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

Request for Proposals

RFP No. 301-40

INDEPENDENT LIVING PROGRAM SERVICES FOR YOUTH

Issued: March 8, 2010
Date Due: April 6, 2010

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, you may download the RFP Interest form, complete and e-mail or mail 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.

LINDA LINGLE
GOVERNOR

LILLIAN B. KOLLER, ESQ.
DIRCTOR

HENRY OLIVA
DEPUTY DIRECTOR

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

March 8, 2010

MEMORANDUM

TO: Prospective Applicants

FROM: Amy Tsark, Acting Administrator
Social Services Division

SUBJECT: SOCIAL SERVICES DIVISION'S REQUEST FOR PROPOSALS (RFPs)

The State of Hawaii Department of Human Services, Social Services Division, is currently soliciting proposals from qualified applicants to provide INDEPENDENT LIVING PROGRAM SERVICES FOR YOUTH. The Request for proposals (RFPs) to provide this program is being issued under the provisions of Chapter 103F of the Hawaii Revised Statutes and its administrative rules.

Attached is the RFP for INDEPENDENT LIVING PROGRAM SERVICES FOR YOUTH. Please see the attached "Proposal Mail-In and Delivery Information Sheet" for important proposal submittal information.

An orientation for this RFP will be held on Monday, March 15, 2010, from 12:30 p.m. to 1:30 p.m. HST. See section 1, VI, of the RFP for further details. All prospective applicants are encouraged to attend the orientation. For further information about the orientation, for special accommodations, or to participate by phone, contact Suzanne Hull at (808) 586-5697 or at shull@dhs.hawaii.gov. Those wishing to participate via telephone should notify the RFP issuing office at least two days prior to the orientation meeting.

If you have questions regarding this procurement, please refer to RFP Section 1, part VII, Submission of Questions, and RFP Section 2, part II.F., for information on the question and answer process and whom to contact.

Thank you for your interest. We look forward to your proposal(s).

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: ONE ORIGINAL AND FIVE (5) 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 SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **April 6, 2010 and received by the state purchasing agency no later than 10 days from the submittal deadline**.

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **4:30 P.M., Hawaii Standard Time (HST), April 6, 2010.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., HST, **April 6, 2010**.

All Mail-ins/All Hand Deliveries
Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards Street, Suite 400
Honolulu, Hawaii 96813

DHS RFP COORDINATOR
Suzanne Hull
Program Specialist
Phone: 586-5697
FAX: 586-4806

BE ADVISED:

- **All mail-ins postmarked by USPS after April 6, 2010 will be rejected. All mail-ins postmarked by USPS by April 6, 2010 but received by the state purchasing agency later than 10 days from the submittal deadline will be rejected. Dated shipping labels (such as those labels downloaded from the internet) are not considered postmarks.**
- **Hand deliveries will not be accepted after 4:30 p.m., HST, on April 6, 2010.**
- **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, April 6, 2010.**
- **Proposals sent by facsimile or by electronic means will not be accepted.**
- **The Department of Human Services will NOT allow applicants the option to submit copies of proposals on compact disc (CD). Applicants must submit one (1) original proposal and five (5) copies on paper.**

RFP Table of Contents

Section 1 Administrative Overview

I. Procurement Timetable 1-1
II. Website Reference....1-2
III. Authority 1-2
IV. RFP Organization....1-3
V. Contracting Office....1-3
VI. Orientation....1-3
VII. Submission of Questions....1-4
VIII. Submission of Proposals 1-4
IX. Discussions with Applicants 1-7
X. Opening of Proposals 1-7
XI. Additional Materials and Documentation 1-7
XII. RFP Amendments....1-8
XIII. Final Revised Proposals 1-8
XIV. Cancellation of Request for Proposals 1-8
XV. Costs for Proposal Preparation....1-8
XVI. Provider Participation in Planning 1-8
XVII. Rejection of Proposals....1-8
XVIII. Notice of Award 1-9
XIX. Protests 1-9
XX. Availability of Funds....1-10
XXI. General and Special Conditions of the Contract 1-10
XXII. Cost Principles....1-10

Section 2 - Service Specifications

I. Introduction 2-1
- A. Background....2-1
- B. Purpose or Need 2-1
- C. Description of the Goals of the Service....2-1
- D. Description of the Target Population to be Served....2-3
- E. Geographic Coverage of Service....2-3
- F. Probable Funding Amounts and Period of Availability 2-3

II. General Requirements 2-4
- A. Specific Qualifications or Requirements....2-4
- B. Secondary Purchaser Participation 2-5
- C. Multiple or Alternate Proposals....2-5
- D. Single or Multiple Contracts to be Awarded 2-5
- E. Single or Multi-Term Contracts to be Awarded....2-6
- F. RFP Contact Person....2-6

III. Scope of Work....2-7
- A. Service Activities....2-7
- B. Management Requirements 2-11

Form A – People to be Served....2-15
Form B – Service Activities 2-16
Form C – Outcomes....2-18

Work Plan Outline 2-20

Section 3 - Proposal Application Instructions

General Instructions for Completing Applications 3-1
I. Program Overview 3-2
II. Experience and Capability 3-2
A. Necessary Skills 3-2
B. Experience 3-2
C. Quality Assurance and Evaluation 3-2
D. Coordination of Services 3-2
E. Facilities 3-3
III. Project Organization and Staffing 3-3
A. Staffing 3-3
B. Project Organization 3-3
IV. Service Delivery 3-4
V. Financial 3-5
A. Pricing Structure 3-5
B. Other Financial Related Materials 3-6
VI. Other 3-7
A. Litigation 3-7
B. Administrative Assurances 3-7

Section 4 – Proposal Evaluation

I. Introduction 4-1
II. Evaluation Process 4-1
III. Evaluation Criteria 4-2
A. Phase 1 – Evaluation of Proposal Requirements 4-2
B. Phase 2 – Evaluation of Proposal Application 4-2
C. Phase 3 – Recommendation for Award 4-5

Section 5 – Attachments

Attachment A. Competitive Proposal Application Checklist
Attachment B. Sample Proposal Application Table of Contents
Attachment C. Proposal Application Identification Form (SPO-H-200
Attachment D. Insurance Requirements (Excerpts from Contract)
Attachment E. Criminal History Record Check Standards and Protective Services Central Registry Standards.
Attachment F. General Conditions
Attachment G. Special Conditions
Attachment H. Administrative Assurances

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 Request for Proposals (RFP)	3/8/10
Distribution of RFP	3/8/10
RFP orientation session	3/15/10
Closing date for submission of written questions for written responses	3/18/10
State purchasing agency's response to applicants' written questions	3/25/10
Discussions with applicant prior to proposal submittal deadline (optional)	3/1510 – 3/25/10
Proposal submittal deadline	**4/6/10**
Discussions with applicant after proposal submittal deadline (optional)	4/6/10 – 4/9/10
Final revised proposals (optional)	4/9/10 – 4/16/10
Proposal evaluation period	4/19/10 – 5/12/10
Provider selection	5/12/10
Notice of statement of findings and decision	5/26/10 – 6/2/10
Contract start date	7/1/10

II. Website Reference

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

	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 "The RFP Website" (located under Quicklinks)
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 http://hawaii.gov)

	For	Go to
8	Tax Clearance Forms (Department of Taxation Website)	**http://hawaii.gov/tax/** click "Forms"
9	Wages and Labor Law Compliance, Section 103-055, HRS, (Hawaii State Legislature website)	**http://capitol.hawaii.gov/** click "Bill Status and Documents" and "Browse the HRS Sections."
10	Department of Commerce and Consumer Affairs, Business Registration	**http://hawaii.gov/dcca** click "Business Registration"
11	Campaign Spending Commission	**http://hawaii.gov/campaign**

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 provider responsibilities, and defines deliverables (as applicable).

