminal history record check upon initial hire or implementation of these standards and a second criminal history record check twelve months later. Thereafter, State name checks shall be conducted every other year.

D. The responsibility for conducting a criminal history record check shall rest with the individual seeking to become a direct service provider or the individual/agency/organization hiring the individual as a direct service provider.

E. The criminal history record checks shall be conducted through:

1. For APCSB providers: The Department of Human Services (DHS) designee contracted to fingerprint individuals and to submit information to and receive information from the FBI and CJIS. The individual shall complete, sign and date the DHS 1645, "Authorization for Criminal History Record Clearance", and submit the completed form to the DHS designee;
2. For APCSB and CWSB providers: State name checks are to be obtained from the Hawaii Criminal Justice Data Center (HCJDC) website: (http://ecrim.ehawaii.gov/ahewa/). Individuals who do not have access to computer may request information from the following:

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

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

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

F. When name checks into the State name inquiry system are required for employment, a printed report of each name record check accompanied by a signed Statement of Authenticity that the criminal history record report is a true and unaltered copy shall be retained in the hired individual's personnel file and made available for review by DHS staff or its designee for compliance monitoring purposes.

G. Fingerprint results and/or a printed name check in the State criminal history records, dated no more than six (6) months before the date an initial criminal history record check is required, may be accepted instead of a new criminal history record check being performed.

H. The DHS shall not be directly responsible for any cost related to the criminal history record check. Funds received through a Purchase of Service contract with the DHS for administrative costs may be used to meet the cost for criminal history record checks.

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

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

shall be terminated when a prospective or current direct service provider has a criminal history as indicated below:

A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal history record check. A criminal conviction occurring more than ten (10) years prior to the date of the criminal history record check may be considered when the criminal history of the individual may pose a risk to the health, welfare and safety of service recipients; and

B. The crime for which there is a conviction shall have a rational relationship to the direct service provider's position. Rational relationship means the crime for which there is a history is substantially related to the qualifications, duties and responsibilities of the direct service provider position. Crimes having rational relationships to direct service provider positions include any felony, including but not limited to theft, abuse, neglect, assault, or crimes involving violence or sexual offenses.

C. Exemptions from the requirements of Sections III. A. and B. may be approved for APCSB providers by the DHS designee and for CWSB providers by the CWSB.

1. Requests for exemptions shall be made in writing by using form DHS 1673, "Request for Exemption (From Criminal History Records Check Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current results of a name inquiry into the State criminal history records check must accompany the request. Fingerprint results for APCSB providers should already be on file with the DHS designee.
2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request. All documents shall be submitted to the DHS designee or CWSB.
3. Unless an individual is self-employed, the employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the DHS or its designee.
4. **For APCSB Providers:** All documents shall be submitted to the DHS designee. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the DHS designee shall convene a panel consisting of three (3) professional level multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or the therapeutic mental health field.
5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other

required documents listed on the "Checklist for Exemption Request", the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.

6. The exemption panel shall consider the following:
   a. The relevancy of the individual's conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
   b. Passage of time since the crime was committed; and
   c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since conviction, such as employment.
7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
8. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
   a. Request an informal discussion with the APCSB/CWSB Administrator; and/or
   b. Appeal the panel's decision to the CWSB Administrator.

D. APCSB clients may choose not to conduct criminal history record checks on individuals they hire on their own. Clients who choose not to have criminal history record checks shall complete form DHS 1672, "Consumer-Employer Choice Regarding Criminal History Record Check and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal history record checks or APS Central Registry checks on individuals they plan to hire as direct service providers.

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

DEPARTMENT OF HUMAN SERVICES

PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

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

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:

1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a non-direct service provider position on a probationary status not to exceed thirty (30) days; or
2. In a direct service provider position the Protective Services Central Registry check shall be completed and the results received by the agency, purchase of services contractor or individual employer ***prior*** to the individual starting direct service work.

B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.

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

For CWSB Direct Service Providers: Please go to the DHS website, **http://humanservices.hawaii.gov/ssd/backgroundcheck**, to obtain the "Child Protective Services System Central Registry Clearance Form – Experimental (2/06)" and follow the provided instructions. The individual shall fill out the Form and submit as instructed on the Form.

