

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

Request for Proposals

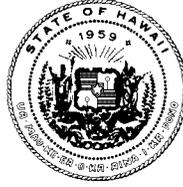
RFP No. HMS 301-42

Substance Abuse Assessment and Monitoring System

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.
DIRECTOR

HENRY OLIVA
DEPUTY DIRECTOR

**STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES**

810 Richards Street, Room 400
Honolulu, Hawaii 96813

March 11, 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 the Substance Abuse Assessment and Monitoring service. The Request for proposals (RFPs) to provide this program are being issued under the provisions of Chapter 103F of the Hawaii Revised Statutes and its administrative rules.

Attached is the RFP for the Substance Abuse Assessment and Monitoring System service. 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 Wednesday, March 17, 2010, from 9:00 a.m. to 10:00 a.m. HST. See section 1, part 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 Rex Shilo at (808) 587-3168 or at rshilo@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).

Attachments

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

Rex Shilo
Program Specialist
Phone: 587-3168
FAX: 586-5700

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.

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Section 1

Administrative Overview

Section 1

Administrative Overview

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

I. Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	<u>3/8/10</u>
Distribution of RFP	<u>3/8/10</u>
RFP orientation session	<u>3/17/10</u>
Closing date for submission of written questions for written responses	<u>3/22/10</u>
State purchasing agency's response to applicants' written questions	<u>3/29/10</u>
Discussions with applicant prior to proposal submittal deadline (optional)	<u>3/19/10- 3/29/10</u>
Proposal submittal deadline	<u>4/6/10</u>
Discussions with applicant after proposal submittal deadline (optional)	<u>4/6/10-4/9/10</u>
Final revised proposals (optional)	<u>4/9/10-4/16/10</u>
Proposal evaluation period	<u>4/19/10 – 5/12/10</u>
Provider selection	<u>5/12/10</u>
Notice of statement of findings and decision	<u>5/26/10 – 6/2/10</u>
Contract start date	<u>7/1/09</u>

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) 587-3168 Fax: (808)586-5700

VI. Orientation

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

Date: March 17, 2010 **Time:** 9:00.a.m. – 10:00 a.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 videoconference at the locations listed above. For our planning purposes, please contact Rex Shilo at (808) 587-3168 no later than the close of business on March 16, 2010 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 22, 2010 **Time:** 4:30 p.m. HST

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

Date: March 29, 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 Sections 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

- 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 paragraph II, 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

Section 2

Service Specifications

Introduction

A. Background

The Department of Human Services, DHS), Social Services Division, Child Welfare Services Branch (CWS) provides child welfare 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 service is being purchased in keeping with 45 C.F.R 1356.60(c)(2) for the purposes of:

1. Referral to services;
2. Preparation for and participation in judicial proceedings;
3. Development of the case plan;
4. Case reviews; and
5. Case management and supervision.

The DHS is seeking proposals to provide, throughout the State, substance abuse assessment as well as monitoring and testing to include ongoing random collection of samples, screening for illegal or prohibited substances and confirmation testing for clients of the Department's Child Welfare Services and the Differential Response System (DRS).

Clients may be court ordered to submit to random urinalysis and/or substance abuse assessments or as requested by the Department. The Applicant shall provide assessment, ongoing random collection of samples and testing for the presence of each drug identified in the respective panel, which will be selected by the Department or its authorized representative.

C. Description of the goals of the service

The goals of the Child Welfare Services are comprised of three broad outcome domains in the continuum of child welfare services: safety (which is the paramount concern), permanency, and child and family well being. Provision of a consolidated and enhanced **Substance Abuse Assessment and Monitoring System**, will assist the Department to ensure the safety of children, make informed permanency decisions and enhance monitoring of child and family well-being and service compliance.

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. Child safety must be the paramount concern when making service provision, placement, and permanency planning decisions.

2. Reasonable efforts to maintain and reunify families are important except when it is determined that the child's safety in the family cannot be assured 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 child welfare services and decision-making.
3. Children should be helped to stay with or return to their families, when safety can be assured, through the provision of timely, appropriate, quality, individualized service activities and supports that build on the strengths of children and families and are responsive to their needs
4. . If children cannot remain safely in their homes, foster care and other temporary placements should be considered as an extension of family life rather than as an alternative to it. The child's need for attachment should be addressed through strengthening the family as a resource for the child.
5. 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, resource, or adoptive parents' ability to protect and care for their children.
6. Service activities must be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
7. Service activities must be competent, culturally appropriate and responsive to the strengths, needs, values and preferences of the child and family, and delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties. Service activities 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.
8. Service activities must be individualized, addressing the unique capacities and needs of each child and family.
9. 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

Persons served will include:

1. Clients who are under the jurisdiction and supervision of the Family Court, who are not subject to the requirements of State of Hawaii, Department of Health, Administrative Rules, Title 11, Chapter 113.