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

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

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

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 400
Honolulu, Hawaii 96813
Phone: (808) 587-5697 Fax: (808)586-5700

VI. Orientation

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

Date: **March 15, 2010** **Time:** **12:30 p.m. – 1:30 p.m.**
Locations:

Oahu: Keoni Ana Bldg, 1177 Alakea Street, Room 302, Honolulu, HI
Hilo: Hilo State Office Bldg, 75 Aupuni Street, Basement, Hilo, HI
Maui: Wailuku Judiciary Bldg, 2145 Main Street, First Floor, Wailuku, HI
Kauai: Lihue State Office Bldg, 3060 Eiwa Street, Basement, Lihue, HI
West Hawaii: Contact Kori Nakamura at 586-5680 to provide contact information

The RFP Orientation will be held via video conference at the locations listed above. For our planning purposes, please contact Suzanne Hull at (808) 586-5697 as soon as possible, providing your name, telephone number, and email address. Due to limited space, please provide the number of people that plan to attend the meeting.

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 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: **March 18, 2010** **Time:** **4:30 p.m. HST**

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

Date: **March 25, 2010**

VIII. Submission of Proposals

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

1. **Proposal Application Identification (Form SPO-H-200)**. Provides applicant proposal identification.

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 address all of the proposal requirements contained in Section 3 of this RFP, including a cost proposal/budget if required.

B. **Program Specific Requirements**. Program specific requirements are included in Section~~s~~ 2, Service Specifications and Section 3, Proposal Application Instructions, as applicable. If required, Federal and/or State certifications 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. **Tax Clearance**. Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of $25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the Department of Taxation website. (Refer to this section's part II. Website Reference.)

E. **Wages and Labor Law Compliance**. If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS Section 103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website. (See part II, Website Reference.)

- **Compliance with all Applicable State Business and Employment Laws.** All providers 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 registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See part II, Website Reference.)

F. **Hawaii Compliance Express (HCE)**. Providers may register with HCE for online proof of DOTAX and IRS tax clearance Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to this section's part II. Website Reference for HCE's website address.

G. **Campaign Contributions by State and County Contractors**. Providers are hereby notified of the applicability of HRS Section 11-205.5, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, FAQs are available at the Campaign Spending Commission webpage. (See part II, Website Reference.)

H. **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.

I. **Confidentiality of Personal Information**. Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

J. **Proposal Submittal**. All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet. Proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not received within 10 days from the submittal deadline; 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.

For this procurement, the Department of Human Services will NOT accept faxed proposals and/or submission of proposals on diskette/CD or transmission by email, website, or other electronic means. Please refer to HAR section 3-143-504.

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 HAR Section 3-143-403.

X. Opening of Proposals

Upon receipt of a 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

If requested, final revised proposals shall be submitted in the manner, and by the date and time specified by the state purchasing agency. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's 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 RFP may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best 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

Provider 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 RFP, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with HAR Sections 3-142-202 and 3-142-203.

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:

(1) Rejection for failure to cooperate or deal in good faith. (HAR Section 3-141-201)

(2) Rejection for inadequate accounting system. (HAR Section 3-141-202)

(3) Late proposals (HAR Section 3-143-603)

(4) Inadequate response to request for proposals (HAR Section 3-143-609)

(5) Proposal not responsive (HAR Section 3-143-610(a)(1))

(6) Applicant not responsible (HAR Section 3-143-610(a)(2))

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.

Head of State Purchasing Agency	**Procurement Officer**
Name: Lillian B. Koller	Name: Amy Tsark
Title: Director	Title: Social Services Division Administrator – Acting
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, Hawaii 96809	Mailing Address: Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, Hawaii 96813
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, Hawaii 96813	Business Address: Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, Hawaii 96813

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 HRS Chapter 37, and subject to the availability of State and/or Federal funds.

XXI. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See Section 1, Page 2 of this RFP for the website reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary. See Section 5 for any special conditions.

XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form 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

2
Service Specification

I. Introduction

A. Background

The Department of Human Services, Social Services Division, Child Welfare Services Branch (Department) provides social and case management services to children and their biological, extended, foster, or adoptive families to ensure safe, nurturing, and permanent families for Hawaii‘s children.

B. Purpose or Need

The Department of Human Services is seeking proposals to provide a comprehensive independent living program that provides individual and group counseling and skill building for youth: 1) ages 12 through 19 years, who are living in out-of-home care; and 2) ages 18 through 26 years who have exited care. The program is intended to assist youth to prepare for and manage the transition to productive self-sufficient adult independent living. The program includes follow-up services during and after the transition is accomplished. The program assists in the youth’s maturational development and attainment of educational goals, employment, knowledge and use of community resources, and independent living arrangement.

Planning Activities (Check all that Apply)

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

C. Description of the goals of the service.

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
8. Increase support for youth transitioning from foster care to self-sufficient independence living

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 due to certain aggravated circumstances or after 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.

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**

Target population is comprised of two major groups: youth, age 12 through 18 years or older, living in out-of-home placement under the placement responsibility of the Department; and those 18 through 26 years who were in foster care under the placement responsibility of the department until they exited care at age 18 years. Priority is given to the youth aged 16 years and older likely to remain in foster care until they attain age 18 years.

E. **Geographic coverage of service.**

Statewide: Provider may submit proposals for any or all of the following service areas provided that the full range of contracted services is made available in each area proposed to be served. Proposals must address the specific geographic areas they are seeking to serve.

1. Kaua‘i
2. O‘ahu
3. Maui, Moloka‘i, Lana‘i
4. Island of Hawai‘i
    i. East Hawai‘i
    ii. West Hawai‘i

F. Probable funding amounts and period of availability

The contract(s) will be for six years with funding anticipated to be $799,704 per year, subject to the availability of funds.

Geographic	**FY 2010**
Kaua‘i	$ 47,250
O‘ahu	$488,667
Maui, Moloka‘i, Lana‘i	$81,711
East Hawai‘i	$91,038
West Hawai‘i	$91,038
Total	$799,704

Funding under this RFP provides for: 1) an allocation for the Provider's administrative expenses (not to exceed 15%); and 2) the balance of the contract amount to be expended for the provision of services in accordance with this RFP.

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 as well as acceptable 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 provider must meet the Department's child caring institution licensing requirements or the Department of Health's Special Treatment Facility/Therapeutic Living Programs (TLP) licensing requirements. In addition, the facility must meet the Department's child placing organization licensing requirements if the provider will be certifying foster homes and placing and supervising children in foster homes.