The release of information by the DHS or its designee shall be limited to the following:

APS CENTRAL REGISTRY CHECK

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

CWS CENTRAL REGISTRY CHECK

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

D. Upon completion of the Protective Services Central Registry check, the DHS or its designee shall mail a letter to the individual requesting the information or to the agency/organization identified by the individual to receive the information. A copy of each Protective Services Central Registry check shall be retained in the hired individual's personnel file and made available for review by DHS staff for compliance monitoring purposes.

E. A copy of a Protective Services Central Registry check, dated no more than six (6) months before the date an initial Protective Services Central Registry check is required, may be accepted instead of a new Protective Services Central Registry check being performed.

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

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

A. A prospective or current direct service provider has a Protective Services Central Registry check indicating that abuse was confirmed and that the abuse occurred within ten (10) years of the date of the Protective Services Central Registry check. A confirmation of abuse occurring more than ten (10) years of the date of the Protective Service Central Registry check may be considered when the abuse confirmation history of the individual may pose a risk to the health, welfare and safety of service recipients; and

B. The confirmed abuse has a rational relationship to a direct service provider's position. Rational relationship means the confirmed abuse is substantially related to the qualifications, duties and responsibilities of a direct service provider position.

C. Exemptions from the requirements of Sections III. A. and B. may be approved for APCSB providers by the DHS designee and for CWSB providers by the CWSB.

1. Requests for exemptions shall be made in writing by using form DHS 1673, "Request for Exemption (From Criminal Conviction Records Check Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current Protective Services Central Registry check must accompany the request.
2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request.
3. The employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the DHS or its designee.
4. **For APCSB Providers:** All documents shall be submitted to the DHS designee. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the DHS designee shall convene a panel consisting of three (3) professional level multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or the therapeutic mental health field.
5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.

6. The panel shall consider the following:
   a. The relevancy of the individual's protective services history to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
   b. Passage of time since the abuse was committed; and
   c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since the commission of abuse.
7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
8. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
   a. Request an informal discussion with the APCSB/CWSB Administrator; and/or
   b. Appeal the panel's decision to the Social Services Division Administrator.

D. APCSB clients may choose not to do APS Central Registry checks on individuals they hire on their own. Clients who choose not to have APS Central Registry checks shall complete form DHS 1672, "Consumer-Employer Choice Regarding Criminal Conviction Record Check and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or APS Central Registry checks on the individuals they plan to hire as direct service providers.

ATTACHMENT E

General Conditions

This is a PDF document.

Refer to the Department of Attorney General's website at: http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view

These will be included in the contract.

ATTACHMENT F

Special Conditions

These will be included in the contract.

Pages 5-19 and 5-26 should be printed then completed and included in the Proposal Application.

SPECIAL CONDITIONS

(Revised 5/16/12)

1. **Failure to Deliver.** In addition to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, of the General Conditions, the PROVIDER further agrees to the following: the inability of the PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Attachment 1, Scope of Services, of this Agreement, and any attachments, as applicable, shall be deemed to be a failure to provide the required services adequately or satisfactorily, entitling the STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed until all elements of each service are delivered or completed and accepted by the STATE.

2. **Insurance.** The following provisions are added to Section 1.4 of the General Conditions.

   a. The PROVIDER shall obtain and maintain at all times: **Automobile Liability Insurance** as applicable for Any Auto, Non-Owned Autos, and Hired Autos used by the PROVIDER to carry out services specified in this Agreement which shall be obtained from a company authorized to do business in the State of Hawaii or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) each accident. Prior to or upon execution of this Agreement, the PROVIDER shall furnish the STATE with a Certificate of Insurance verifying the existence of such insurance

   b. If the PROVIDER'S employees are required to use personally-owned automobiles to carry out the services specified in this Agreement, the PROVIDER shall require said employees to have a valid driver's license, obtain and maintain all Automobile Insurance coverage required by State law, and use only vehicles for which there is automobile liability coverage of no less than ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) each accident. This liability coverage limit may come from the employee's own Automobile Insurance. This liability coverage limit may also come from the PROVIDER'S Automobile Liability Insurance or the PROVIDER'S Commercial General Liability Insurance, provided that the insurance covers Non-Owned Autos. This requirement applies to all employees' use of personal vehicles for contracted, service-related activities, whether or not they are transporting clients.