2. Clients who are not under the jurisdiction and supervision of the Family Court, who are subject to the requirements of State of Hawaii, Department of Health, Administrative Rules, Title 11, Chapter 113.

See III.A.3 below.

E. Geographic coverage of service

It is anticipated that services will be purchased for the following geographic areas:

1. Kauai
2. Maui, including Molokai and Lanai
3. Oahu
4. East Hawaii
5. West Hawaii

See II.D below.

F. Probable funding amounts and period of availability

The term of the contract will begin on July 1, 2010 and end on June 30, 2011 with an option to extend the contract annually for a maximum of five (5) additional years subject to availability of funding as well as acceptable utilization and satisfactory performance.

Estimated funding amounts are as follows and are subject to availability of funds:

1. Kauai - \$28,110.
2. Maui, including Molokai and Lanai - \$42,200.
3. Oahu - \$214,500.
4. East Hawaii - \$59,000.
5. West Hawaii - \$25,400

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

1. The applicant shall have current and valid licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawaii Administrative Rules.
2. Initial and subsequent drug screening shall be provided for DHS, CWS and DRS. Testing methodology must be scientifically accepted and valid and in accordance with relevant State and Federal regulations.
3. Chain-of-custody procedures must be established by the applicant, including

4. All individuals conducting assessments shall be certified substance abuse counselors pursuant to 321-193 (10), Hawaii Revised Statutes (HRS) and preferably a Hawaii State licensed psychologist, psychiatrist, social worker or a person with a masters degree in behavioral health or science.
5. Collections shall be conducted by Applicant's personnel or by a Sub-Applicant approved by the DHS (and listed on this bid proposal).
6. Sample collection of urine specimens shall be the responsibility of the Applicant.
7. Sample collections shall be conducted on the same day the client is randomly selected at the Applicant's (or approved Sub-Applicant's) testing facility and by qualified staff. Detailed procedures for collection of samples must be established by the Applicant to ensure samples are not tampered with at time of collection. Procedures shall be submitted in writing and must comply with State of Hawaii, Department of Health, Administrative Rules, Title 11, Chapter 113, as well as all relevant Federal and State Statutes and Regulations regarding substance abuse testing and the confidentiality of such tests.
8. Applicant shall provide expert testimony on sample collection, screening and confirmation testing and procedures, if necessary.
9. Applicant shall charge any client medical plan or coverage. See III.B.6 below.
10. All substance abuse records shall be kept confidential pursuant to Code of Federal Regulations (42 CFR), Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records, and HRS 329B.
11. The applicant must provide substance abuse assessment and monitoring service activities when referred by the Department's staff or pursuant to a court order up to the funded capacity of the contract.
12. The applicant must provide reasonable accommodations to assure the applicant's capacity to deliver services to those clients with minimal English speaking abilities or physical limitations.
13. The applicant may be required to provide this service on weekends and evenings to accommodate families' work hours.
14. The applicant must assure and be responsible for the provision of service activities throughout the geographical area. Recruitment of staff from the specific geographic area is preferred.
15. The applicant must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies,

vacancies, or other situations that result in applicant resources that are less than proposed and contracted for. The applicant must not require nor depend on the Department's staff to provide service activities in the event that applicant resources are not available due to the above situations.

16. The applicant must evaluate its program by using credible and tested measurement tools for program effectiveness in achieving outcomes.
17. The applicant shall conduct state criminal history and CPS central registry checks and shall ensure that no employee has a record of criminal convictions or CPS involvement which would pose a risk to children or families.
18. Once a client is enrolled in a substance abuse treatment facility or program the applicant must coordinate random drug testing to ensure a minimum of - four tests a month if requested by CWS.
19. 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 1 Child and Family Services Review(CFSR) per year per qualified staff as requested and arranged by DHS. Qualifications of provider staff to participate in the CFSR shall be determined by DHS. Other quality assurance/improvement activities shall include data collection and other future requests related to current DHS initiatives, activities and programs. Providers shall be requested to provide records for review by DHS for these purposes.

B. Secondary purchaser participation

After the fact, secondary purchaser participation may be allowed pursuant to §3-143-608 of Hawaii Administrative Rules (HAR).

C. Multiple or alternate proposals

Allowed Unallowed

Where single proposals are submitted for multiple geographic areas, those proposals must provide sufficient information per Section 3 of this RFP for each geographic area to allow the selection committees to rate the proposals for those areas according to the criteria in Section 4 of this RFP.