3. The provider must provide service activities in concurrence with the Department's statutory mandates under 45CFR 1340, Hawai'i Revised Statutes Chapters 346, 350, and 587, and Hawai'i Administrative Rules and Departmental procedures. The provider must provide services in concurrence with the philosophy and treatment goals related to safety of children, the family's ability to protect the child, and the youth's transition to self-sufficiency.

4. The provider must provide time-limited independent living skill building and transitional services to youth who are self-referred and referred by the Department's staff.

5. The provider must be willing to accept children with a variety of problems, including children with multiple placements, physical, emotional, or behavioral problems.

6. The provider must develop an individual program plan in collaboration with the youth and the DHS referring worker. The individualized independent living plan must provide clear goals and objectives and ongoing feedback and progress reports. To support this process, the provider must provide ongoing feedback and progress reports to the youth and the Department.

7. The provider must be able to implement written policies and procedures to assure the program's capacity to deliver services to all clients, including those with minimal English speaking abilities or physical limitations.

8. The provider must assure and be responsible for the provisions of service activities throughout the geographic area. Recruitment of staff from the specific geographic area is preferred.

9. The provider must assure and be responsible for the continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The provider must not require nor depend on the Department's staff to provide service activities in the event that program resources are not available due to the above situations.

10. The provider must make every reasonable effort to assure flexibility in the type of service activities available to children and families.

11. The provider must make available each service activity, specified in the individualized plan, to children from all geographical areas.

12. The provider must keep files documenting information about the services provided to the youth, including but not limited to assessments and service plans including goals, objectives and services activities. Other appropriate and necessary documentation necessary to monitor and evaluate the quality, quantity, and timeliness of service activities will be forwarded to the Department.

13. The provider must assure that all staff meets the minimum educational requirements as required by the Department.

14. The provider must evaluate its program by using credible and tested measurement tools for program effectiveness in achieving outcomes.

15. The provider shall conduct criminal history and CPS Child Abuse and Neglect (CA/N) registry checks and shall ensure that no employee or foster parent has a record of criminal convictions or CPS involvement that would pose a risk to the health, safety, or well-being of children and families.

16. Providers shall cooperate with DHS as requested to implement changes to the program including changes in populations to be served and/or service delivery. Providers shall participate in quality assurance/improvement projects as requested by DHS for research and evaluation purposes. Such activities will include one Child and Family Service Review per year per qualified staff as requested and arranged by DHS. Qualifications of provider staff to participate in the CFSR will be determined by DHS. Other quality assurance/improvement activities will include data collection and other future requests related to current DHS initiatives, activities and programs. Providers will be requested to provide records for review by DHS for these purposes.

B. Secondary purchaser participation

(Refer to §3-143-608, HAR)

No secondary purchases are planned. However, after-the-fact secondary purchases may be allowed upon approval of the Department and pursuant to §3-143-608 HAR.

C. Multiple or alternate proposals

(Refer to §3-143-605, HAR)

_____ Allowed __X__ Unallowed

D. Single or multiple contracts to be awarded

(Refer to §3-143-206, HAR)

_____ Single _____ Multiple __X__ Single & Multiple

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

_____ Single term (< 2 yrs) __X__ Multi-term (> 2 yrs.:)

The term of the contract(s) will be six (6) years, subject to satisfactory performance and availability of funding.

Contract Terms:

Initial term of each contract: One (1) year anticipated to be 7/1/2010 through 6/30/2011
Length of each extension: One (1) year unless otherwise agreed by the STATE
Number of possible extensions: Five (5) annual extensions
Maximum length of contract: Six (6) years from 7/1/2010 through 6/30/2016 subject to Option to Extend provision in the Special Conditions of the contract. See Exhibit "E", Special Conditions, in Section 5 of the RFP.

The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.

Conditions for extension:

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

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 winning provider or providers. Written questions for which a written response is desired should be submitted to the RFP contact person and received on or before the day and time specified in Section I, Item IV (Procurement Timetable), of this RFP. Oral questions will be addressed through the deadline for submission of proposals.

Contact Person:	Suzanne Hull
Phone:	586-5697
Fax:	586-4806
Email	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)

1. Service activities for all youth are intended to strengthen, support and assist youth in out-of-home care in achieving age and developmentally appropriate life skills.
    a. For youth aged 16 through 26 years the following goals also included:
        i. Achieve and maintain economic self-support to prevent, reduce or eliminate dependency.
        ii. Achieve and maintain self-sufficiency through utilization of community resources including community based care;
        iii. Achieve emancipation to independent adulthood.
    b. Services to attain these goals include providing information about and opportunities to practice and enhance these skills. These services include information about resources available in the community, providing short-term outreach and follow-up services, and linking the youth with appropriate private and public resources.

2. The Department shall determine the criteria for referral, which shall include but not be limited to the youth's age, legal status and placement in out-of-home care.

3. The scope of services shall include:

    a. Referral and Initial Contact: The provider shall contact the youth through telephone or face-to-face contact to discuss the provider's program, assess the youth's needs, and assist the youth with the development of a plan to meets the youth's needs.

    b. Assessment: An assessment of the youth's life skills shall be performed for each youth referred to the provider.

        i. The Ansell Casey Life Skills Assessment shall be the assessment tool.
        ii. The initial assessment shall be completed within thirty days of the referral.
        iii. This assessment shall be the basis for the youth's individualized independent living plan.

    c. Individualized Planning:
        i. <u>Independent Living Plan:</u> A written individualized independent living plan shall be developed with the Department's worker, youth, foster parents, and parents when appropriate. This individualized independent living plan shall:

            1. Be based on the Ansell Casey Life Skills Assessment and Ansell Casey Life Skills Learning Plan and be appropriate to the youth's developmental and maturational level;
            2. Be provided to the youth's social worker;

3. For youth, aged 12 to 15 years, focus on the development of the "soft" life skills, youth, *i.e.*, skills which focus on the intangible areas such as self-identity, emotional/psychological/ spiritual well-being, decision making/problem solving, planning/goal setting, and communication;
4. For youth, aged 16 through 21 years, focus on the development the knowledge and skills necessary to make a successful transition from dependency to independent living youth;
5. Contain measurable goals and objectives that can be used to determine progress, *e.g.*, at the end of the component on money management the youth will be able to determine unit price when purchasing food;
6. Be completed, reviewed and signed by the youth, provider, and Department social worker within 60 days of the referral;
7. Be reviewed and updated every six months by the youth, the provider and the Department social worker.

ii. Transition plan developed 90 days prior to the youth's 18th birthday that "[shall be] personalized at the direction of the child, includes specific options on housing, health insurance, education, local opportunities for mentors and continuing support services, and work force supports and employment services, and is as detailed as the child may elect." [Public Law 110–351, Title II, Section 202.]

iii. Coordination / collaboration in planning shall include referral to the organization(s) providing Youth Circle services as appropriate, and shall include a referral for the development of the transition plan.

d. Provision of services: Services shall be provided through the utilization/development of the team approach of caseworker(s), youth, foster parents and community resource representative(s).