   c. The PROVIDER shall obtain and maintain at all times: **Errors and Omissions (Professional) Liability Insurance** issued by a company authorized to do business in the State of Hawaii or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) per claim, TWO MILLION AND NO/100 DOLLARS ($2,000,000.00) annual aggregate. Prior to or upon execution of this

AGREEMENT, the PROVIDER shall furnish the STATE with a Certificate of Insurance, verifying the existence of such insurance.

d. The **Commercial General Liability Insurance** as required in Section 1.4 of the General Conditions shall be Occurrence Based.

e. The PROVIDER'S insurance policy shall contain the following clauses:
   i. The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.
   ii. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.

f. The PROVIDER shall immediately provide written notice to the STATE should any of the insurance policies required under this Agreement be cancelled, limited in scope, or not renewed upon expiration.

g. Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling the STATE to exercise any or all of the remedies provided in this Agreement.

h. The procuring of such required policy or policies of insurance shall not be construed to limit the PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, the PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the PROVIDER or its authorized representatives.

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

j. At all times, the PROVIDER shall comply with all current insurance requirements specified in the Hawaii Revised Statutes and the Hawaii Administrative Rules.

3. **Notice.** Any notice, bill, invoice, report, request, correspondence, approval, communication, or demand that either party desires or is required by this Agreement to give the other party shall be in writing and either served personally or sent through the United States Postal Service by pre-paid first class mail to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing. Notices of the change in address shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

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

PROVIDER:

Name: _____

Title: _____

Address: _____

_____

_____

4. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond control of such party. Such acts shall include, but not be limited to, acts of God, labor disturbances, riots, acts of war, epidemics, government regulations imposed after the fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes, or other causes beyond such party's control, provided that such party notifies the other party of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of product delivery, service, reports, or responses.

5. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, the party requesting an amendment, modification, alteration, change, or extension of any term, provision, or condition of this Agreement shall allow thirty (30) calendar days for consideration and approval of the request.

6. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, the PROVIDER further agrees to the following: All information and records about or for the clients served, secured from clients, STATE, or any other individuals or agencies by the PROVIDER, or prepared by the PROVIDER for the STATE, in satisfaction of this Agreement, shall be confidential and shall not be made available to any individual or organization by the PROVIDER without prior written approval of the STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To insure the confidentiality of all such information and records, the PROVIDER shall immediately refer all inquiries for information, including subpoenas, to the DHS' Child Welfare Services Branch Administrator or representative.

7. **Copyright and Patent.** In addition to Section 2.2, Ownership Rights and Copyright, of the General Conditions, the PROVIDER further agrees to the following: no summary, report, map, chart, graph, table, study or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its Subcontractors without prior written authorization from the Director. It is strictly understood that all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other materials prepared by the PROVIDER and

all discoveries, inventions, or developments produced in whole or in part under this Agreement shall be the property of the STATE.

8. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Agreement. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards, and shall furnish a copy of such audit to the STATE. This requirement shall apply to all the PROVIDERS receiving general funds from the STATE.

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

   a. The PROVIDER is subject to the federal audit requirements specified below; and

   b. The federal audit addresses whether the PROVIDER's internal control procedures are effective in meeting the terms and conditions of this Agreement.

9. **Federal Audit Requirement.** The PROVIDER spending a total of Five Hundred Thousand ($500,000.00) or more per year up to June 30, 2015 and Seven Hundred Fifty Thousand ($750,000.00) or more per year beginning January 1, 2015 in federal financial assistance from all sources shall be subject to federal audit requirements under the federal Office of Management and Budget (OMB) (see OMB Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations"). The PROVIDER shall furnish a copy of any such audit to the STATE.

10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.

11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by the STATE and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received and all direct and indirect expenditures of any nature related to the PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this Agreement. The requirements for an adequate accounting system shall include, but are not limited to:

   a. The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the State Procurement Office;
   b. The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
   c. Compliance with generally accepted accounting principles.

