

State of Hawaii  
Department of Human Services  
Social Services Division  
Child Welfare Services Branch

## **Request for Proposals**

**RFP No. HMS 301-45**

# **A Statewide, All-Inclusive, Integrated and Collaborative Initiative for the Identification, Recruitment, Screening, Training, Ongoing Support and Retention of Resource Families for Children and Families in the Department's Care**

April 27, 2006

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, an [RFP Interest form](#) may be downloaded to your computer, completed and e-mailed or mailed to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

April 27, 2006

## **REQUEST FOR PROPOSALS**

### **A STATEWIDE, ALL-INCLUSIVE, INTEGRATED AND COLLABORATIVE INITIATIVE FOR THE IDENTIFICATION, RECRUITMENT, SCREENING, TRAINING, ONGOING SUPPORT AND RETENTION OF RESOURCE FAMILIES FOR CHILDREN AND FAMILIES IN THE DEPARTMENT'S CARE RFP No. HMS 301-45**

The Department of Human Services, Social Services Division, Child Welfare Services Branch is requesting proposals from qualified applicants to manage and coordinate a comprehensive, statewide collaborative enterprise for services related to resource families for the children and families in the Department's care. Specific services may include, but are not limited to, the identification, recruitment, evaluation, training, and ongoing support of resource families. The contract term will be from July 1, 2006 through June 30, 2012. A single contract will be awarded under this request for proposals.

Proposals shall be mailed and postmarked by the United State Postal Service on or before May 31, 2006, or hand delivered no later than 4:30 p.m., Hawaii Standard Time (HST), on May 31, 2006, at the drop-off site designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Child Welfare Services Branch will conduct an orientation on May 4, 2006 from 1:30 p.m. to 3:30 p.m. HST, at City Center, 810 Richards Street, Fifth Floor, CR5, Honolulu, Hawaii 96813. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 4:30 p.m., HST, on May 10, 2006. All written questions will receive a written response from the State on or about May 17, 2006.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Joseph Woodard at City Center, 810 Richards Street, Suite 400, Honolulu, Hawaii 96813, telephone: (808) 587-4298, fax: (808) 733-1111, e-mail: [jwoodard@dhs.hawaii.gov](mailto:jwoodard@dhs.hawaii.gov).

## **PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET**

**ONE ORIGINAL AND FIVE COPIES OF THE PROPOSAL ARE REQUIRED. \*\*  
ADDITIONAL COPIES MAY BE REQUESTED.**

**PROPOSALS SUBMITTED BY FACSIMILE OR BY ELECTRONIC MEANS WILL  
NOT BE ACCEPTED.**

- **ALL MAIL-INS MUST BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN MAY 15, 2006 AND RECEIVED WITHIN 10 DAYS.**
- **ALL HAND DELIVERIES WILL BE ACCEPTED AT THE FOLLOWING SITE UNTIL 4:30 P. M. , HAWAII STANDARD TIME (HST) MAY 15, 2006.**

**All Mail-Ins and Hand-Deliveries:**

Department of Human Services  
Social Services Division  
Support Services Office  
Purchase of Services Unit  
810 Richards Street, Suite 501  
Honolulu, Hawaii 96813

**DHS RFP COORDINATOR:**

Suzanne Hull  
Phone: 586-5669  
Fax: 586-5606  
For further information or  
inquiries, see the RFP Contact  
Person in Section 2, part II. F.

**BE ADVISED:**

- **All mail-ins postmarked by USPS after May 31, 2006 will be rejected.**
  - **Hand deliveries will not be accepted after 4:30 p.m., HST, May 31, 2006.**
  - **Deliveries by private mail services such as FEDEX shall be considered hand deliveries and will not be accepted if received after 4:30 p.m., HST, May 31, 2006**
- \*\* The Department of Human Services will allow applicants the option to submit copies of proposals on compact disk (CD). Applicants who choose this option must submit one original proposal on paper and five copies of the complete proposal on five separate CDs that specifically use a PDF file in Adobe Acrobat. Proposals submitted on CD that do not use a PDF file in Adobe Acrobat will not be considered and will be returned to the applicant. There are no exceptions to this requirement.**

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# **Section 1**

## **Administrative Overview**

# Section 1

## Administrative Overview

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

### I. Procurement Timetable

**Note that the procurement timetable represents the State's best estimated schedule. Contract start dates may be subject to the issuance of a notice to proceed.**

Activity	Scheduled Date
Public notice announcing RFP	<u>04/27/2006</u>
Distribution of RFP	<u>04/27/2006</u>
RFP orientation session	<u>05/04/2006</u>
Closing date for submission of written questions for written responses	<u>05/10/2006</u>
State purchasing agency's response to applicants' written questions	<u>05/17/2006</u>
Discussions with applicant prior to proposal submittal deadline (optional)	<u>05/18 – 05/31</u>
Proposal submittal deadline	<u>05/31/2006</u>
Discussions with applicant after proposal submittal deadline (optional)	<u>05/31 – 06/15</u>
Final revised proposals (optional)	<u>06/15/2006</u>
Proposal evaluation period	<u>05/31 – 06/20</u>
Provider selection	<u>06/20/2006</u>
Notice of statement of findings and decision	<u>06/20/2006</u>
Contract start date	<u>07/01/2006</u>

## II. Website Reference

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

	For	Click
1	Procurement of Health and Human Services	“Health and Human Services, Chapter 103F, HRS...”
2	RFP website	“Health and Human Services, Ch. 103F...” and “RFPs”
3	Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services	“Statutes and Rules” and “Procurement of Health and Human Services”
4	Forms	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Forms”
5	Cost Principles	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Cost Principles”
6	Standard Contract -General Conditions	“Health and Human Services, Ch. 103F...” “For Private Providers” and “Contract Template – General Conditions”
7	Protest Forms/Procedures	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Protests”

### Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at [www.hawaii.gov](http://www.hawaii.gov))

	For	Go to
8	Tax Clearance Forms (Department of Taxation Website)	<a href="http://www.hawaii.gov/tax/">http://www.hawaii.gov/tax/</a> click “Forms”
9	Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	<a href="http://www.capitol.hawaii.gov/">http://www.capitol.hawaii.gov/</a> , click “Bill Status and Documents” and “Browse the HRS Sections. ”
10	Department of Commerce and Consumer Affairs, Business Registration	<a href="http://www.hawaii.gov/dcca">http://www.hawaii.gov/dcca</a> click “Business Registration”

## III. Authority

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

## IV. RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

## V. Contracting Office

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

### State of Hawaii

**Department of Human Services, Social Services Division, Support Services Office, Purchase of Services Unit**  
**810 Richards Street, Suite 501**

**Honolulu, HI 96813-4700**

Phone (808) 586-5669 Fax: (808) 586-5603

## VI. Orientation

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

**Date:** May 4, 2006 **Time:** 1:30 p.m. HST

**Location:** City Center, 810 Richards St., Ste 501, Honolulu, HI 96813-4700

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

## VII. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

**Date:** May 10, 2006      **Time:** 4:30 p.m. HST

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

**Date:** May 17, 2006

## VIII. Submission of Proposals

**A. Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website (See page 1-2, Websites Referred to in this RFP. Refer to the Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPO-H-200)** - Provides identification of the proposal.
2. **Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.
3. **Table of Contents** - A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
4. **Proposal Application (Form SPO-H-200A)** - Applicant shall submit comprehensive narratives that addresses all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP.)
5. **Tax Clearance** – A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required either at the time of proposal submittal or upon notice of award at the discretion of the purchasing agency.

Refer to Section 4, subparagraph III.A.1, Administrative Requirements, and the Proposal Application Checklist (located in Section 5) to determine whether the tax clearance is required at

time of proposal submittal for this RFP. Tax clearance application may be obtained from the Department of Taxation website. (See paragraph II, Website Reference.)

- B. Program Specific Requirements** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the Proposal Application Instructions, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist located in Section 5.
- C. Multiple or Alternate Proposals** - Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. Wages and Labor Law Compliance** - Before a applicant enters into a service contract in excess of \$25,000, the applicant shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained form the Hawaii State Legislature website. (See paragraph II, Website Reference.)
- E. Compliance with all Applicable State Business and Employment Laws.** All applicants shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be register and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See paragraph II, Website Reference.)
- F. Confidential Information** – If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

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

- G. Proposal Submittal** - Proposals must be postmarked by USPS and received within ten days of the date designated on the Proposal mail-In and Deliver information sheet or hand delivered by the date and time designated on the Proposal Mail-In and Delivery Information Sheet attached to this RFP. Proposals shall be rejected when:
- postmarked after the designated date; or
  - postmarked by the designated date but not received within 10 days; or
  - If hand delivered, received after the designated date and time.
- The number of copies required is located on the Proposal Mail-In and Delivery Information Sheet. Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

## **IX. Discussions with Applicants**

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

## **X. Opening of Proposals**

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

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

## **XI. Additional Materials and Documentation**

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

**XII. RFP Amendments**

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

**XIII. Final Revised Proposals**

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked by the date and time specified by the state purchasing agency and received within ten days or hand delivered by the date and time specified by the state purchasing agency. Final revised proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not receive within ten days or
- If hand carried, received after the designated date and time.

If a final revised proposal is not submitted, the previous submittal shall be construed as their best and final offer/proposal. *The applicant shall submit only the section(s) of the proposal that are amended, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

**XIV. Cancellation of Request for Proposal**

The request for proposal 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 interests of the State.