e. Services: Services to be provided in accordance with the individualized independent living plan shall include but not be limited to the following:

i. Counseling and supportive services.
ii. Educational components shall include all of the following, as appropriate to the youth's age and developmental level:
    1. Self-awareness and interpersonal dynamics
        a. Self-esteem & self-image
        b. Perception of self & how others see youth
        c. Roles, relationships and expectations of the youth as teenager, student, employee, spouse, parent, caregiver
    2. High risk behavior (what it is, alternatives, consequences, from a focus on the youth's strengths)
        a. Premarital sex, promiscuity, prostitution
        b. Drug, alcohol, and tobacco use
        c. Gang membership, peer pressure

    d. Truancy, run-away behavior, “street life”
3. Health and Hygiene:
    a. Emergency and safety skills such as CPR and First Aid
    b. Personal hygiene and health, including disease prevention
    c. Sexuality and birth control, including sexual identity, sexual behavior, and sexually transmitted diseases
4. Pregnancy, childbirth and parenting (for both male and female youth)
    a. Exploring parenting and decision making alternatives, *e.g.*, birth control, raising the child, adoption.
    b. Impact of pregnancy on the immediate and long-term plans of the mother, father and others
    c. Pre-natal care & fetal development
    d. Early childhood development
5. Money Management:
    a. Immediate gratification vs. long term goals
    b. Consumer math, household budgeting
    c. Consumer education, *e.g.*, warranties, fraud, rights & responsibilities, rental housing.
    d. Banking services.
6. Community resources, including knowledge and utilization of:
    a. Teen shelters/clinics
    b. Medical clinics, including birth control and STD
    c. Homeless shelters
    d. Public transportation
    e. Social services (social, financial, medical and food stamps)
    f. Programs and agencies that provide transition and independent living services
7. Development of job readiness: In accordance with the individualized independent living plan,
    a. All youth are to be linked with services provided under the Workforce Investment Act (WIA) of 1998 or the Welfare to Work (WTW) program. Services provided to the youth by the provider and WIA/WTW agency are to be coordinated.
    b. Assessment and exploration of vocation/employment choices and community referral as appropriate.
8. Liaison with community resources and public agencies shall include linkage with the Department of Labor’s (employment) and the Department of Health’s (health, sexual abstinence, and smoking) programs for children and youth in transition.
9. Higher education support services for youth receiving higher education board allowances from the Department. These services include regular meeting with the youth to review academic progress, career plans, and the youth's compliance with the terms of the higher education board agreement. The provider may also be identified as the payee for the youth's higher education board allowance payments.
10. Post-program counseling and support services at the request of the youth to assist the youth’s transition to independent living through age 21 years.

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f. Collaboration / coordination with other youth serving community organizations, and service providers, including but not limited to:
   i. Hawaii Foster Youth Coalition,
   ii. Kapiolani Child Protection Center Peer mentoring program
   iii. State & Federal Housing agencies

g. Compliance and cooperation with DHS initiatives & programs as requested, including but are not limited to identification of and outreach and support for youth to participate in programs
   i. National Youth in Transition Database (NYTD)
   ii. Jim Casey Youth Opportunities Initiative
   iii. Department of Housing and Urban Development Family Unification Program housing vouchers

h. Resource Families: The provider must develop and implement a plan to train foster parent(s) in independent living skill building, and actively involve and support the resource families in working with the youth. This plan must include outreach, training, and on-going support components for the foster parents of youth referred to and active with the independent living program.

i. Reports: At a minimum, a semi-annual written report to the Department for each youth to include an updated individualized independent living plan, updated Ansell Casey Life Skills Assessment and the Ansell Casey Life Skills Learning Plan as appropriate, information on the services provided, attainment of goals and objectives, evaluation of the youth's progress and recommendations.

j. Group Counseling Sessions: The provider may provide independent living services through on-going and short-term goal oriented group sessions.

k. Transportation: Transportation is often a barrier to the provision of services. The provider is expected to provide transportation to youth in order that they may participate in independent living activities.

4 In addition to the above, the following components may be proposed:

Transitional housing/rental support based on an individualized independent living plan may be proposed for youth, aged 18 through 21 years. Youth must have been in out-of-home placement under the placement responsibility of the Department for at least twelve months immediately before they exited care at the age of 18 years or older. The goal of this component is to prevent homelessness for former foster youth. The intent of this component is to provide support in the form of a qualified, time-limited cash/in-kind grant and continued independent living services for youth who have left foster care and do not qualify for continued support under the higher education board allowance program. The following factors must be addressed in this component:

a. Emergency housing assistance to meet unplanned expenses when the youth's plans for housing after discharge from foster care change and there is an immediate need for short term assistance, *e.g.,* financial assistance to obtain shelter can be provided when a youth's entry to military service is delayed for a week and the youth cannot remain in the foster home.

b. Non-emergency housing assistance: the length of this grant is not to exceed a maximum of six months. Start-up and ongoing financial support may include a rental deposit and a rental subsidy at a maximum rate of $529 per month for four months with decreasing subsidy for the remaining two months. If a rental deposit is supplied under this component, there must be assurances that when this deposit is returned it is returned to the provider.

c. Short-term, goal oriented independent living services, including a contract with the youth that states the purpose, amount and duration of the grant, the services to be provided by the provider, and the expectations of the youth, are included in both the emergency and non-emergency housing assistance.

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

1. Personnel

a. Staff should have the educational qualifications and necessary training to provide the activities requested.

b. Staff must have experience in dealing with domestic violence, child abuse and neglect, substance abuse, and youth in transition from foster care to self-sufficient independent living; and must be willing to work with families that present those safety issues.

c. When disagreement between the provider staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department of Human Services shall prevail. Failure on the part of the provider to comply shall be deemed cause for corrective action and subject to contractual remedies.

d. Skills building activities related to transition and independent living require staff with bachelor's degree from an accredited institution or equivalent training and experience approved by the Department. Individuals must have had relevant training and experience.

e. Counseling activities and clinical therapy require, at a minimum, staff with a master's degree in social work or related field from an accredited institution. Individuals must have had relevant training and experience in working with families who harmed or threatened their children with harm.

f. Contract funds may be allowed for use for training costs as they relate to service provision. To the extent possible, training shall be attended on the island of the attendees.

2. Administrative

The provider shall accept only youth who are referred by the Department of Human Services unless otherwise specified in the contract.

3. Quality assurance and evaluation specifications

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

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

4. Output and performance/outcome measurements

See Forms A, B, and C. Applicant may propose modifications or additional categories.

5. 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 PROVIDER summarizes major activities undertaken during the report period. Data to be reported may include but not limited to the number of service units provided, the number of persons served, client lists, outcomes and objectives achieved, problems encountered, recommendations, proposed future activities, and staffing changes.

PROVIDER shall be required to submit Quarterly Activity Reports and Quarterly Expenditure Reports including any other additional reports and information that STATE may reasonably require in <u>any or all</u> of the following ways at the sole discretion of STATE: as an electronic file, on paper, or via an electronic reporting system which may be internet based. PROVIDER may be required to submit electronic files to STATE as attachments to electronic mail. PROVIDER shall be required to abide by the STATE's confidentiality measures and other procedures in conducting contract related correspondence with STATE via electronic mail.