12. **Maintain Records.** In addition to Section 2.3, Record Retention, of the General Conditions, the PROVIDER shall maintain statistical, clinical, and administrative records pertaining to the services of this Agreement. The records shall be subject at all reasonable times to inspection or review by the STATE or Federal representatives directly connected with the program area under this Agreement.

13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify the STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.

14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, of the General Conditions, the PROVIDER further agrees to the following: if the PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the STATE this Agreement shall terminate and be of no further force and effect and any property or rights of the STATE, tangible or intangible, shall immediately, without further notice or demand, be returned to the STATE.

15. **Equipment.** If more than fifty percent (50%) of total contract funds specified in Attachment 3, Proposal Application Instructions, of this Agreement are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Agreement, including items of personal property, as distinguished from real property, that have an acquisition cost of $250.00 or more per item and with an expected life of more than one year, shall remain the property of the STATE. Following the Agreement period, all equipment shall be reported in the final fiscal report to the STATE. Disposition of said equipment shall be prescribed by the STATE.

16. Item 1.6, Reporting Requirements, of the General Conditions is revised as follows:

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

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

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

18. As stated in Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to State and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

19. **Environmental Tobacco Smoke.** The Provider must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** The Provider agrees that any subgrantee under this Agreement, also known as a lower tier participant under federal regulations, shall sign the following Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions:

    a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

21. **Nondiscrimination.**

a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations which effectuates Title VI of the Civil Rights Act of 1964, the Provider and any subgrantee hereby assure that no person shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.

b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations which effectuates Section 504 of the Rehabilitation Act of 1973, the Provider and any subgrantee hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.

c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations which effectuates Title IX of the Educational Amendments of 1972 and Section 844 of the Educational Amendments of 1974, the Provider and any subgrantee hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.

d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations which effectuates the Age Discrimination Act of 1975, except as may be specified in Attachment 1, Scope of Services, of this Agreement, the Provider and any subgrantee hereby assure that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.

e. **Language Access Services**. In accordance with State and Federal laws, the PROVIDER shall ensure access, delivery and documentation of interpreter services to clients with Limited English Proficiency (LEP). The PROVIDER shall develop and maintain procedures that specify how Language Assistance Services will be delivered by the PROVIDER'S organization. The PROVIDER:

i. Shall offer Language Assistance Services to individuals with LEP at no cost to the individual and document the offer as well as whether the individual declines or accepts the Services.
ii. Is prohibited from requiring individuals to bring their own interpreters with them to orientation sessions, interviews or other appointments.
iii. Is responsible for the cost of interpreters.

iv. Shall plan to accommodate multicultural and multilingual clients who may speak any language other than English including, but not limited to, Chuukese, Marshallese, Ilocano, Tagalog, Vietnamese, Korean, Cantonese, and Spanish.
v. Shall submit a quarterly LEP Report on a form provided by the DHS that shall include at a minimum:
   a) The number of LEP individuals who were offered Language Assistance Services and, from that number, how many declined or required Language Assistance Services.
   b) The primary language spoken by each LEP individual.
   c) The type of interpreter service provided.
   d) The name of the interpreter and agency, if applicable.

22. **Certification Regarding Lobbying.** The Provider and any subgrantee shall sign and submit to the STATE the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.

23. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The PROVIDER shall certify that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The PROVIDER agrees that it shall comply with any federal terms and conditions of this Agreement.

24. During the term of this Agreement the parties shall be renegotiating terms and conditions related to the performance of the PROVIDER including, but not limited to, measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Item 4.3 or 4.4 of the General Conditions, as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "...is so great that a reasonable purchasing agency would, in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the State is receiving the most advantageous bargain."

25. The PROVIDER acknowledges and agrees that the STATE shall only compensate the PROVIDER for services provided to referrals made by the STATE but that nothing contained in this Agreement obligates the STATE to provide any such referrals to the PROVIDER.