**XV. Costs for Proposal Preparation**

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

**XVI. Provider Participation in Planning**

Applicant participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a request for proposals, including the sharing of information on community needs, best practices, and applicants' resources, shall not disqualify applicants from submitting proposals if conducted in accordance with sections 3-142-202 and 3-142-203 of the Hawaii Administrative Rules for Chapter 103F, HRS.

**XVII. Rejection of Proposals**

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

service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawaii Administrative Rules for Chapter 103F, HRS, are parenthesized)

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

## **XVIII. Notice of Award**

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

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

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

## **XIX. Protests**

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See paragraph II, Website Reference. ) Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

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

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
Name: Lillian B. Koller, Esq.	Name: Amy Tsard
Title: Director	Title: Social Services Division Administrator
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, HI 96809	Mailing Address: Department of Human Services Social Services Division 810 Richards St., Ste. 400 Honolulu, HI 96813-4700
Business Address: Department of Human Services 1390 Miller Street, Rm. 209 Honolulu, HI 96813	Business Address: Department of Human Services Social Services Division 810 Richards Street, Ste. 400 Honolulu, HI 96813-4700

## **XX. Availability of Funds**

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

## **XXI. Monitoring and Evaluation**

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

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

(5) Administrative Requirements

## **XXII. General and Special Conditions of Contract**

The general conditions that will be imposed contractually are on the SPO website. (See paragraph II, Website Reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary.

## **XXIII. Cost Principles**

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

# **Section 2**

## **Service Specifications**

## Section 2

# Service Specifications

### I. Introduction

#### A. Overview, purpose or need

For the last several years, beginning with the self-evaluation process for the federal Child and Family Services Review (CFSR), the Department of Human Services (DHS) has been engaged in a systematic and comprehensive review of its Child Welfare Services (CWS) programs. Together with our community partners, we have begun to enact fundamental system reform, adopting nationally-recognized “best practice” standards and initiatives in a number of areas:

- the use of a web-based Structured Decision-Making protocol for our Safety and Risk Assessments;
- the development of a Differential Response System for case management purposes that enhances the community’s capacity to deal effectively with troubled families and strengthens the social safety net;
- the organization of a series of training sessions, held throughout the state and presented by the National Resource Center for Permanency Planning and AdoptUSKids, that included practical techniques for supporting dialogue and collaboration between resource families and birth families;
- the development of several faith-based recruitment efforts focused on the Native Hawaiian community to ensure the pool of potential resource families and adoptive parents reflects the relative proportion of children with this ethnic background in the Department’s CWS caseloads;
- the expansion of ‘Ohana Conferences and a renewed commitment to using the child’s full ‘ohana (extended family) as a resource to support and reach resolution around the best permanency solution for the child.
- the development of new field practicums with the Family Court and various social service agencies involving graduate students from several faculties and campuses of the University of Hawaii system; and
- the creation of a Training Academy, together with the School of Social Work at the University of Hawaii at Manoa, to enhance the clinical and managerial skills of the Department’s staff.

In developing these and numerous other initiatives, the Department has been guided by its core Vision Statement set forth in its current Program Improvement Plan (PIP) that states in part:

*Our interventions are tailored to the individual needs of each child and family, while fully utilizing the strengths, problem-solving abilities and unique capacities of each family and local community. They demonstrate cultural sensitivity and respect for families’ lifestyles, dynamics*

*and choices for themselves and their children. They are undertaken in a spirit of partnership and collaboration with all parties interested in and committed to strengthening the safety net for Hawaii's children and they nurture, enhance and sustain the natural support systems for families in the community.*

This initiative further reflect the priorities set forth in the Child Abuse Prevention and Treatment Act (CAPTA) to develop “collaborative partnerships between the State child protective services agency, community social service agencies and family support programs, law enforcement agencies, developmental disability agencies, substance abuse treatment entities, health care entities, domestic violence prevention entities, mental health service entities, schools, churches and synagogues, and other community agencies ... .”

The Department currently lacks a coordinated, comprehensive strategy regarding resource families. This has resulted in a piecemeal patchwork of various contracts and procedures that inadvertently create unnecessary delays and artificial obstacles to providing the full range of services required to effectively and expeditiously identify, recruit, train, support, and retain the agency's resource families. The Department also currently lacks a systematic, comprehensive process for evaluating the quality and effectiveness of the services provided to the children and families in its care by the various types of resource families with whom it partners.

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

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

#### **C. Description of the goals of the service**

The term "resource family" includes all the types of families that provide care for children for whom the Department has placement responsibility due to confirmed maltreatment and who

cannot remain in their homes of origin, including kinship, foster, respite, guardianship, permanent custody, and adoptive families, recognizing that different types of resource families may have different needs. A resource family is any type of family that is willing, committed to and capable of meeting the needs of the child whatever these may be.

The term “birth family” includes all members of the child’s extended family (‘ohana) on both the maternal and paternal sides. Resource families and the applicant are expected to collaborate with all relevant members of the child’s ‘ohana in identifying the most appropriate permanency solution for the child, facilitating parental and extended-family visitation, modeling appropriate and nurturing parenting behavior for the biological parent(s), and in helping the latter to reconcile themselves to the alternative permanency solution agreed upon, should reunification prove impossible or inadvisable.

Child welfare authorities nationwide and DHS in particular face an enormous challenge in finding families willing to serve as a support to the reunification process by encouraging healthy and steady birth parent involvement or, if it is determined that reunification is neither advisable nor in the child’s best interests, to serve as a permanent resource for the child. Under the Adoption and Safe Families Act, the child welfare system works best when resource families are fully engaged in the process of permanency planning — a process which is grounded in the belief that, whenever safely possible, reasonable efforts should be made to help children remain with or return to their birth families; and that parents, resource families and agencies must work together to achieve the best possible permanency outcome for each individual child.

The resource family’s role continues beyond successful reunification in continued mentoring and support of the birth parents and in reinforcing the renewed connection and healing process for both the child and the parents. Their commitment and support enables the child to come to terms with the reality of his birth parents, who may be flawed in their parental behavior and may exhibit a confusing mix of love and rejection, but who are nonetheless preferable to the fantasy family the child may construct for himself which subconsciously undermines the reconciliation process.

The goals of service reflect the three broad outcome domains in the continuum of child welfare services: safety, permanency, and child and family well-being. The goals of the Child Welfare Services Branch are:

1. Reduce the recurrence of child abuse and/or neglect
2. Reduce the incidence of child abuse and/or neglect in foster care
3. Increase permanency for children in foster care
4. Reduce time in foster care to reunification without increasing re-entry
5. Reduce time in foster care to adoption
6. Increase placement stability
7. Reduce placements of young children in group homes or institutions

Service activities shall be based on the principles of family-centered, strengths/needs-based practice. The guiding principles of family-centered based practice in the Child Welfare Services Branch are:

1. The safety of children is the paramount concern that must guide all child welfare services and when making service provision, placement, and permanency planning decisions.
2. Reasonable efforts to maintain and reunify families are important. However, when it is determined that the child's safety in the family cannot be assured within a period of 12 months of service activities, the Department shall move towards a permanent placement for the child. Thus, risk and safety assessment skills are important in maintaining the quality of decision-making in child welfare services.
3. Family crises provide opportunities to the families to address problems. When timely, high quality, and appropriate services are provided to families in crisis, family members, Child Welfare Services Branch staff, and Family Courts are able to make informed decisions about biological, foster, or adoptive parents' ability to protect and care for their children.
4. If children cannot remain safely in their homes, foster care and other temporary placements must consider each child's need for attachment. Every child needs enduring relationships with adults and needs to belong to a family. If safety cannot be assured with the biological family, children are entitled to safe, nurturing, permanent families. Appropriate placements with relatives and kin shall be given priority.
5. Service activities must be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
6. Service activities must be developed in partnership with families and should be competent, culturally appropriate and responsive to the strengths, needs, values and preferences of each child and family, and delivered in a manner that is respectful. Service activities must address the physical, social, emotional, and educational needs of the child and the family's ability to protect the child. Service activities must provide clear and attainable goals and objectives for each participant.
7. Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

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

This initiative targets the full range of resource family types: relative or kinship families, including "hanai" relationships; foster families; families providing respite care; pre-adoptive, adoptive and post-adoptive families; and families who agree to assume legal guardianship or permanent custody of the child. It places a particular emphasis upon the identification, recruitment, training, support, and retention of resource families from the Native Hawaiian and other ethnic minority communities who are disproportionately represented in the population of children served by the Department.

**E. Geographic coverage of service**

Statewide: We are seeking a single contract to serve the whole State of Hawaii. Assurance must be given that the following areas will be provided the full range of contracted services:

1. Kauai
2. Oahu
3. Maui, Molokai, and Lanai
4. Island of Hawaii:
  - a. East Hawaii
  - b. West Hawaii.

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

Statewide: Given the enlarged Scope of Services covered by this RFP, the Department does not have a current baseline for establishing costs. We anticipate, however, that acceptable proposals will fall within the range of 1.1 to 1.4 million dollars per annum. The final contract amount will be negotiated with the successful bidder upon awarding of the contract.

The initial contract will be for two years, FY 2007 to FY2008, with annual renewals thereafter for an additional four years, subject to satisfactory performance and the availability of funds. This contract will be partially funded through Federal Title IV-E funds and hence will be subject to the pertinent Federal regulations. Since a significant reduction in the length of time it takes to fully license a resource family can result in savings to the Department, we anticipate paying a bonus amount for those families who achieve full licensure within sixty days and for those families who have enabled teens and youth with significant challenges to maintain stability in their placement or successfully reach their permanency goal.