PROVIDER may be required to utilize an electronic reporting system in other ways as determined by STATE including but not limited to the recording, organizing and maintaining of Quarterly Activity Reports and Quarterly Expenditure Reports on an ongoing and cumulative basis. PROVIDER shall be required to abide by the STATE's confidentiality measures and other procedures in the use and maintenance of an electronic reporting system.

b. Required Fiscal Reports:

i. Providers will submit invoices in the format provided by the Department.
ii. Quarterly and year end reports listing total expenditures of contract funds, contract revenues received, collections and expenditures from program income and/or other sources of funding.

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.

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

6. Pricing or pricing methodology to be used

_____ 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.

X Base Cost/Fixed Rate Combination where the State pays the contractor a base amount for operating costs and a fixed rate for units delivered. The base cost for this contract will be 50% of the contract amount. The direct monetary outlays for transitional housing/rental support, at no more than 10% of the total contract amount, shall be included in the base cost. A fixed rate of $28.00 per unit will be paid for each unit of general IL service up to 50% of the contract amount. Total payments under this contract shall not exceed 100% of the contract amount.

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

7. Units of service and unit rate

a. The unit rate is equivalent to one (1) professional hour in direct services on one-to-one counseling and/or skill building to, or on behalf of, a youth residing in a foster family home, specialized independent living home, staffed supervised apartment, or transitional supervised living arrangement.

Included are direct service time provided to clients, training of foster parents, outreach service efforts, assessments and development of the youth's individualized independent living plan, collateral contacts such as attendance at conferences and meetings at the request of the Department, the costs of air travel and per diem for these conferences, rental support, and other activities or costs approved by the Department.

Supervisory consultation, report writing, phone time, failed office visits, and transportation of youth or staff to independent living functions are not considered units of services. These are considered administrative functions.

b. The unit rate is a professional hour and shall be commensurate with the educational level of the provider of the activity. A professional staff hour is one (1) hour of services credited at $28.00 requiring the provider to have a bachelor’s degree. The following educational levels will be credited as follows:

- Masters degree is credited at 1.19 units of service, or $33.32 per hour.
- Bachelors degree is credited at 1.00 units of service, or $28.00 per hour.
- High school graduate, paraprofessional, or foster parent* is credited at .52 units of service, or $14.56 per hour.

FORM A – PEOPLE TO BE SERVED

Organization: _____

Program/ Service: INDEPENDENT LIVING PROGRAM SERVICES FOR YOUTH

Site: _____ (SPECIFY)

PEOPLE TO BE SERVED	BUDGET PERIOD	
	# of Youth	YTD
1. Number of children aged 12 – 15 years, provided life skills building.		
2. Number of youth, 16 years and over, in out-of-home care, provided independent living services.		
3. Number of youth, ages 18 through 19 years, provided independent living services, including services in transitional independent living arrangements.		
4. Number of youth, ages 18 through 21 years, pursuing higher education plans and receiving ILP services.		
5. Number of youth provided housing assistance		

FORM B – SERVICES

Organization: _____

Program/ Service: INDEPENDENT LIVING PROGRAM SEVICES FOR YOUTH

Site: _____

Service Activities	# of Youth		# of Hours		# of Sessions	
	¼	YTD	¼	YTD	¼	YTD
12 – 15 year old						
1. Total # of family foster home provided IL services						
2. Total # participating in individual IL Counseling						
3. Total # participating in short-term goal-directed IL group						
4. Total # participating in on-going IL group						
16+ year old						
5. Total # of family foster home provided IL services						
6. Total # participating in individual IL Counseling						
7. Total # participating in short-term goal-directed IL group						
8. Total # participating in on-going IL group						
9. Total # in foster home, with IL trained foster parents						
10. Total # provided IL services in staffed/supervised apartment						
Outreach & Linkage						
11. Total # of youth provided outreach to enable them to participate in IL program						
12. Total # of youth provided with referral/linkage to health and health-related programs, including Department of Health smoking, drug & pregnancy prevention, abstinence programs						
13. Total # of youth provided with assistance, information, referral, or linkage to services to assist in the completion of high school.						
14. Total # of youth provided with assistance and linkage in obtaining housing after existing foster care.						
15. Total # of youth provided with referral/linkage to employment readiness program.						
16. Total # of youth provided assistance by this provider with development and exploration of vocational/employment options.						

Form B – Services (pg. 2)

Organization: _____

Program/ Service: INDEPENDENT LIVING PROGRAM SERVICES FOR YOUTH

Site: _____

Service Activities	# of Youth		# of Hours		# of Sessions	
	¼	YTD	¼	YTD	¼	YTD
Higher Education IL Services for Former Foster Youth						
17. Total # of youth in academic (college/university) programs receiving supportive IL case management services						
18. Total # of youth provided with assistance, information, referral or linkage with services to assisted in the identification of higher education needs, and application for admission and financial assistance.						
19. Total # of youth receiving federal grants/loans/ scholarships (*e.g.*, Pell, SEDG, Stafford, etc.)						
20. Total # of youth receiving state or private grants/loans/ scholarships						
21. Total # of youth in training/vocational programs receiving supportive IL case management services.						
22. Total # of youth for whom the provider is designated as payee for room & board allowance.						
Post-Discharge						
23. Total # of youth requesting post-discharge services						
24. Total # of youth provided post-discharge services						
Housing Assistance						
25. Number of youth provided emergency housing assistance						
26. Number of youth provided transitional housing/rental support						