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

Single Multiple Single & Multiple

Separate or multiple contracts may be awarded for assessment, testing, or for various geographic areas if the State determines that multiple contracts will be more advantageous in terms of cost effectiveness (outcomes and outputs per funding), the quality of applicants' proposals as determined by the rating of those proposals, and whether the Department desires a choice among providers.

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

Single term (< 2 yrs) Multi-term (> 2 yrs); specify:

Contract Terms:

Initial term of each contract: One (1) year anticipated to be 7/1/2010 through 6/30/2011. The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.

Length of each extension: One (1) year unless otherwise agreed by 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 the Option to Extend provision in the Special Conditions of the contract. See Exhibit "E," Special Conditions, in Section 5 of this RFP.

Conditions for extensions:

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

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.

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 applicant or applicants. Written questions will be

answered in writing if 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.

Rex Shilo

Phone: (808) 587-3168; FAX: (808) 586-4806; e-mail: rshillo@dhs.hawaii.gov

G. *Contract Modifications*

The contract will be modified if necessary to comply with any changes in Federal or State Statutes or Rules. In the event such changes are necessary the Department will notify the provider in writing of the need for the change and the proposed changes. The provider will have the opportunity to discuss the changes prior to their implementation.

During the term of the contract the parties may 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."

III. **Scope of Work**

A. **Service Activities (Minimum and/or mandatory tasks and responsibilities)**

1. Intake

Client is referred by DHS worker to applicant for assessment and ongoing monitoring recommendation. Once client is referred it is expected that the applicant will assume all responsibility for assessment and monitoring.

2. Assessment

Applicant conducts assessment of each referred client in accordance with established assessment protocols, using instruments whose validity has been tested, and are accepted as credible, such as the Addiction Severity Index (ASI) or other assessment tools. All individuals conducting assessments shall be certified substance abuse counselors pursuant to 321-193 (10), Hawaii Revised Statutes (HRS) and preferably a Hawaii State licensed psychologist, psychiatrist, social worker or a person with a masters degree in behavioral health or science, using accepted tools, and incorporating information provided by DHS. **Assessment is not to be totally based on client self-reporting but instead a combination of client reporting, information from DHS**

which could include court reports, psychological evaluation summaries, previous positive urine or blood tests, arrest records, and assessor observations.

Products expected from assessor:

- a. Provide a diagnosis or clinical impression based on the DSM IV.
- b. Type of drug
- c. Description of impairment.
- d. Description of how the client's substance abuse poses a risk to a child or children.
- e. Treatment recommendation, i.e. level of treatment required based on American Society of Addiction Medicine Patient Placement Criteria II or similar criteria.
- f. Monitoring recommendation, i.e. how best would the Department monitor and confirm the client's degree of substance abuse.

3. Monitoring

After the screening or an assessment is completed and reviewed by the applicant and discussed with the assigned CWS caseworker, the client is referred within the program for ongoing monitoring at not less than once a week unless amended by the DHS social worker or pursuant to court order.

There are two tracks, non-Court supervision and Court supervision. The monitoring is substantially the same. The only difference is that the non-Court jurisdiction clients will have all positive tests confirmed by lab testing and received and reviewed by a Medical Review Officer (MRO) in accordance with Department of Health, Hawaii Administrative Rules, Title 11, Chapter 113.

When the level of monitoring is determined, the applicant should access the client's medical coverage to cover the cost of the tests if possible. The plans should be approached by the Applicant to ensure that any testing ordered is consistent with the plan's formulary. If reimbursement by the plans is not possible the Department will pay for each test, on a fee for service basis, based on administrative costs and the cost of testing, including site rental, and equipment.

4. Testing

The preferred method of testing is a test cup that is clinically accepted as a reliable testing method using a split sample, (or a sample that is separated into two parts, with one tested at the program, and the other retained in case confirmatory testing is requested. The cup must include testing for the following substances:

- Amphetamines
- Methamphetamines
- Cocaine
- Marijuana
- Opiates

Alcohol testing separate from the test cup will also be required if requested by the

CWS/DRS worker.

The Applicant must make every effort to keep the cost per test cup at or below \$4.00.

Other methods of testing that are reliable and valid may be proposed in lieu of the above, particularly in hard to serve areas.

The process for random sampling should closely follow the outline below.

The Applicant will be responsible for obtaining the following:

- Telephone line or lines for clients to call.
- A valid random selection method.
- Sites for conducting random UA's that are client assessable
- Confirmatory testing, for non-court jurisdiction clients
- Confirmatory testing on a random basis for all other testing at a rate of 1 confirmatory test/35 cup tests.