Additional funding may become available over the life of the contract, and the sources of funding may change. Funding for any given year or for the contract as a whole may increase up to 300% of the original amount without being considered a fundamental change according to section 3-149-303(d) of Hawaii Administrative Rules. Increases are subject to availability of funds, program utilization, and satisfactory performance.

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

1. The applicant shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/1//98), which can be found in the POS Manual.
2. The applicant shall ensure that the staff is knowledgeable of the Department's requirements for foster home licensing and approval of adoptive homes.

3. At the request of the Department, the applicant must submit to the Department, if applicable, subcontracts with other agencies for services under this Agreement, prior to the services being provided, for review of their appropriateness and relevancy. The applicant shall ensure that all subcontractors comply with the requirements of the contract which includes this RFP. Upon request of the Department, the applicant shall submit documentation of the subcontractor's compliance with the requirements of the contract.
4. The applicant must ensure that the delivery of services is consistent with the Department's goals of providing safety and permanency for children. The applicant must ensure that the staff is knowledgeable about the Department's policies, procedures, services, and the children and families the Department serves.
5. The applicant must ensure that its training staff includes relative caregivers who are fully licensed as a child-specific or general licensed home and who reflect the range of ethnic communities represented in the Department's caseload.
6. The applicant shall ensure its identification and recruitment strategies, its training curricula and its support and retention services adhere to and reinforce the Department's policies and philosophy regarding the role, ethnic composition and cultural competency of resource families.
7. The applicant shall have demonstrated the experience and qualifications relevant to the services being purchased. The applicant shall have a thorough understanding of the kind of families that are needed to serve as resource families for children under the Department's custody.
8. The applicant shall cooperate with the University of Hawaii and the Department in curriculum development, training, quality assurance, and program evaluation. It shall also provide field placements and practicum experiences for graduate and undergraduate students from the University of Hawaii and shall ensure it has the requisite number of staff members available with the academic credentials necessary to serve as adjunct faculty members for the supervision of students.
9. Services shall be provided during normal working hours, evenings, weekends, or holidays if necessary.
10. The applicant must make every reasonable effort to assure flexibility in the service activities available to families.
11. The applicant must assure and be responsible for the provision of service activities throughout the geographical area. Recruitment of staff from the specific geographic area is preferred.
12. The applicant must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and

contracted for. The applicant must not require nor depend on the Department's staff to provide service activities in the event that program resources are not available due to the above situations.

13. The applicant must ensure smooth transitions between service activities for families under the contract or when the contract ends.
14. The applicant must provide timely and accurate case documentation to the Department's staff. The documentation, compiled in a case record, must include all information required for the certification or approval of the family.
15. The applicant must assure that all staff meets the minimum educational requirements as required by the Department.
16. The applicant must evaluate its program by using credible and tested measurement tools for program effectiveness in achieving outcomes and must provide data to support this.
17. All staff must meet the Department's Child Placing Organization rules, including the completion of criminal history record checks and Child Abuse and Neglect (CA/N) registry checks to ensure that there is no prior criminal history or Child Protective Services involvement.

**B. Secondary purchaser participation**

(Refer to §3-143-608, HAR)

No secondary purchases are planned. After-the-fact secondary purchases may be allowed, however, pursuant to §3-143-608 HAR.

**C. Multiple or alternate proposals**

(Refer to §3-143-605, HAR)

Allowed                       Unallowed

**D. Single or multiple contracts to be awarded**

(Refer to §3-143-206, HAR)

Single                       Multiple                       Single & Multiple

**E. Single or multi-term contracts to be awarded**

(Refer to §3-149-302, HAR)

Single term (≤ 2 yrs)                       Multi-term (6 yrs. )

Contract terms:

The term of the contract will be six years subject to the availability of funding.

**F. RFP contact person**

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful applicant or applicants. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Contact person: Suzanne Hull  
 Phone: (808) 586-5669  
 Fax: (808) 586-5603  
 E-mail: [SHull@dhs.hawaii.gov](mailto:SHull@dhs.hawaii.gov)

**III. Scope of Work**

The scope of work encompasses the following tasks and responsibilities:

**A. Service Activities**

(Minimum and/or mandatory tasks and responsibilities)

The goals of this contract are to:

1. Increase the number of resource families who are willing and able to care for children who are under the department's placement responsibility.
2. Improve the retention rate of families who have agreed to serve as resource families through ongoing support, training and timely response to potentially disruptive situations.
3. Ameliorate the screening and selection process in order to more readily identify families who are capable of and willing to work collaboratively with Department staff and the child's birth family in supporting the best permanency solution for the child.
4. Provide resource families with the skills and techniques to respond in a culturally-competent manner to the needs of the child and his birth family and to ensure the child's continued identification with his family of origin and ethnic heritage.
5. Strengthen the quality of family foster care and adoption services by providing a standardized, consistent framework for the competency-based training/preparation and approval of foster parents and adoptive parents.

The applicant shall provide to the Department, at a minimum, the following number (minus

the current backlog)<sup>1</sup> of certified/approved families for each fiscal year:

	<b>Oahu</b>	<b>East HI</b>	<b>West HI</b>	<b>Maui</b>	<b>Molokai, Lanai</b>	<b>Kauai</b>	<b>State</b>
<b>General Licensed</b>	137	40	40	32	7	24	280
<b>Child Specific</b>	960	72	72	120	7	72	1303
<b>Current Backlog</b>	311	30	53	20	0	17	431
<b>Total # of Families*</b>	1408	142	165	172	14	113	2014

\* The ratio of foster homes to adoptive homes will vary according to the site's needs.

Each home must be a “useable” home. This means that the family must not only meet licensing requirements, as documented in a standardized report, but they must also be capable and willing to care for children under the Department's placement responsibility.

Each home must also be available for placement within three months of certification, unless unforeseen circumstances arise.

Children in the Department’s care have been abused, neglected, or threatened with harm, and may have grown up in dysfunctional families, been exposed to domestic violence, or have experienced multiple placements. Homes are especially needed for medically fragile infants who require close monitoring and supervision; teenagers with behavior problems; children of all ages who have serious social, emotional, behavior or physical problems; and sibling groups.

## RECRUITMENT

For recruitment, the applicant must include the full spectrum of public relations activities that will inform and educate the public about the need for committed and engaged resource families. Any recruitment campaign must be targeted for DHS children, especially the difficult-to-place children, and must present realistic and accurate information on the children DHS serves. Specific campaigns must be developed to target the Native Hawaiian and other ethnic minority communities whose children are disproportionately represented among the children in the Department’s care. The applicant must coordinate these campaigns with all other community initiatives intended to identify and solicit resource families from these communities. The applicant must solicit responses from individuals who fit the specific types of resource families needed by each site.

<sup>1</sup> The applicant is expected to eliminate the current backlog within the first nine months of the contract.

Recruitment must also include a component for quickly handling the telephone inquiries and responding to questions regarding foster care and adoption of children in the custody of DHS. Materials currently used by DHS may be used if available, but, if not, may need to be reproduced at the applicant's cost for this recruitment effort. It is strongly recommended that the expertise and resources in the community be utilized for this campaign to maximize the effort and reduce the cost. The applicant shall coordinate recruitment efforts with the department and the community to avoid duplicative efforts and to ensure uniformity and consistency in providing services for resource families.

The schedule and content of the recruitment campaign should be described in the proposal. Recruitment shall be held as frequently as necessary to ensure that a sufficient number of families will ultimately be approved.

1. The applicant should submit a recruitment plan that will be effective in terms of cost and time in recruiting the number and type of homes needed in any particular geographic area. Recruitment plans will vary depending on the kinds of families being sought. Fliers and brochures available through DHS can be utilized, but additional fliers and brochures may need to be developed.
2. The applicant should submit a plan for the handling of the responses to the recruitment campaign. The applicant must respond to telephone inquiries in a welcoming and timely manner and be prepared to answer questions regarding foster care and adoption of children under DHS custody. The applicant must send out information to the caller by the next working day and make follow up contacts with individuals to whom information was sent and who are interested in continuing the process. The applicant may provide group orientation sessions or informational sessions to disseminate information to a large group of interested individuals in a timely manner. Materials available through DHS, such as the PRIDE packet can be utilized, but additional materials may need to be reproduced.
3. The applicant shall submit a plan on the approval process, including the initial determination of the non-negotiable licensing requirements to the final approval or denial.

## TRAINING

Foster P.R.I.D.E./Adopt P.R.I.D.E. is a competency-based comprehensive pre-service training and assessment program for prospective foster and adoptive parents. P.R.I.D.E. stands for Parents' Resource for Information, Development and Education. The curriculum was developed in collaboration with the Child Welfare League of America (CWLA) and other state and private agencies. The Department requires this training for all resource families seeking general certification or approval as a foster or adoptive parent. The training consists of a total of 18 hours for approximately 24 - 30 participants.

The PRIDE/Adopt PRIDE curriculum may be modified to fit the needs of all prospective

resource families, including child-specific relative or other kinship care placements. All modifications (including cultural competency components specific to Hawaii and adaptations related to the special needs of kinship families) must be developed conjointly with the Department, the School of Social Work at the University of Hawaii and be pre-approved by the Department.