FORM C – OUTCOMES

Organization: _____

Program/ Service: _INDEPENDENT LIVING PROGRAM SERVICES FOR YOUTH__

Site: _____

Outcomes	Budget Period	
	This qtr.	YTD
1. % of youth, ages 12 to 15, who meet their educational objectives by maintaining a passing grade point average, ore goals/objectives of their Dept. of Education Individualized Educational Plan (IEP). *# of youth, age 12 to 15, who attained passing grades or met objectives of IEP during this ¼* *Total # of youth age 12 – 15 in IL program*		
2. % of youth, ages 12 – 15, participating in he IL program who demonstrated increased independent living skills , as identified in their IL Plan *# of youth, age 12 to 15, participating in IL program who increased IL skills ID'd in plan* *Total # of youth age 12 – 15 in IL program*		
3. % of youth, ages 16 – 19, participating in the IL program who demonstrated increased independent living skills, as identified in their IL plan *# of youth, age 16 – 19, participating in IL program who increased IL skills ID'd in plan* *total # of youth age – 19 in IL program*		
4. % of youth, ages 16 – 19 obtaining high school diploma or equivalent by the time they leave high school *% of youth, ages 16 – 19, who obtained high school diploma or equivalent this ¼* *total # of youth age 16 – 19 who left school this ¼*		
5. % of youth, ages 16 – 19, who followed through on referrals to at least 3 community resources *% of youth, ages 16 – 19, who followed through on referrals to at least 3 community resources* *% of youth, ages 16 – 19, who were referred to community resources this ¼*		
6. % of youth, ages 16 – 19, participating in IL program who left high school and were placed in a post-secondary educational program after they left high school, in accordance with their IL plan *% of youth, ages 16 – 19, who were placed in a post-secondary educational program* *total # of youth age 16 – 19 in program who left high school this ¼*		
7. % of youth, ages 16 – 19, participating in IL program who left high school and were placed in a vocational program, in accordance with their IL plan *% of youth, ages 16 – 19, who were placed in a vocational program* *total # of youth age 16 – 19 in program who left high school this ¼*		
8. % of youth, ages 16 – 19, placed in employment after they left high school, in accordance with their IL plan *total # youth, ages 16 – 19, placed in full or part-time employment this ¼* *total # youth, ages 16 – 19, in IL program this ¼ w/employment as an objective or goal on the IL plan*		
9. % of youth, ages 16 – 19, participating in IL program who left high school and were maintained in a vocational program in accordance with the IL plan *total # of youth, age 16 – 19, maintained in a vocational program* *total # of youth, ages 16 – 19, who left high school this ¼*		
10. % of youth who were employed this ¼, ages 16 – 19, who were maintained in employment in accordance with their IL plan *total # youth, ages 16 – 19, maintained in full or part-time employment this ¼* *total # of youth 16 – 19 in program who left high school this ¼ who were employed at the beginning of the 1/4 ,* ***plus*** *those placed during the ¼ , who had employment as an objective on their IL plan*		
11. % of youth, ages 16 – 19, successfully completing their IL program and attaining at least fair prognosis of achieving goals of independence upon exiting program *total # of youth, ages 16 – 19, exiting program with at least fair prognosis* *total # of youth 16 – 19 exiting program this ¼*		

FORM C – OUTCOMES (pg. 2)

Organization: _____

Program/ Service: _INDEPENDENT LIVING PROGRAM SERVICES FOR YOUTH__

Site: _____

12. % of youth, ages 18 – 19, who secured an appropriate living arrangement, in accordance with their IL plan, upon exiting the IL program *total # of youth ages 18 – 19, who exited program w/appropriate housing arrangements* *total # of youth 18 – 19 exiting program this ¼*		
13. % of youth 18+ years, participating in higher education program maintaining passing grades *# of youth 18+ in higher education setting with passing grades* *total # of youth participating in higher education programs*		
14. % of youth, age 18+ years, participating in post-secondary vocational/training performing satisfactorily *# of 18+, performing satisfactorily in post-secondary vocational/training setting* *total # of 18+ participating in post-secondary vocational/training program*		
15. % of youth, age 16 – 19, participating in education/vocational training programs upon exiting the IL program, in accordance with their IL plan *# of 16 – 19 participating in ed/voc programs post discharge from IL program* *total # of 16 – 19 exiting Il program this ¼*		

Work Plan Format

Service: Independent Living Program Services for Youth RFP #: HMS 301-40

Agency:

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	**SPECIFIC TASKS**	**TITLE OF RESPONSIBLE STAFF (& BACKUP)**	**TIME LINE/ SCHEDULE**
1. Contract specific policies and procedures, including: (See RFP Section 2, III.A.) • Initial Referral & Engagement Process • Creating and Managing Waiting Lists • Termination of Services/Discharge Criteria • Serving Clients with Limited English and Physical Disabilities • Case Reporting, Documentation, and Coordination with CWS			
2. Services for Families, including: (See RFP Section 2, III.A.) • Assessment Activities • Individualized Program Planning • Transition Plan • Coordination/Collaboration in Planning • Counseling and Supportive Services • In-Depth Education, Appropriate to Age-Level and			

Developmental-Level, including a. Self-Awareness and Interpersonal Dynamics b. High Risk Behaviors (e.g., sex, drugs, gang membership, truancy) c. Health and Hygiene d. Pregnancy, Childbirth, and Parenting e. Money Management f. Community Resources g. Development of Job Readiness h. Higher Education Support Services i. Post-Program Counseling • Training Resource Families • Group Counseling Sessions • Transportation for Youth			
3. Development of protocols, including those regarding: (See RFP Section 2, III. B.) • Criminal History and CWS Registry Personnel Checks • Quality Assurance and Evaluation Specifications • Outcome and Performance Measurements			
4. Grievance procedures & dispute resolution for both clients & DHS staff when disagreements arise about actions or decisions of the provider.			

Section 3

Proposal Application Instructions

Section 3
Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application comprises the following sections:

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

I. Program Overview

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

II. Experience and Capability (20 points)

A. Necessary Skills (4 points)

The applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services.

B. Experience (6 points)

The applicant shall provide a **description of projects/contracts** for the most recent two (2) years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. The applicant shall include the following information for each project/contract listed:

- Contract/project identification number
- Contracting agency
- Name of contact person, phone number, email address, and mailing address from the contracting agency
- 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. The State reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation (4 points)

The applicant shall describe its own plans for quality assurance and evaluation, including methodology, instruments, and timelines for the proposed services. The applicant shall describe the agency's internal review process to ensure conformance with contract requirements, provision of Administrative Assurances, adequate accounting practices, accurate case record keeping, accurate tracking of performance/outcome/output measures, adequate maintenance of agency files, and program effectiveness.

D. Coordination of Services (5 points)

The applicant shall describe its own plans that demonstrate the capability to coordinate services with other agencies and resources in the community. Refer to the Administrative Assurances in Section 5 Attachment H of the RFP for requirements for the coordination of services.

E. Facilities (1 point)

The applicant shall provide the street addresses of facilities, a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe in detail plans to secure facilities. Also describe in detail how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services.

III. Project Organization and Staffing (15 points)

A. Staffing

1. Proposed Staffing (4 points)

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. Refer to RFP Service Specifications Section 2, as applicable. In addition, the applicant shall list the positions for all contract management staff and fiscal staff proposed as part-time or full-time employees under the contract.

2. Staff Qualifications (4 points)

The applicant shall provide position descriptions that include the minimum qualifications (including experience) for each staff position budgeted to the program directly or through subcontract including back-up staff for direct service staff. These minimum qualifications must meet the minimum personnel requirements of this RFP. Refer to RFP Service Specifications, Section 2, as applicable.

Position description titles shall match the titles listed on the Program Specific and Organization-Wide charts.

B. Project Organization

1. Supervision and Training (3 points)

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

2. Organization Charts (4 points)

The applicant shall describe in detail its approach and rationale for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks. In addition, the applicant shall provide:

A. An Organization-Wide chart showing where the proposed program fits within the applicant agency.

B. A Program Specific organization chart that reflects:

1. The position of each staff budgeted to the proposed program including:
   a) Title from position descriptions
   b) Qualification level (e.g. high school diploma, bachelor's degree, master's degree)
   c) Full-time equivalency (FTE) to the applicant agency and to the program.
2. The lines of authority/supervision

Both the “Organization-Wide” and “Program Specific” organization charts shall be attached to the Proposal Application.

IV. Service Delivery (55 points)

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Scope of Work, including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

The applicant shall address all of the items of the Work Plan in Section 2 of this RFP according to the instructions attached to that Work Plan. Please note that it is not acceptable to simply repeat language in the RFP as you address the specific tasks related to the various service activities.