26. **§103F-401.5 Proposals and awards.** (a) No contract proposals shall be accepted from any Applicant who lacks any license necessary to conduct the business being sought by the Request for Proposals, with the exception of proposals from Applicants to operate a child care program required to be licensed pursuant to Section 346-161. (b) Proposals submitted under this chapter shall include all costs, fees, and taxes, and any award or

other payment, rebate, or direct or indirect consideration that is not included in the contract shall be for the amount of the proposal. No award or contract shall include any proposal, such as insurance premium or general excise tax rebates to or waivers for an Applicant or bidder. [L 2010, c 69, §2; am L 2012, c 60, §1]

27. **Tax Clearance.** As a result of Act 190, SLH 2011 (HRS Chapter 103D), the Internal Revenue Service (IRS) no longer issues paper tax clearances, therefore, all HRS Chapter 103F Providers are now required to register on Hawaii Compliance Express for compliance verification.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, and Cooperative Agreements

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

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Signature

_____

Title

_____

Organization

ATTACHMENT G

Administrative Assurances

This form should be printed then completed and included in the Proposal Application.

ADMINISTRATIVE ASSURANCES

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

1. Staff Development

There shall be a written training plan for direct service staff which:
a. Promotes an understanding of the clients that the DHS serves.
b. Promotes good practice.
c. Familiarizes staff with the agency's program and policies and procedures.
d. Familiarizes staff with available resources in the community as applicable under the Scope of Work in Section 2 of the RFP and in support of the service activities in the proposal.

2. Supervision

There shall be a written supervision plan for supervising direct service staff. The plan shall be consistent with the lines of supervision indicated on the Program Specific Chart in the contract.

3. Criminal History Record and Protective Services Central Registry Checks

Documentation of Criminal History Record and Protective Services Central Registry Checks, as required by the DHS and in accordance with the standards in Section 5 of this RFP, and applicable waivers shall be kept in the personnel files of all staff and backup staff providing direct services to clients or having direct client contact. This includes direct services staff of any subcontractors.

4. Coordination of Services

There shall be a written service coordination plan to coordinate services with the DHS, other Providers, and community agencies/resources, as applicable. The plan shall include each of the following:
a. Ongoing communication with the DHS about active DHS clients including notification to the DHS regarding critical incidents or non-participation in the mutually agreed upon Service Plan.
b. Providing information and referral of clients to other community agencies/resources, as appropriate.
c. Identifying other community agencies/resources that can serve as client supports.

5. Quality Assurance & Program Evaluation

There shall be a written quality assurance plan that addresses:
a. The process of service delivery.
b. The tools/instruments to be used to collect data about the impact of services on the client's life.
c. How all of the outcomes of Performance Measurement Form C, Section 2 of this RFP, shall be measured.
d. The process for making improvements or taking corrective action based on evaluation findings.

6. Documentation of Utilization

There shall be written policies and procedures for the accurate documenting, tracking, and reporting of the service units delivered to clients, contract expenditures, and other requested information. Client Eligibility Lists, Quarterly Activity Reports, and Expenditure Reports shall be submitted in a format and a timeframe as determined by the DHS.

7. Minimal English and Physical Limitations

For clients with Limited English Proficiency (LEP) and/or physical limitations:
a. There shall be procedures to ensure reasonable accommodation in the delivery of services.
b. LEP reports shall be submitted to the DHS in a format and a timeframe as determined by the DHS.

SIGNATURE	DATE
TYPE OR PRINT NAME	TITLE
AGENCY	

ATTACHMENT H

Sample Program and Fiscal Forms

SAMPLE QUARTERLY ACTIVITY REPORT

Department of Human Services
Social Services Division
Purchase of Services Office

Reporting Quarter: 1st ____ 2nd ____ 3rd ____ 4th ____ Fiscal Year: 2016-2017

Provider: _____ Contract No.: _____

Program Name: _____

I. SERVICES PURCHASED:

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

II. PEOPLE NOT SERVED:

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

   _____

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

   _____

III. PEOPLE TO BE SERVED:

(Use groups as identified in Performance Measurement Form A, Section 2 of the RFP in the Contract).

PEOPLE TO BE SERVED	**Annual Goal** Proposed # to be served for the contract year (unduplicated)	Actual # of Persons/Families Served (unduplicated)	
		This Quarter	Cumulative YTD

IV.a. **SERVICES** (Use services as identified in Performance Measurement Form B, Section 2 of the RFP in the Contract).