The applicant may conduct separate training sessions (if feasible and adequate numbers of trainees are available) for foster and adoptive parents. If training sessions are not provided separately, the applicant must ensure that the training material is integrated to meet the needs of both foster and adoptive parents. The PRIDE curriculum does cover issues pertinent for both foster and adoptive parenting and the applicant should be cognizant that many resource families who may not initially consider adoption do eventually become adoptive parents or permanent legal custodians and that many adoptive parents need to provide foster parenting care until a child is legally free. The applicant must work closely with the Department in planning and conducting the training sessions, to ensure that specific issues related to working effectively with birth families to achieve reconciliation and support for the best permanency solution for their child are adequately addressed.

The applicant must coordinate its identification, recruitment and training efforts with specialized outreach initiatives, such as Kokua 'Ohana and other Department recruitment initiatives, which target the Native Hawaiian and faith-based communities in particular

Foster PRIDE/Adopt PRIDE sessions are presented by a co-trainer team consisting of an experienced child welfare professional and an experienced foster or adoptive parent. The PRIDE training must be held at a site and at a time that is convenient for the participants. The mutual assessment includes completion of the 18-hour training program, the participants' worksheets, trainer notes, at-home consultation and compliance with certification requirements. The Foster PRIDE/Adopt PRIDE Curriculum will be available to review at the DHS Staff Development Office at Waiakamilo Business Center. To arrange a time to review the program, call Laurie Jicha at 832-5116.

The 18-hour PRIDE training may be scheduled in a way that best meets the needs of the trainees and the applicant. This includes the provision of child care and appropriate refreshments for all training participants. The training must be conjointly conducted by a social worker or other professional with an equivalent background and an experienced foster parent or adoptive parent.

1. Co-trainers must participate in the "Train the Trainers" training session conducted by DHS training staff preferably prior to the start of the PRIDE training. Foster parent co-trainers should preferably be DHS-licensed foster parents (both relative and non-relative) or approved adoptive parents who are knowledgeable about the DHS child protective and foster care system. The two co-trainers must be knowledgeable of the curriculum, the children to be served and the licensing and approval requirements, issues, and processes. The co-trainers must meet and prepare prior to the training and consult after each training session to ensure that the applicants get maximum benefit from the training. Foster parent co-trainers shall be compensated with a stipend paid

by the applicant. The applicant shall also include at least two foster youth or former foster youth as speakers during each training session. The foster youth shall be compensated with a stipend paid by the applicant.

2. The applicant should identify and arrange training sites that are conveniently located for the majority of the trainees; are suitably equipped for audio-visual presentations; and are comfortable, safe and conducive to training. This includes the provision of child care and appropriate refreshments for all attendees. The training times should be scheduled to accommodate the majority of the trainees.
3. There should be an initial at-home consultation with individuals signed up for the training prior to or within the first couple of weeks of the training. At this time, there should be a further assessment of the family's compliance with the non-negotiable licensing requirements.
4. The PRIDE curriculum is currently 18 hours. The provider may schedule three (3) six (6) hour sessions or six (6) three (3) hour sessions. Trainees participating in the three (3) six (6) hour sessions cannot miss any of these sessions. However, trainees attending the six (6) three (3) hour session may miss up to two (2) sessions with make-up sessions at another time. A waiver must be requested for those trainees who miss more than two (2) sessions. This waiver must accompany a schedule of make-up sessions. No schedule of make-up sessions is needed if no more than two (2) sessions are missed. The provider shall arrange make-up sessions for those trainees who have to miss a session. These make-up sessions may be one-to-one, group, or arranging for the trainee to participate in the next session for the classes missed. All sessions must be completed in order for the trainee to be certified or approved. The professional co-trainer will compile the worksheets from the participants and begin the mutual assessment process.
5. The applicant must coordinate its training schedule with similar training sessions conducted by other community groups which target the Native Hawaiian and other disproportionately represented communities.
6. Priority in registration and expedited processing shall be given to prospective trainees from the Native Hawaiian community. The Department's goal is to ensure prospective resource families from this community are actively engaged in training within 45 days of their initial expression of interest.
7. Child-specific foster parents who wish to be general-licensed will be given the same priority as new applicants who want to be general licensed foster parents or approved adoptive parents. Child-specific foster parents who only want to care for the specific child/ren in their home but want to participate in the training may be included on a space available basis, but will not be counted as a newly approved home.
8. The applicant must present a detailed plan for ongoing training and support, including specific provisions for an immediate response to potentially disruptive situations and

specific skill training in cultural competency; the handling of emotional outbursts and acting-out behavior; responding to the child's and the birth family's sense of loss and failure; and dealing appropriately with issues of attachment and bonding.

### ASSESSMENT

The mutual assessment process includes making the initial contacts, completing the at-home consultations, using the PRIDE connection materials, and checking for compliance with other licensing/approval requirements including, but not limited to, the medical clearances, TB tests, criminal history checks, etc. A case record file with the identifying information on the applicant, materials collected, and case dictation will be sent to DHS for input into the Department's computerized data system. The individual licensing the home needs to have a social work background, preferably with an M.S.W. The applicant shall:

1. Use DHS application forms and complete foster home and adoptive home assessments and evaluations using the PRIDE materials. Make at least one visit in the home of the prospective resource family. There shall be face-to-face interviews with each family, separately and jointly, and an interview with each adult and child in the home. Arrange visits during the PRIDE training so the family can be certified within 30 days of the conclusion of the cycle. Each resource family (including both child-specific and generally-licensed homes) must meet the same professional standards and undergo the same comprehensive examination of their suitability and fitness to serve.
2. Complete all other certification requirements such as criminal history clearances, Child Abuse and Neglect clearances, medical clearances, TB clearances and financial evaluations, using DHS forms. In order to ensure that all requirements are met by the end of the training cycle, the fingerprinting and health examinations should be scheduled before or at the first training class.
3. Make a disposition on each foster or adoptive home application. Complete a report on each family that includes material requested by the department for matching purposes, the family assessment summary, required licensing documents, PRIDE connection materials completed by the applicants, and other documents as needed to provide additional information on the family. Materials shall be compiled and filed in a format that meets departmental approval. All records, including those that selected out or were counseled out, must be completed and given to DHS for entry into the computerized data system (License Resource File) and for case record filing, should the family reapply in the future.

### RESOURCE FAMILY ADVISORY COMMITTEE

In addition to the recruitment, training, and assessment service activities of this contract, the applicant must agree to staff and coordinate (in conjunction with the Department) a statewide

Resource Family Advisory Committee to assist in identifying ongoing needs, facilitate communication, provide ongoing support, and disseminate performance data and other pertinent information to all interested stakeholders.

In support of this committee's work:

1. The applicant will be expected to establish and staff a statewide Advisory Committee and coordinate its activities with the local training committees already in place in each geographic area. The membership of this committee will be determined in conjunction with the Department.
2. The composition of the committee will reflect the cultural and geographic diversity of the population to be served.
3. The applicant will convene meetings of the Advisory Committee at least once a quarter and disseminate Committee minutes to CWSB staff within two weeks.
4. The Advisory Committee will publish a quarterly Newsletter in conjunction with the Department and the University of Hawaii that provides information and support to resource families in successfully engaging and working with birth families towards permanency and other topics of interest.
5. In preparing its bid, the applicant will be expected to take into account the cost of preparing and disseminating the quarterly newsletter.

#### SUPPORT FOR PERMANENCY

The applicant must specify the methodology it proposes to equip and assist resource families to work effectively with birth families (including extended family) in achieving the most appropriate permanency solution for the children in their care. This includes the full range of permanency alternatives: reunification, adoption, legal guardianship, long-term kinship care, permanent custody, or other planned living arrangement for the child.

Training curricula and skill-building exercises must be coordinated with the Department's own Staff Development and community capacity-building efforts, including the use of consultants from the various National Resource Centers, the Child Welfare League of America, and other experts.

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

#### **1. Personnel**

- a) The applicant shall comply with standards established by the Department's Social Services Division for criminal conviction record checks and protective services registry checks which are attached in Section 5 of this RFP.

- b) Staff shall have the educational qualifications and necessary training to provide the activities requested. Preferably staff shall have a Master's Degree in Social Work or equivalent and training or experience in foster care or adoptions.
- c) Staff shall be knowledgeable about DHS' programs, services, rules, and procedures. Those who are not familiar with DHS must be oriented and trained by the applicant or must take the initiative to learn about the Department's Child Protective Services, Foster Care, and Adoption programs. This will enable the staff to better train and prepare resource families in working with DHS, the children, parents, etc. For this reason, it is also preferable that the foster parent/adoptive parent co-trainer be a DHS-licensed or approved home.
- d) When disagreement between the applicant's staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department shall prevail. Failure on the part of the applicant to comply shall be deemed cause for corrective action and subject to contractual remedies.

## **2. Administrative**

- a) The applicant shall agree to and shall abide by any Administrative Assurances that are attached to this Section 2 of the RFP.
- b) The applicant shall accept inquiries directly from the public and also will receive referrals from the Department. Only families interested in becoming resource families for the Department will participate in the training and mutual assessment process.
- c) DHS staff shall determine the eligibility of all child-specific or kinship care resource families and shall make the referral to the applicant. The applicant will contact the families and schedule them for training. DHS staff shall assist the applicant in enlisting the families to attend these mandatory training sessions.
- d) There shall be regular, on-going meetings between the applicant's staff and DHS staff to keep lines of communication open and to discuss foster home/adoptive home needs, specific concerns about the resource families, procedural changes, etc.
- e) The provider shall have policies and procedures in place that ensure on-going recruitment of homes for DHS foster children; knowledge of DHS' foster home/adoptive home needs; thorough and timely home assessments; a fair hearing process for families who want to appeal an adverse action; timely submission of reports required by the Department; etc.