The applicant shall address in detail the following items which are listed in the Work Plan:

A. Referral and Intake (5 points)

The applicant shall provide detailed information on its referral and intake process, including, but not limited to:

1. How referrals will be received
2. How referrals will be processed
3. How the client will be notified of the program’s response to the referral
4. How the department will be notified of the program’s response to the referral

B. Assessment and Service Planning with Family (10 points)

The applicant shall provide detailed information on the process they will use to:

1. Assess client strengths
2. Assess client areas needing improvement or support
3. Inform the client of the disposition of the referral
4. Engage the client and offer services
5. Involve the client in service planning
6. Determine practical service outcomes
7. Develop and implement an individualized program service plan

C. Direct Service Provision (25 points)

The applicant shall provide a **detailed, comprehensive, and practical** plan for delivery of services to the client, based on the assessment and individualized program service plan.

D. Coordination with DHS (10 points)

The applicant shall provide a detailed explanation of how the program will work with the department to establish:

1. Agreed upon services
2. Common service goals
3. Outcomes for the client

E. Quality assurance, Grievance and Dispute Resolution Procedures (5 points)

The applicant shall provide a plan to ensure consistent delivery of quality services and a process to positively address potential disputes between program and DHS staff who share clients.

V. Financial (10 points)

A. Pricing Structure (8 points)

1. The applicant shall submit a cost reimbursement proposal which utilizes the pricing structure designated by the state purchasing agency in Section 2, Service Specifications, Compensation and Method of Payment and which fully supports the scope of services. The applicant shall submit all the required budget information and forms listed in Section 3 of this RFP. **(2 points)**

   All budget forms, instructions and samples are located on the SPO website. (See Section 1, Page 2 of this RFP for the website.) The following budget form(s) shall be submitted with the Proposal Application:

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

The applicant is advised that for budgeting purposes there are insurance requirements and auditing requirements under this contract. See the Insurance Requirements, General Conditions and Special Conditions of the Contract, located in Section 5 of this RFP, for details.

2. The applicant shall provide a detailed, clear, logical, and practical budget for the overall costs specifically expended to support this service and this budget shall reflect reasonable costs. **(3 points)**

3. The applicant shall provide a clear budget for the administrative costs, **not to exceed 15%** of the annual funding amount, and provide a justification for the administrative costs. **(1 point)**

4. The applicant's budget shall provide reasonable personnel and non-personnel costs which are comparable to those costs in the community. **(2 points)**

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

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

B. Other Financial Related Materials

1. **Accounting System (2 points)**

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

a. The applicant shall submit the most recent Financial Audit including any management letters that accompanied that audit.

b. The applicant shall submit a cost allocation plan which demonstrates the applicant's expenditures are allocated based on a plan that is reasonable, appropriate, and lawful.

VI. Other

F. Litigation

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

G. 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

• Introduction

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

• Evaluation Process

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

The evaluation will be conducted in three phases as follows:

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

Evaluation Categories		**Possible Points**
Administrative Requirements		
Proposal Application		**100 Points**
Program Overview	0 points	
Experience and Capability	20 points	
Project Organization and Staffing	15 points	
Service Delivery	55 points	
Financial	10 Points	
TOTAL POSSIBLE POINTS		**100 Points**

- ## Evaluation Criteria

I. Phase 1 - Evaluation of Proposal Requirements

1. **Administrative Requirements**

   a. Proposal Application Checklist

   b. Tax Clearance certificate

   c. Administrative Assurances

2. **Proposal Application Requirements**

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

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

***Program Overview*:** No points are assigned to Program Overview. The intent is to give the applicant an opportunity to orient evaluators as to the service(s) being offered. The applicant shall highlight the agency's mission and vision, as well as the goals and objectives of the proposed service activities relative to the assessed needs and available resources of the target population and geographic coverage of service.

1. ***Experience and Capability (20 Points)***

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

A. Necessary Skills

- The applicant has demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services. ***4 points***

B. Experience

- The applicant has listed all required information that demonstrates two(2) years of experience pertinent to the service activities detailed in this RFP. ***4 points***
- The references listed confirm the provider has delivered services pertinent to the service activities detailed in this RFP. ***1 point***
- The applicant has included the following information for each contract/project listed:
  1)Contract/project identification number
  2)Contracting Agency
  3)Name of contact person, phone number, email address, and mailing address from contracting agency,
  4)Title of service or a brief description of the service ***1 point***

C. Quality Assurance and Evaluation

- The applicant has fully described and has demonstrated sufficiency of quality assurance and evaluation plans for the proposed services, including methodology, instruments, and timelines for proposed services. ***4 points***

D. Coordination of Services

- The applicant has provided a plan to coordinate services that includes pertinent items listed in the Administrative Assurances. ***2 points***
- The applicant has demonstrated the capability to coordinate services with other agencies and resources in the community. ***3 points***

E. Facilities

- The applicant has provided information that demonstrates adequacy of facilities relative to the proposed services. This includes but is not limited to the following: physical address, appropriateness in relation to proposed services, facility meeting ADA requirements as applicable, and detailed plans to secure facilities if applicable. ***1 point***

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

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

A. ***Staffing***

- Proposed Staffing: The proposed staffing pattern, percentage of FTE allocated to the program for each position, number of positions, client/staff ratio, and proposed caseload capacity *are* described and are appropriate and reasonable for the viability of the services. ***4 points***
- Staff Qualifications: The proposed minimum qualifications (including experience) for staff and subcontractor assigned to the program are described and are sufficient to ensure quality program/service delivery. Position descriptions are attached. ***3 points***
- Consistency of Titles: The applicant's position titles in the Program Specific and Organization-Wide charts match titles in position descriptions. ***1 point***

B. ***Project Organization***

- Supervision and Training: The applicant has described and demonstrated the ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. ***3 points***
- Organization Charts**:** The applicant has detailed the approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. In addition the applicant has provided the following information:

  1. An Organization-Wide chart showing where the proposed program fits within the applicant agency.

  2. A Program Specific chart that reflects all of the following:

     a) Each position budgeted to the program including:

     - Title from the position description,
     - Qualification level (e.g. HS diploma, bachelor's degree, master's degree)
     - Full-time equivalency
     - The lines of authority and supervision ***4 points***

3. *Service Delivery (55 Points)*

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

The evaluation criteria may also include an assessment of the logic of the work plan for the major service activities and tasks to be completed, including clarity in work assignments and responsibilities, and the practicality of the timelines and schedules, as applicable.