SERVICES	**Annual Goal** Proposed services for the contract year	Actual # of Activities Performed (unduplicated)	
		This Quarter	Cumulative YTD

IV.b. **SERVICES** (continued) – Narrative explanation of services and activities:

V.a. **OUTCOMES** (Use outcomes as identified in Performance Measurement Form C, Section 2 of the RFP in the Contract).

OUTCOMES	ACHIEVEMENT OF PROPOSED OUTCOMES				
	Proposed Annual	This Quarter		Cumulative YTD	
	% Achieved	% Achieved	# of Clients	%	#

V.b. **OUTCOMES** (continued) - Explain any problems in meeting program objectives.
(If the percent is 10% less than anticipated, provide an explanation. Use additional sheets if necessary).

VI. **MAJOR ACCOMPLISHMENTS DURING THIS QUARTER** (Use additional sheets, if necessary.)

VII. **PROBLEMS ENCOUNTERED DURING QUARTER AND CORRECTIVE ACTION TAKEN**
(Use additional sheets, if necessary.)

VIII. **STAFF CHANGES DURING QUARTER** (Attach Quarterly Staffing Changes (Form OSC 1))

IX. **PLANS FOR NEXT QUARTER**
(Plans include anything new that the Provider will incorporate into the program. Use additional sheets, if necessary).

Report prepared/submitted by:

Print Name	Title
Signature	Date

SAMPLE QUARTERLY STAFFING CHANGES

Attach a copy to the Quarterly Activity Report

1) Fiscal Year: 2016 - 2017	2) Quarter: ____ 1st ____ 2nd ____ 3rd ____ 4th
3) Provider Name:	
4) Program Name:	
5) Funding Dept:	6) Contract #:

STAFFING CHANGES FROM CONTRACT (new hires, terminations, changes in salary)					
A. Employee Name	B. Title or Position	C. Previous Salary	D. New Salary	E. Effective Date	F. Reason for Change

Form QSC 1 (01/00)

SAMPLE MONTHLY CLIENT ELIGIBILITY LIST

Fiscal Year:
Report Period (Month):
Contract No.:
Provider/Agency Name:

Client name or client #	Referral source	Service start date	Service end date	Service activity type	Staff position providing the service	# of hours delivered for the period	Total cumulative hours delivered year-to-date

SAMPLE DHS 210

REPORT OF EXPENDITURES

Provider:

Contract No.:

Reporting Period Covered:

EXPENDITURE CATEGORIES	CONTRACT COST					
	BUDGET	ACTUAL			BALANCE	% EXPENDED
	TOTAL CONTRACT (a)	Prior Periods to Date Cumulative (b)	Current Reporting Period (c)	Contract Period to Date b + c (d)	a - d (e)	d/a (f)
A. PERSONNEL COST						
1. Salaries				0	0	0.00
2. Payroll Taxes & Assessments				0	0	0.00
3. Fringe Benefits				0	0	0.00
TOTAL PERSONNEL COST	**0**	**0**	**0**	**0**	**0**	**0.00**
B. OTHER CURRENT EXPENSES						
1. Airfare, Inter-Island				0	0	0.00
2. Airfare, Out-of-State				0	0	0.00
3. Audit Services				0	0	0.00
4. Contractual Services - Administrative				0	0	0.00
5. Contractual Services - Subcontracts				0	0	0.00
6. Insurance				0	0	0.00
7. Lease/Rental of Equipment				0	0	0.00
8. Lease/Rental of Motor Vehicle				0	0	0.00
9. Lease/Rental of Space				0	0	0.00
10. Mileage				0	0	0.00
11. Postage, Freight & Delivery				0	0	0.00
12. Publication & Printing				0	0	0.00
13. Repair & Maintenance				0	0	0.00
14. Staff Training				0	0	0.00
15. Subsistence/Per Diem				0	0	0.00
16. Supplies				0	0	0.00
17. Telecommunication				0	0	0.00
18. Transportation				0	0	0.00
19. Utilities				0	0	0.00
20				0	0	0.00
21.				0	0	0.00
22.				0	0	0.00
23.				0	0	0.00
TOTAL OTHER CURRENT EXPENSES	**0**	**0**	**0**	**0**	**0**	**0.00**
C. EQUIPMENT PURCHASES				0	0	0.00
D. MOTOR VEHICLE PURCHASES				0	0	0.00
TOTAL EXPENDITURES	**0**	**0**	**0**	**0**	**0**	**0.00**
CONTRACT REVENUES RECEIVED						

FOR DHS USE ONLY:

DECLARATION: I DECLARE THAT THIS REPORT, INCLUDING ANY ACCOMPANYING SCHEDULES OR STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE REPORT, MADE IN GOOD FAITH, FOR THE REPORTING PERIOD(S) STATED.