### **3. Quality assurance and evaluation specifications**

All contracts shall be monitored by the Department in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. Annual contract monitoring may include site visits with comprehensive evaluation of several areas of performance. These include review of conformance with standard contractual requirements, agency files, accounting practices, and case record keeping. In addition, ongoing contract monitoring shall include review of monthly and quarterly reports and periodic assessment of program effectiveness.

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

The applicant agrees to cooperate with the Department and the University of Hawaii in refining and developing specific outcome measures and quality assurance protocols for evaluation of this initiative.

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

- a) Performance measures are attached to this Section 2 of the RFP. See Form A – People to be Served, Form B – Service Activities, and Form C – Outcomes. The applicant shall insert goal numbers for all items that are blank on Forms A, B, and C. The applicant does not have to specify goal numbers for shaded items, but the applicant will be expected to provide data on these items over the term of the contract. The applicant may propose different numbers or items than those specified as long as a justification for those differences is provided.
- b) The applicant shall maintain the capacity to deliver services throughout the term of the Agreement at the levels specified in Forms A, B, and C.
- c) The effectiveness of the contract will be evaluated according to the utilization of the service (Form A, plus units of service provided if applicable), the levels of service provided (Form B), and the outcomes achieved (Form C). Where performance under the contract is 80% or less of the goal levels specified on Forms A, B, and C or, if applicable, the number of units of service provided is 80% or less of the program capacity, the applicant will need to submit a corrective action plan to remedy the substandard performance, and at its option, the Department may reduce payments or funding, or terminate the contract if the proposed corrective action is not successful.

- d) Unless otherwise agreed to in writing, the numbers of families to be served and the levels of service activity specified in Form A and in Form B will change in proportion to future changes in funding under this Agreement.

## **5. Experience**

Preferably staff shall have experience as a foster/adoptive parent and/or experience in child welfare foster care or adoptions, work with resource families, and in conducting training.

## **6. Coordination of services**

The Department views this RFP as an opportunity to foster community capacity-building and to forge ongoing partnerships with key stakeholders in the community. Among the latter, the University of Hawaii, Epic 'Ohana Conferencing and representative organizations from the Native Hawaiian community are particularly important to the success of this initiative. Preference will be given to those applicants who demonstrate the commitment and the capacity to cooperate effectively with the University in providing practicum and field placement opportunities for students; in refining the training curricula to meet the specific needs of resource families in Hawaii; in developing scientifically valid outcome measures and appropriate quality assurance protocols that respond to the performance criteria in the Child and Family Service Review (CFSR) and the Department's Program Improvement Plan (PIP); and through participation in ongoing research studies designed to document and ameliorate the effectiveness of resource families in facilitating and achieving permanency for the children with whom they are involved.

Applicants who can demonstrate effective collaborative relationships with Native Hawaiian organizations involved in the identification, recruitment, support and retention of resource families and who evidence a commitment to ensuring cultural competency and proportionate representation of ethnic minorities in the pool of resource families licensed or approved pursuant to this RFP will also receive preferred consideration.

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

- a) Required Program Reports:

Unless otherwise agreed, quarterly and year-end program reports shall be submitted in a format specified by the Department in which the applicant summarizes major activities undertaken during the report period. Data to be reported may include but not be limited to the number of service units provided, the number of persons served, client lists, outcomes and objectives achieved, problems encountered, feedback from staff and child-specific foster parents, recommendations, proposed future activities, and staffing changes.

## b) Required Fiscal Reports:

- i. Providers will submit invoices in the format specified by the Department.
- ii. Unless otherwise agreed, for cost reimbursement contracts quarterly and year-end reports shall be submitted listing total expenditures of contract funds, contract revenues received, and collections and expenditures from program income and other sources of funding.
- iii. Unless otherwise agreed, for fixed-rate contracts no budgets or expenditure reports are required. Reports of collections of revenues from other sources of funding may be requested in a format specified by the Department.

## c) Penalties for Late Reporting

Unless otherwise specified in the contract, quarterly program and fiscal reports are due 30 days after the end of the quarter. At the option of the Department and according to the terms and conditions of the contract:

- Payments may be held pending the submission of required reports.
- Payments may be reduced and funding lapsed by 15% when reports are not submitted within 60 days after the end of the quarter.
- If quarterly reports are not submitted within 90 days of the end of the quarter, the applicant will lapse the funding for the quarter for which no reports have been received.

The applicant will still be required to maintain the capacity to provide the contracted level of services in spite of the reduced funding.

**8. Pricing structure or pricing methodology to be used**

Unless otherwise proposed and agreed between the applicant and the Department, the pricing methodology for this service is as checked below. Combinations of these pricing methodologies or pricing methodologies not listed below may also be proposed and agreed upon. The pricing methodology may be revised by mutual agreement throughout the term of the contract.

- Cost Reimbursement where the State pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum contract amount.
- Fixed Rate where the State pays the contractor a set rate for a defined unit of service up to a stated maximum contract amount. The State and the contractor agree on the number of units of service to be delivered for the stated contract amount.

Base Cost/Fixed Rate Combination where the State pays the contractor a base amount for operating costs and a fixed rate for units delivered up to a stated maximum contract amount.

Negotiated Rate where the State defines a unit of service and may predetermine the total number of units to be delivered or the maximum amount of funding available for the contract. The State then negotiates with the contractor the rate to be paid for each unit delivered.

### **9. Units of service and unit rate**

A unit of service is a resource family either licensed as a foster home or approved as an adoptive home or both.

In the evaluation of competing proposals, consideration will be given to those proposals seeking to provide the most licensed or approved homes for the most reasonable cost.

### **10. Method of compensation and payment**

Subject to continuing availability of State and federal funds and provided that the number of units actually delivered at any time during the fiscal year exceeds 85% of the Service Capacity agreed upon in the Final Contract, payments shall be made in quarterly installments upon submission of invoices:

1. for services satisfactorily performed; and
2. for the expenditures actually and appropriately incurred in the performance of the contract according to a budget for these costs approved by the Department; and
3. for the maintenance of the capacity to fully deliver services throughout the term of the contract.

## **IV. Facilities**

Not applicable.

# FORM A - PEOPLE TO BE SERVED

ORGANIZATION: \_\_\_\_\_

PROGRAM/SERVICE: \_\_\_\_\_

SITE(S): \_\_\_\_\_

<b>PEOPLE TO BE SERVED</b>	BUDGET PERIOD	
	FY <u>07</u>	FY <u>08</u>
1. # of families who inquired and to whom packets were sent		
2. # of families (both child-specific and general licensed) that start training		
3. # of families licensed		
4. # of families selected out (discontinued)		
5. # of families counseled out (denied)		
6. # of licensed families who receive ongoing training		
7. # of families to whom support services were provided		
8.		
9.		

## FORM B – SERVICE ACTIVITIES

ORGANIZATION: \_\_\_\_\_

PROGRAM/SERVICE: \_\_\_\_\_

SITE(S): \_\_\_\_\_

<b>SERVICE ACTIVITIES</b>	BUDGET PERIOD	
	FY <u>07</u>	FY <u>08</u>
1. # of recruitment campaigns conducted		
2. # of home studies completed		
3. # of training cycles completed		
4. # of relative searches completed		
5. # of licensure renewals or reviews completed		
6. # of ongoing training sessions organized, coordinated or provided		
7. # of supportive interventions provided to sustain the child's placement		
8.		
9.		

## FORM C – OUTCOMES

ORGANIZATION: \_\_\_\_\_

PROGRAM/SERVICE: \_\_\_\_\_

SITE(S): \_\_\_\_\_

<b>OUTCOMES</b>	<b>BUDGET PERIOD</b>	
	<b>FY 07</b>	<b>FY 08</b>
1. % of resource families who are still active with the Department at 15 months following licensure or approval		
2. % of resource families with children in care who actively participate in ‘Ohana conferences		
3. % of new resource families with children in care recruited pursuant to this RFP who actively facilitate family visitation		
4. % of new resource families with children in care recruited pursuant to this RFP who are actively engaged with birth families in a mentoring or supportive role		
5. % increase in resource families recruited pursuant to this proposal who are of Native Hawaiian or another ethnic cultural heritage that is disproportionately represented among the children in the Department’s care		
6. % of resource families recruited pursuant to this proposal that are fully certified or approved within 60 days of application (eligible for incentive payment)		
7. % of resource families recruited pursuant to this proposal that are fully certified or approved within 90 days of application		
8. % of resource families recruited pursuant to this proposal that have children placed in their care.		

## **Section 3**

# **Proposal Application Instructions**

## Section 3

# POS Proposal Application

### General Instructions for Completing Applications:

- POS Proposal Applications shall be submitted to the State purchasing agency using the prescribed format outlined in this section. **Please be aware that the format of this POS Proposal Application is NOT THE SAME as the format that is posted on the State Procurement Office website.**
- *The numerical outline for the application; the titles/subtitles; and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section, however, may be omitted.*
- *Page numbering of the POS Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.*
- *Applicants must also include a Table of Contents with the POS Proposal Application. A sample format is reflected in Section 5 of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are encouraged to take Section 4, Proposal Evaluation, into consideration when completing the proposal.*
- *Budget forms and the State's Cost Principles can be accessed at the State Procurement Office's website for health and human services (<http://www.spo.hawaii.gov>). Click on "Procurement of Health and Human Service, Chapter 103F, HRS" and then on "For Private Providers" (on the left hand side of the screen), then click on "Forms".*

### The POS Proposal Application comprises the following sections:

- *Program Overview*
- *Experience*
- *Organization*
- *Facilities*
- *Service Delivery (Work Plan)*
- *Staff Qualifications*
- *Forms A, B, and C*
- *Accounting System*
- *Financial*
- *Litigation*
- *Administrative Assurances*

## I. Program Overview

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

## II. Experience

The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent eight years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. The following information must be provided for each contract listed:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of the service or a brief description of the service.