• Referral and Intake	***5 points***
• Assessment and Service Planning with Family	***10 points***
• Direct Service Provision	***25 points***
• Coordination with DHS	***10 points***
• Quality Assurance, Grievance, & Dispute Resolution	***5 points***

- ***Financial (10 Points)***

The applicant has submitted a cost reimbursement proposal as designated in RFP Section 2, which fully supports the scope of services and has submitted all budget information and forms listed in RFP Section 3	***2 points***
Personnel and non-personnel costs are reasonable and comparable to positions in the community	***2 points***
The applicant has provided a clear and acceptable budget for the administrative costs **not to exceed 15%** of the annual funding amount.	***1 point***
The applicant has provided a clear and acceptable budget for the costs specially expended to support this service.	***2 points***
The applicant has provided detailed budget information that reflects reasonable costs.	***1 point***
The applicant has submitted the most recent financial audit and has demonstrated an adequate accounting system.	***2 points***

III. Phase 3 - Recommendation for Award

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

Section 5

Attachments

A. Proposal Application Checklist

B. Sample Proposal Application Table of Contents

C. Proposal Application Identification Form (SPO-H-200)

D. Insurance Requirements (Excerpts from Contract)

E. Criminal Conviction Record Check Standards and Protective Services Central Registry Standards

F. General Conditions

G. Special Conditions

H. Administrative Assurances

ATTACHMENT A

PROPOSAL APPLICATION CHECKLIST

Proposal Application Checklist

Applicant: _____ RFP No.: _____

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

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	**X**	
Proposal Application Checklist	Section 1, RFP	Attachment A	**X**	
Table of Contents	Section 5, RFP	Section 5, RFP	**X**	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website*	**X**	
Tax Clearance Certificate (Form A-6)	Section 1, RFP	Dept. of Taxation Website (Link on SPO website)*	**X**	
Cost Proposal (Budget)			**N/A**	
SPO-H-205	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5	**N/A**	
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5	**N/A**	
SPO-H-206A	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206B	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206C	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206D	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206E	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206F	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206G	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206H	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206I	Section 3, RFP	SPO Website*	**N/A**	
SPO-H-206J	Section 3, RFP	SPO Website*	**N/A**	
Certifications:				
Federal Certifications		Section 5, RFP	**N/A**	
Debarment & Suspension		Section 5, RFP	**N/A**	
Drug Free Workplace		Section 5, RFP	**N/A**	
Lobbying		Section 5, RFP	**N/A**	
Program Fraud Civil Remedies Act		Section 5, RFP	**N/A**	
Environmental Tobacco Smoke		Section 5, RFP	**N/A**	
Program Specific Requirements:				
Administrative Assurances	Section 3, RFP	Section 5, RFP	**X**	

_____ Authorized Signature

_____ Date

ATTACHMENT B

SAMPLE PROPOSAL APPLICATION TABLE OF CONTENTS

SAMPLE Proposal Application
Table of Contents

I. Program Overview 1

II. Experience and Capability 1
- **A.** Necessary Skills 2
- **B.** Experience 4
- **C.** Quality Assurance and Evaluation 5
- **D.** Coordination of Services 6
- **E.** Facilities 6

III. Project Organization and Staffing 7
- **A.** Staffing **7**
  1. Proposed Staffing 7
  2. Staff Qualifications 9
- **B.** Project Organization 10
  1. Supervision and Training 10
  2. Organization Chart (Program & Organization-wide)
     (See Attachments for Organization Charts)

IV. Service Delivery 12

V. Financial 20
See Attachments for Cost Proposal

VI. Litigation 20

VII. Attachments
- **A.** Cost Proposal
  - SPO-H-205 Proposal Budget
  - SPO-H-206A Budget Justification - Personnel: Salaries & Wages
  - SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits
  - SPO-H-206C Budget Justification - Travel: Interisland
  - SPO-H-206E Budget Justification - Contractual Services – Administrative
- **B.** Other Financial Related Materials
  - Financial Audit for fiscal year ended June 30, 1996
- **C.** Organization Chart
  - Program
  - Organization-wide
- **D.** Performance and Output Measurement Tables
  - Table A
  - Table B
  - Table C
- **E.** Program Specific Requirements

ATTACHMENT C

PROPOSAL APPLICATION IDENTIFICATION FORM (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)

INSURANCE REQUIREMENTS
(EXCERPTS FROM CONTRACT)

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 TWO MILLION AND NO/100 DOLLARS ($2,000,000.00), 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 commercial general liability insurance as required in Section 1.4 of the General Conditions shall be **Occurrence Based.** 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.

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 (Revised 10/3/2008)

PROTECTIVE SERVICES CENTRAL REGISTRY STANDARDS (Revised 10/3/2008)

(Forms to be included with contract)

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL HISTORY 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 history information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to ACCSB/CWSB clients.

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

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

1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal history record check, the individual may be placed in a 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 history record check shall be completed within six (6) months of the effective date of these standards.

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

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

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

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

1. For ACCSB providers: The Department of Human Services (DHS) designee contracted to fingerprint individuals and to submit information to and receive information from the FBI and CJIS. The individual shall complete, sign and date the DHS 1645, "Authorization for Criminal History Record Clearance", and submit the completed form to the DHS designee;

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

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

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

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

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

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

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

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

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

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

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

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

1. Requests for exemptions shall be made in writing by using form DHS 1673, "Request for Exemption (From Criminal History Records Check Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current results of a

name inquiry into the State criminal history records check must accompany the request. Fingerprint results for ACCSB providers should already be on file with the DHS designee.

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

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

Attachments
DHS 1645 with instructions
DHS 1672 with instructions

DHS 1673 with instructions
Statement of Authenticity
Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES
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 or its designee is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to become a direct service provider.
   1. **For ACCSB Direct Service Providers:** The individual shall sign and date form DHS 1507, "Authorization to Release Information from the Protective Services Central Registry, Adult & Community Care Services Branch", and mail (not fax) the completed form to:
      Insights to Success, Inc
      1132 Bishop Street, Suite 2401

Honolulu, Hawaii 96813

2. **For CWSB Direct Service Providers:** The individual shall sign and date the "Child Protective Service System Central Registry Clearance Form – Experimental (2/06)" and mail (not fax) the completed form to: Child Welfare Services Branch
Statewide Child Welfare Services Section
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817
Phone: (808) 832-0624

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

APS CENTRAL REGISTRY CHECK

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

CWS CENTRAL REGISTRY CHECK

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

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

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

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

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

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

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

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

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

D. 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 and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or APS Central Registry checks on the individuals they plan to hire as direct service providers.

Attachments:
DHS 1507 with instructions
CPS System Central Registry Clearance Form – Experimental (2/06)) with instructions
DHS 1672 with instructions
DHS 1673 with instructions
Checklist for Exemption Request

ATTACHMENT F

GENERAL CONDITIONS

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

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.

c. The commercial general liability insurance as required in Section 1.4 of the General Conditions shall be **Occurrence Based.**

The certificates of insurance shall expressly provide that the insurance policies shall not be cancelled unless the insurance company has first given the STATE thirty (30) calendar days written notice of the intended cancellations. If such prior notice is not given by the insurance company, it will be the responsibility of the PROVIDER to provide such notice to the 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:

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

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

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

    The Provider further agrees that the above language will be included in any 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:

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

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

21. **Nondiscrimination.**

a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations which effectuates Title VI of the Civil Rights Act of 1964, the Provider and any 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.

b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations which effectuates section 504 of the Rehabilitation Act of 1973, the Provider and any 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.

c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations which effectuates Title IX of the Educational Amendments of 1972 as well as section 844 of the Educational Amendments of 1974, the Provider and any
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.

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

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.

_____
Signature

_____
Title

_____
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.

SIGNATURE	DATE
TYPE OR PRINT NAME	TITLE
AGENCY	