REPORT PREPARED BY:

SIGNATURE OF PROGRAM REVIEWER — DATE — (PLEASE TYPE OR PRINT) — PHONE

SIGNATURE OF FISCAL REVIEWER — DATE — SIGNATURE OF PROVIDER'S AUTHORIZED OFFICIAL: — DATE

NAME AND TITLE (PLEASE TYPE OR PRINT):

DHS/SSD 210 1/20/00 PLEASE SUBMIT ORIGINAL POS

Sample DHS Form 210A

Provider: _____ Contract No.: _____

Reporting Period Covered:

POSITION NUMBER (a)	EMPLOYEE NAME (b)	POSITION TITLE (c)	FULL TIME MO. SALARY (d)	FULL TIME EQUIV. (FTE) (e)	% OF TIME CHARGED TO CONTRACT (f)	SALARY CHARGED TO CONTRACT (YEAR-TO-DATE) (g)	TOTAL CONTRACT BUDGET (7/1/16 to 6/30/17) (h)
TOTAL PERSONNEL COST - SALARIES & WAGES							

For Official Use Only

Signature of Program Reviewer _____ Date _____

Signature of Fiscal Reviewer _____ Date _____

DECLARATION: I declare that this report, including any accompanying schedules or statements has been examined by me and to the best of my knowledge and belief is a true, correct and complete report, made in good faith, for the reporting period(s) stated.

Report Prepared By:

Name (please type or print)

Signature of Provider's Authorized Official

Title (please type or print)

State of Hawaii
Department of Human Services
Social Services Division

SAMPLE INVOICE

Agency Name: _____

Address: _____

_____

DHS Contract Number: _____

Annual Contract Amount: _____

Amount of Payment Requesting: _____

Fiscal year: 2016 - 2017
For the months of (check the appropriate block/s):

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

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

Signature: _____ Date: _____

Title: _____

DHS USE ONLY:

Approved for Payment: _____ Yes _____ No

By: _____ Date: _____

Program Specialist

REPORTING PERIOD SFY: 2014

SERVICE PROVIDER

CONTRACT NO:

Q1 - July - Sept.
Q2 - Oct .- Dec
Q3 - Jan - Mar
Q4 - April - June

LANGUAGE	TYPE OF LANGUAGE SERVICE PROVIDED					SERVICE PROVIDER TYPE						EXPENDITURES						
	TTL LEP # 0	Face to face interpreter	Sight* translation	Written** translation	Telephone interpreter	Bilingual staff	Community Volunteer	Staff Volunteer	PAID Interpreter via agency	PAID Professional interpreter	Client ‡ provided	Face to face interpreter	Sight translation	Written translation	Telephone interpreter	Sign Language	OTHER (Identify)	TTL LEP EXPEND. $0.00
Cantonese																		
Chuukese																		
Hawaiian																		
Ilokano																		
Japanese																		
Korean																		
Kosraean																		
Sign Language/ Services for Hearing Impaired																		
Mandarin																		
Marshallese																		
Portuguese																		
Samoan																		
Spanish																		
Tagalog																		
Thai																		
Tongan																		
Vietnamese																		
Visayan (Cebuano)																		
Other - (Identify)																		
Other - (Identify)																		
Other - (Identify)																		

*Sight translation = interpreter translated document on the spot

**Written translation = document translated - does not need to be related to specific client

‡Client provided interpreter must be identified in client's case record

Summary of Language Access Services Provided:			QTR	YTD
A. # of LEP clients who were offered language assistance services (LAS).				
B. # of LEP clients offered LAS and declined services				
C. # of LEP clients offered LAS and received LAS.				

Interpreter Information for this Quarter

Name of Interpreter:	Language provided:	Agency or relationship