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

## III. Organization

The applicant shall provide:

- A. An organization-wide chart showing where the proposed program fits within the applicant agency.
- B. An organizational chart of the proposed program (a Program Organizational Chart) that reflects:
  - i. Each position budgeted to the program including:
    - a) Title from the position description,
    - b) Qualification level (e.g., paraprofessional, bachelor's, master's), and
    - c) Full time equivalency (FTE);
  - ii. In each geographic area; and
  - iii. The lines of authority/supervision.
- C. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A, B, and C in Section 2 of this RFP.

#### **IV. Facilities**

The applicant shall provide a description of its facilities and demonstrate their adequacy in relation to the proposed services which includes:

- a. Existing or planned office facilities and location(s); and
- b. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

#### **V. Service Delivery**

The applicant shall address all of the areas specified in the Scope of Work contained in Section 2 of this RFP.

Please note that it is not acceptable to simply repeat the language in the RFP as you address the specific tasks related to the various service activities.

#### **VI. Staff Qualifications**

- a. The applicant shall provide position descriptions for all direct services staff budgeted to this program directly or through subcontract, including back up staff for these direct services staff; and
- b. The position descriptions for direct service staff shall reflect any minimum qualifications (including experience) specified in Section 2, Service Specifications, of this RFP.
- c. The position titles shall match the titles on the Program Organization chart in category II.

**NOTE:** These shall be official agency position descriptions that shall be used in hiring staff for this program. Narrative summaries or resumes cannot substitute for these position descriptions.

#### **VII. Forms A, B, and C**

The applicant must fill in numbers and percentages where items are blank on Form A-People to be Served, Form B-Services, and Form C-Outcomes. Shaded items do not need to be filled in. These forms are included in Section 2, Service Specifications, of this RFP. The applicant may propose different numbers or items than those specified as long as a justification for those differences is provided.

#### **VIII. Accounting System**

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, applicants shall submit with their proposals a copy of their most recent financial audit including any management letter that accompanied that audit.

#### **IX. Financial** (as applicable)

**Note: This section applies ONLY IF item III.B.8 of Section 2 of this RFP indicates a cost reimbursement pricing structure.**

Applicants must submit the following budget forms (available from the State Procurement Office; see the General Instructions on page 3-1 above):

SPO-H-205:	Budget
SPO-H-206A:	Personnel
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206C:	Inter-Island Travel
SPO-H-206E:	Contractual Services – Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases

Applicants must provide a brief explanation of how the line item costs on form SPO-H-205 were derived (unless those line items are explained on other budget forms in the SPO-H-206 series).

If costs are shared with other programs within the agency, then the applicant must provide a description of its cost allocation methodology. Any cost allocation must be in accord with the Method of Allocation described in the State's Cost Principles for Chapter 103F, HRS. The Cost Principles are available from the State Procurement Office (cf. General Instructions on page 3-1 above). Also be advised for budgeting purposes that there will be insurance requirements and auditing requirements under this contract. See the Insurance Requirements, and Special Conditions of the Contract (items 8 and 9), in Section 5 of this RFP for details.

***Note: AWARDEES ONLY may be asked to submit additional budget forms at a later date as part of the contracting process including, but not necessarily limited to:***

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

#### **X. Litigation**

The applicant shall disclose any pending litigation to which it is a party, including the disclosure of any outstanding judgement. If applicable, please explain.

#### **XI. Administrative Assurances**

The Applicant shall sign and attach a copy of the Administrative Assurances that are found in Section 5, Attachment H, of this RFP.

# **Section 4**

## **Proposal Evaluation**

## Section 4 Proposal Evaluation

### I. Introduction

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

### II. Evaluation Process

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

The evaluation will be conducted in three phases as follows:

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

<b>Phase 1: Mandatory Proposal Requirements:</b>
Application Checklist
Registration (Form SPO-H-100A if not pre-registered with State Procurement Office)
Tax Clearance Certificate
Required Licenses (if applicable)
Proposal Application Identification (Form SPOH 200)
Table of Contents
Litigation Disclosure (for review & determination)
Administrative Assurances
All of the categories in Phase II below must be addressed

<b>Phase II: Evaluation of POS Proposal Application:</b>	
Evaluation Categories	<b>Possible Points</b>
Experience	9
Organization	12
Facilities	8
Service Delivery	54
Staff Qualifications	8
Forms A, B, and C	9
Accounting System	0
Financial (non-scored item)	0
<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

### III. Evaluation Criteria

**NOTE:** Applicants that address all of the required elements for a category as specified below will obtain at least a satisfactory score for that category. If they do not address all of the specified elements, they will receive less than satisfactory. If the review panel believes they addressed all of the elements and did so in an exceptional manner, the panel may award a score above satisfactory up to the maximum number of points for that category.

The panel will rate every category on a scale of 0 through 5 and convert that rating to a point score. For example, a satisfactory score for a category is calculated by dividing the maximum number of points for that category by 5 and multiplying that by 3. Each category below gives the maximum point score and the satisfactory point score in parentheses based on this system.

#### A. Experience (Maximum = 9 Points; Satisfactory = 5.4 Points)

The proposal includes a listing of verifiable experience with projects or contracts for the most recent eight years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. Where contracts are listed, the following information has been provided:

1. Contract number;
2. Contracting agency;
3. Contact person and phone number from the contracting agency; and
4. Title of the service or a brief description of the service.

**B. Organization (Maximum = 12 Points; Satisfactory = 7.2 Points)**

The proposal includes all of the following:

1. An organization-wide chart showing where the proposed program fits within the applicant agency.
2. An organizational chart of the proposed program (a Program Organizational Chart) that reflects all of the following:
  - i. Each position budgeted to the program including:
    - a) title from the position description,
    - b) qualification level (e.g., paraprofessional, bachelor's, master's), and
    - c) full time equivalency;
  - ii. In each geographic area; and
  - iii. The lines of authority/supervision.
- c. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A, B, and C in Section 2 of this RFP.

**C. Facilities (Maximum = 8 Points; Satisfactory = 4.8 Points)**

The proposal describes all of the following:

1. Existing or planned office facilities and location; and
2. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

**D. Service Delivery (Maximum = 54 Pts; Satisfactory = 32.4 Pts)**

The applicant has addressed all items in the scope of work in this RFP .

**NOTE: It is not acceptable to simply reiterate the RFP language when addressing specific tasks.**

**E. Staff Qualifications (Maximum = 8 Points; Satisfactory = 4.8 Points)**

1. The proposal includes position descriptions for all direct services staff budgeted to this program directly or through subcontract, including back up staff for these direct services staff; and

2. The position descriptions for direct service staff reflect any minimum qualifications (including experience) specified in Section 2, Service Specifications, of this RFP.
3. The position titles shall match the titles on the program or organizational chart in category #2.

NOTE: These shall be official agency position descriptions that shall be used in hiring staff for this program. Narrative summaries or resumes cannot substitute for these positions.

**F. Forms A, B, and C (Maximum = 9 Points; Satisfactory = 5.4 Points)**

The proposal includes numbers and percentages for all items on Form A-People to be Served, Form B-Services, and Form C-Outcomes. These forms are included in Section 2, Service Specifications, of this RFP. The review panel may compare Forms A, B, and C from competing proposals and give higher scores to the more advantageous proposals. Where the applicant gives different or additional numbers than those provided by DHS, a justification is provided.

**G. Accounting System (Not Scored)**

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the applicant has submitted with their proposal a copy of their most recent financial audit including any management letter that accompanied that audit.

The proposal includes a copy of the applicant's most recent financial audit. Negative audit findings will result in a score of less than satisfactory. At its option the review panel may seek technical assistance from Fiscal Management office staff or other DHS fiscal staff in seeking to understand the audit findings.

**NOTE: This is required only when the proposed pricing structure includes cost reimbursement or a base rate for more than 60% of the funding.**

**H. Financial (Not Scored)**

1. The proposal includes the following budget forms **if a cost reimbursement pricing structure is proposed:**

SPO-H-205:	Budget
SPO-H-206A:	Personnel
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206C:	Inter-Island Travel
SPO-H-206E:	Contractual Services - Administrative
SPO-H-206F:	Contractual Services - Subcontracts

SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases

2. The applicant has provided a brief explanation of how the line item costs on form SPO-H-205 were derived (unless those line items are explained on other budget forms in the SPO-H-206 series).
3. Where costs are shared with other programs within the agency, the applicant provides a description of its cost allocation methodology. Any cost allocation must be in accord with the Method of Allocation described in the State's Cost Principles for Chapter 103F, HRS. The Cost Principles are found in the POS Manual. At its option the review panel may seek technical assistance from Fiscal Management Office staff or from other DHS fiscal staff in seeking to understand how the Cost Principles apply to the proposal.

#### **IV. Recommendation for Award**

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant. Attached to the notice or under separate cover will be a statement of recommendations which must be addressed before the Department will execute a contract.

# Section 5

## Attachments

### ATTACHMENT

### DOCUMENT

A	Proposal Application Checklist
B	POS Proposal Application - Sample Table of Contents
C	Proposal Application Identification (SPO-H-200)
D	Insurance Requirements (excerpts from contract)
E	Criminal Conviction Record Check Standards; and Protective Services Central Registry Check Standards
F	General Conditions of the Contract
G	Special Conditions of the Contract
H	Administrative Assurances

**ATTACHMENT A**

**PROPOSAL APPLICATION CHECKLIST**

## Proposal Application Checklist

Applicant: \_\_\_\_\_

RFP No.: HMS-301-42

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the state purchasing agency as part of the Proposal Application. \*SPO-H forms are located on the web at <http://www.spo.hawaii.gov> Click *Procurement of Health and Human Services* and *For Private Providers*.\*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
<b>General:</b>				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	<b>X</b>	
Proposal Application Checklist	Section 1, RFP	Attachment A	<b>X</b>	
Table of Contents	Section 5, RFP	Section 5, RFP	<b>X</b>	
Proposal Application	Section 3, RFP	DO NOT USE SPO-H-200A from the SPO Website	<b>X</b>	
Registration Form (SPO-H-100A)	Section 1, RFP	SPO Website*	<b>(Required if not Registered)</b>	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	<b>X</b>	
<b>Cost Proposal (Budget) Note: Required (■) for Cost Reimbursement contracts only (cf. Sec. 2, part III.B.8)</b>				
SPO-H-205	Section 3, RFP	SPO Website*	<b>■</b>	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions is applicable, Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions, Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	<b>■</b>	
SPO-H-206B	Section 3, RFP	SPO Website*	<b>■</b>	
SPO-H-206C	Section 3, RFP	SPO Website*	<b>■</b>	
SPO-H-206D	Section 3, RFP	SPO Website*	As Applicable	
SPO-H-206E	Section 3, RFP	SPO Website*	<b>■</b>	
SPO-H-206F	Section 3, RFP	SPO Website*	<b>■</b>	
SPO-H-206G	Section 3, RFP	SPO Website*	As Applicable	
SPO-H-206H	Section 3, RFP	SPO Website*	<b>■</b>	
SPO-H-206I	Section 3, RFP	SPO Website*	<b>■</b>	
SPO-H-206J	Section 3, RFP	SPO Website*	As Applicable	
<b>Certifications: (These will be required when the contract is executed)</b>				
<i>Federal Certifications</i>		Section 5, RFP (Attachment G, Special Conditions, items 19 – 22)		
<b>Program Specific Requirements:</b>				

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**ATTACHMENT B**

**POS PROPOSAL APPLICATION**

**SAMPLE TABLE OF CONTENTS**

**SAMPLE**

**POS Proposal Application  
Table of Contents**

**PROPOSAL APPLICATION IDENTIFICATION (SPO-H-200)**

**CHECKLIST**

**TABLE OF CONTENTS**

**POS PROPOSAL APPLICATION (SPO-H-200A):**

1. Experience.....	1
2. Organization.....	3
3. Facilities.....	6
4. Service Delivery (Work Plan).....	7
5. Staff Qualifications.....	11
6. Forms A, B, and C.....	13
7. Accounting System.....	16
8. Financial.....	17

**REGISTRATION FORM (SPO-H-100A) – If not pre-registered**

**LITIGATION STATEMENT**

**ADMINISTRATIVE ASSURANCES**

**TAX CLEARANCE**

**ATTACHMENTS**

- A. Audit
- B. Position Descriptions

## ATTACHMENT C

### PROPOSAL APPLICATION IDENTIFICATION (SPO-H-200)

**This form may be accessed from the State Procurement Office website at <http://www.spo.hawaii.gov>. Click *Procurement of Health and Human Services and For Private Providers*. Then scroll down and click *Forms and Instructions for Downloading . . . or Proposal Application Forms . . .***

**ATTACHMENT D**

**INSURANCE REQUIREMENTS**

**(EXCERPTS FROM CONTRACT)**

# CONTRACT EXCERPTS

## POS INSURANCE REQUIREMENTS

Unless otherwise indicated, the following insurance coverages are contractually required by DHS of its POS Providers:

### 1. GENERAL LIABILITY INSURANCE

The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), or such lesser amount requested in writing by the PROVIDER, and, for good cause shown, approved by the head of the purchasing agency, which approval, of any, is incorporated herein by reference, for bodily injury and property damage liability arising out to each occurrence. The Liability Insurance shall provide that is the primary insurance for the State of Hawaii, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER'S performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawaii, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

### 2. AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance as applicable for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement 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 at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled, except upon thirty (30) calendar days written notice to STATE.

# CONTRACT EXCERPTS

## POS INSURANCE REQUIREMENTS

If the PROVIDER'S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER'S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles with at least minimum no-fault coverage required by law.

### 3. ERRORS AND OMISSIONS (PROFESSIONAL) LIABILITY INSURANCE

As applicable for professional staff, errors and omissions 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 occurrence. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

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

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

**ATTACHMENT E**

**CRIMINAL CONVICTION RECORD CHECK  
STANDARDS**

**PROTECTIVE SERVICES CENTRAL REGISTRY  
STANDARDS**

DEPARTMENT OF HUMAN SERVICES  
Social Services Division

CRIMINAL CONVICTION RECORD CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult and Community Care Services Branch (ACCSB) and Child Welfare Service Branch (CWSB) clients, criminal conviction 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 ACCSB/CWSB clients.

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

A. Upon implementation of these standards, a check of the Hawaii Criminal Justice Data Center's (HCJDC) criminal history record system for a criminal conviction 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 conviction record check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days;
2. In a direct service provider position when these standards become effective. The criminal conviction record check shall be completed within six (6) months of the effective date of these standards.

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

C. The responsibility for conducting a criminal conviction 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. The criminal conviction record checks shall be conducted through the Hawaii Criminal Justice Data Center, as follows:

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

The Oahu office, for a fee, will process mailed-in requests for criminal conviction records checks.

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

- D. A printed report of each criminal conviction record check is required. A copy of each criminal conviction record check report shall be accompanied by a signed statement of authenticity that the criminal conviction record report is a true and unaltered copy. Copies of the criminal conviction record check report and statement of authenticity shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.
- E. A printed criminal conviction record check report, dated no more than six (6) months before the date an initial criminal conviction record check is required may be accepted instead of a new criminal conviction record check being performed.
- F. The Department shall not be directly responsible for any cost related to the criminal conviction record check. Funds received through a Purchase of Service contract with the Department for administrative costs may be used to meet the cost for criminal conviction record checks.

### III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

Information contained in criminal conviction 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 conviction as indicated below:

- A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal conviction record check; and
- B. The crime for which there is a conviction shall have a rational relationship to a direct service provider's position. Rational relationship means the crime for which there is a conviction is substantially related to the qualifications, duties and responsibilities of a 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 by ACCSB/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 a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current criminal conviction record check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
  - 2. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB-Program Development Administrator, relevant ACCSB/CWSB Assistant Program and Section

Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.

3. The 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.
  4. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
  5. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives form DHS 1673, Request for Exemption (From Criminal Conviction Record Check Standards), or similar form. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
  6. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
    - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
    - b. Appeal the panel's decision to the Social Service Division Administrator.
- D. ACCSB/CWSB clients may choose not to do criminal conviction record checks on individuals they hire on their own. Clients who choose not to have criminal conviction record checks shall complete form DHS 1672, Consumer-employer Choice Regarding Criminal Conviction Records Check, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record checks on individuals they plan to hire as direct service providers.

DEPARTMENT OF HUMAN SERVICES  
Social Services Division

PROTECTIVE SERVICES  
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult and Community Care Services Branch (ACCSB) 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 ACCSB/CWSB clients.

The Protective Services Central Registry may include information from the Adult Protective Services (APS) Central Registry and the Child Welfare Services (CWS) Central Registry. The APS Central Registry shall be checked for individuals serving as direct service providers for ACCSB 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 ACCSB and CWSB clients, and for ACCSB 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 direct service provider position on a probationary status not to exceed thirty (30) days; or
  - 2. In a direct service provider position when these standards become effective. The Protective Services Central Registry check shall be completed within six (6) months of the effective date of these standards.
- B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.
- C. The Department of Human Services is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to be-

come a direct service provider. The individual shall sign and date the DHS 1507, Consent to Release Information From the Protective Services Central Registry, and mail the completed form to the Department of Human Services.

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

**APS CENTRAL REGISTRY CHECK**

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

**CWS CENTRAL REGISTRY CHECK**

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

- D. The following offices shall conduct the Protective Services Central Registry check upon receipt of the DHS 1507 as specified in section II-C:

**APS CENTRAL REGISTRY CHECKS**

1. Oahu: Adult Intake Unit  
Adult and Community Care Services Section  
420 Waiakamilo Road, Suite 300A  
Honolulu, Hawaii 96817-4941
2. East Hawaii: Adult and Community Care Services Section  
224 Haili Street  
Hilo, Hawaii 96720
3. West Hawaii: Adult and Community Care Services Section  
75-5995 Kuakini Highway, #433  
Kailua-Kona, Hawaii 96740
4. Kauai: Adult and Community Care Services Section  
4370 Kukui Grove Street, Suite 205  
Lihue, Hawaii 96766
5. Maui: Adult and Community Care Services Section  
1773-B Wili Pa Loop  
Wailuku, Hawaii 96793-1250

The Maui Section shall conduct APS Central Registry checks for the islands of Maui, Molokai, and Lanai.

### **CWS CENTRAL REGISTRY CHECKS**

1. Oahu: Child Welfare Services Intake Unit  
420 Waiakamilo Road, Suite 300A  
Honolulu, Hawaii 96817-4941
2. East Hawaii: East Hawaii Special Services Unit  
120 Pauahi Street, Suite 210  
Hilo, Hawaii 96720
3. West Hawaii: West Hawaii CWS Intake/Permanency Unit  
75-5995 Kuakini Highway, Suite 523  
Kailua-Kona, Hawaii 96740
4. Kauai: Intake/Central Child Welfare Services Unit  
Lihue State Office Building  
3060 Eiwa Street, Room 102  
Lihue, Hawaii 96766-1890
5. Maui: West Child Welfare Services Unit  
1885 Main Street, Suite 306  
Wailuku, Hawaii 96793

The Maui Unit shall conduct CWS Central Registry checks for the islands of Maui, Molokai, and Lanai.

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

- A. 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:

1. 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; and
2. 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.

B. Exemptions from the requirements of sections III. A. 1 and 2 may be approved by ACCSB/CWSB.

1. Requests for exemptions shall be made in writing by using form DHS 1673, Request for Exemption (From Criminal Conviction Records Check or Protective Services Central Registry Check Standards) or a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current Protective Services Central Registry check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
2. The attached Checklist for Exemption Request may be used as a reminder of the documents to be submitted to the Department for EACH exemption request. Additional copies of this checklist may be photocopied as needed.
3. The employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department.
4. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB Program Development Administrator, relevant ACCSB/CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.
5. 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.

6. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
  7. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives all documents listed on the attached Checklist for Exemption Request and needed for a decision to be made. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
  8. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
    - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
    - b. Appeal the panel's decision to the Social Services Division Administrator.
- C. ACCSB 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 or Adult Protective Services 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 Adult Protective Services Central Registry checks on the individuals they plan to hire as direct service providers.

Attachment – Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES  
Social Services Division

Criminal Conviction Record Check Standards or  
Protective Services Central Registry Check Standards

**CHECKLIST FOR EXEMPTION REQUEST**

The appropriate Social Services Division review panel shall consider a request for exemption from the Division's Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards only upon the receipt of the documents listed below. The panel shall then have forty-five (45) days to complete its review and to issue its decision on the request.

This checklist, with blocks checked off to confirm the inclusion of the appropriate documents, should accompany the documents submitted to the Department. The request should be forwarded to the Department by the prospective employer agency. The individual should keep copies of all submitted documents for his/her records.

1.  **Form DHS 1673, "REQUEST FOR EXEMPTION (From Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards)".**  
Must be completed and signed by individual requesting the exemption. A separate DHS 1673 shall be submitted for EACH exemption being requested.
2.  **Criminal Conviction Record Check Report.**  
This is the report from Hawaii Criminal Justice Data Center (HCJDC), and it must include the conviction for which the exemption is being sought.
3.  **Protective Services Central Registry Check Report (Adult or Child Protective Services).**  
This is the report or letter from the Department of Human Services, and it must include the confirmation of abuse for which the exemption is being sought.
4.  **Statement of Authenticity.**  
This is a statement completed and signed by the individual requesting the exemption that validates the copy of the Hawaii Criminal Justice Data Center report that is submitted. A copy is attached, and may be used to photocopy additional copies for your use.
5.  **Letter from the Prospective Employer Agency.**  
This letter will confirm the individual's status as a prospective direct service provider. The letter must identify the individual and the position for which the individual is being considered.
6.  **Job Description.**  
This description must come from the prospective employer agency. It will help the review panel to determine the relationship of the conviction to the direct services position offered to the individual.
7.  **Evidence of Rehabilitation.**  
Some examples of what may be submitted include: Letters from employers, letters confirming the termination of probation or parole, letters indicating completion of self-help program, such as anger management, drug treatment, etc.

Attachment (Statement of Authenticity)

## **ATTACHMENT F**

### **GENERAL CONDITIONS OF THE CONTRACT**

**The General Conditions may be accessed from the State Procurement Office website at <http://www.spo.hawaii.gov>. Click *Procurement of Health and Human Services and For Private Providers*. Then scroll down and click *Contract Template – General Conditions* .**

**ATTACHMENT G**

**SPECIAL CONDITIONS OF THE CONTRACT**

# EXHIBIT E

## SPECIAL CONDITIONS

1. **Failure to Deliver.** In addition to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, of Exhibit “D”, the General Conditions, the PROVIDER further agrees to the following: the inability of PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Exhibit “A”, Scope of Services, and any attachments to Exhibit “A” as applicable, shall be deemed to be a failure to provide the required services adequately or satisfactorily, entitling STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed until all elements of each service are delivered or completed and accepted by STATE.
2. **Insurance.** In addition to Section 1.4 of the General Conditions, Exhibit “D”, in order to protect PROVIDER as well as the State of Hawaii and their officers, employees, and agents covered under the indemnification provision in this Agreement, PROVIDER shall obtain and keep in force throughout the period of this Agreement the following insurance:
  - a. Automobile liability insurance as applicable, for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement, 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 at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

If the PROVIDER’S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER’S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles with at least minimum no-fault coverage required by law.

- b. Errors and omissions 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 occurrence. Prior to or upon execution of this AGREEMENT, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

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

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

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**  
                         **Support Services Office**  
                         **Purchase of Services Unit**  
                         **810 Richards Street, Suite 501**  
                         **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, Exhibit "D", 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, Exhibit "D", the PROVIDER further agrees to the following: All information and records about or for the clients served, secured from clients, STATE, or any other individuals or agencies by PROVIDER, or prepared by PROVIDER for STATE, in satisfaction of this Agreement, shall be confidential and shall not be made available to any individual or organization by PROVIDER without prior written approval of STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To insure the confidentiality of all such information and records, PROVIDER shall immediately refer all inquiries for information, including subpoenas, to the AGENCY'S Social Services Division Administrator or representative.
7. **Copyright and Patent.** In addition to Section 2.2, Ownership Rights and Copyright, of the General Conditions, Exhibit "D", 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 subPROVIDERS without prior written authorization from the Director. It is strictly understood that all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other materials prepared by the PROVIDER and all discoveries, inventions, or developments produced in whole or in part under this Agreement shall be the property of STATE.
8. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Agreement. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards, and shall furnish a copy of such audit to STATE. This requirement shall apply to all the PROVIDERS receiving general funds from STATE.

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

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

- b. The federal audit addresses whether the PROVIDER's internal control procedures are effective in meeting the terms and conditions of this Agreement.
9. **Federal Audit Requirement.** The PROVIDER spending Three Hundred Thousand (\$300,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to STATE.
10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, Exhibit "D", when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.
11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by STATE, and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received, all direct and indirect expenditures of any nature related to PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this AGREEMENT. The requirements for an adequate accounting system shall include, but are not limited to:
- The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the state procurement office;
  - The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
  - Compliance with generally accepted accounting principles.
12. **Maintain Records.** In addition to General Conditions, Exhibit "D", Section 2.3, Record Retention, PROVIDER shall maintain statistical, clinical and administrative records pertaining to services of this Agreement. The records shall be subject at all reasonable times to inspection or review by STATE or Federal representatives directly connected with the program area under this Agreement.
13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.
14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, in the General Conditions, Exhibit "D", PROVIDER further agrees to the following: if PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the

appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of STATE this Agreement shall terminate and be of no further force and effect and any property or rights of STATE, tangible or intangible, shall immediately without further notice or demand, be returned to STATE.

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

16. Exhibit “D,” General Conditions, item 1.6, Reporting Requirements, is revised as follows:

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

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

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

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

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

The Provider further agrees that the above language will be included in any subawards which contain provisions for the 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:

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.

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.**

**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 subgrantees hereby assure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.

**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 subgrantees hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded under this Agreement.

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

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

22. **Certification Regarding Lobbying.** The Provider and any subgrantees shall sign and submit to State the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
23. During the term of this Agreement the parties will be renegotiating terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of 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."
24. PROVIDER acknowledges and agrees that STATE shall only compensate PROVIDER for services provided to referrals made by STATE, but that nothing contained in this Agreement obligates STATE to provide any such referrals to PROVIDER.

# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, 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.

## Statement for Loan Guarantees and Loan Insurance

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

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Signature

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Title

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Organization

**ATTACHMENT H**

**ADMINISTRATIVE ASSURANCES**

## ADMINISTRATIVE ASSURANCES

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

### 1. Staff Development

A written training plan for Provider staff which:

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

### 2. Supervision

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

### 3. Coordination of Services

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

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

### 4. Quality Assurance & Program Evaluation

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

- a. How all of the outcomes on Form C in Section 2 of this RFP will be measured; and
- b. The process of service delivery.

### 5. Criminal History and Protective Services Registry Checks

Documentation of criminal history and Protective Services Registry checks, or appropriate waivers, in accordance with the standards in Section 5 of the RFP, will be in the personnel files of all staff and backup staff providing direct services to clients or having direct client contact. This includes direct services staff of any subcontractors.

### 6. Documentation of Utilization

Procedures to accurately track and document the units of service delivered to clients and reported to DHS on Quarterly Activity Reports and, if required, on Client Eligibility Lists.

### 7. Minimal English and Physical Limitations

Reasonable accommodations to assure the delivery of services to clients with minimal English speaking abilities or physical limitations.

Organization: \_\_\_\_\_

RFP No: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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TYPE OR PRINT NAME

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AGENCY