The process should be similar to the following:

- a. Applicant establishes a phone line, or if necessary phone lines, for clients to call daily to find out if they are required to provide a sample for testing. Clients must be identified by a unique client number assigned by the Applicant for each client, or other means of identification that would maintain the confidentiality of each client.
- b. At the various test sites the Applicant will prepare the testing area to minimize or eliminate invalid results.
- c. Applicant will observe the samples being taken or perform adulteration testing prior to sample splitting (approximate cost 88 cents each) to ensure integrity of the sample.
- d. Clients will be court ordered to call the program contact line daily, and if their identifier is listed, to show up, with a valid identification to provide a sample as requested.
- e. No-shows will be reported to the Department within 24 hours. No client will be allowed to provide a sample on a non-request day without permission from the CWS social worker or an order of the court.
- f. Prior to the taking of the sample, clients must sign a declaration that states:
 - An admission that they would test positive for a specific substance(s) which they identify had the sample been taken.
 - The client must identify any prescription medication and over the counter drugs they are taking. If they are taking prescription medication they must bring the prescription with them.
 - If the client admits drug use, they will not be required to provide a sample unless requested by the CWS caseworker, or Court.
- g. If adulteration testing reveals the sample is contaminated, the applicant will report the test as dirty.
- h. After providing the sample, the client must sign another declaration attesting that the

sample they provided was theirs and it was not tampered with or diluted in any way.

- i. The Applicant then reads the results and provides the client and DHS with the results in writing.

The Applicant will provide individual client test results that are positive to the DHS social worker within 24 hours.

For clients who are not under the Courts jurisdiction or supervision, the collection process is the same, however the test cups will be read by the Applicant, who will then send the sample of any positive test results to a laboratory for confirmatory testing, after which they will be provided to a licensed MRO who will review the results and provide them to DHS.

The Applicant will submit a monthly summary of test results, with a quarterly report on the aggregate data that includes all samples, by section (geographic area) and state.

In the event a client disputes the results of the test, the client must inform the program at the time of the testing. The applicant must inform the client of the process by which confirmatory testing may be done, including available test sites and approximate costs. The program may conduct confirmatory testing at the client's request and at the client's expense only, which can then be provided to the DHS social worker and Court.

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. The applicant must provide documentation of staff qualifications and training to the Department.
- b. All individuals conducting assessments shall be certified substance abuse counselors pursuant to 321-193 (10), Hawaii Revised Statutes (HRS) and preferably a Hawaii State licensed psychologist, psychiatrist, social worker or a person with a masters degree in behavioral health or science.
- c. The applicant shall have current and valid licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawaii Administrative Rules.
- d. The applicant shall conduct state criminal history and CPS central registry checks and shall ensure that no employee has a record of criminal convictions, or CPS involvement, which would pose a risk to participants.

2. Administrative

- a. The applicant shall accept only families that have been referred by the DHS for services under the terms of the contract.
- b. The provider shall sign the Administrative Assurances found in Section 5 of this

RFP.

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

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 applicant effectiveness.

The applicant must maintain throughout the term of the contract a system of self-appraisal 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. Outcome and performance measurements

See attached Forms A, B, and C. Applicants must propose numbers and percentages for each blank item unless the item is shaded. These figures should be based on the requested funding, proposed staffing, and other factors deemed relevant by the applicant.

5. Reporting requirements for applicant and fiscal data

- a. Required Applicant Reports:

Quarterly and year-end reports shall be provided in a format specified by the Department in which the applicant summarizes major activities undertaken during the report period as well as accomplishments, problems encountered, recommendations, and proposed future activities. Data to be reported usually includes but may not be limited to the items on the attached Forms A, B, and C.

If applicable as determined by the Department, monthly client-specific data shall be reported in a format specified by the Department.

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 any or all 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:

- 1) Applicants will submit fiscal information in the format provided by the Department.
- 2) 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.

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

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

6. Pricing or pricing methodology to be used

	<u>Cost reimbursement</u> 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.
X	<u>Fixed rate</u> 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.

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

Provided that there are no waiting lists for assessments and testing, revenues generated by third party payments will be considered a bonus for the provider. Otherwise, program revenues must be used to enhance and even increase the capacity of the program in order to decrease waiting lists for services

The pricing methodology may be revised by mutual agreement throughout the term of the contract.

Additional funding may become available of the life of the contract, and the sources of funding may change. Funding for any given year, for any geographic area, or for the contract as a whole may increase up to 300% of the original amount. Increases are subject to availability of funds, program utilization, and satisfactory performance as determined by the STATE.

7. Units of service and unit rate

1. Service units are defined as:

- a. The provision of one completed substance abuse assessment reported to DHS in a format that is acceptable to the Department.
- b. The scheduling, collection, reading and reporting to CWS of one substance abuse sample (i.e., the drugs and alcohol specified in III.A.4) as part of the monitoring and testing activities.

2. Unit Rates:

- a. State shall pay the provider \$145.00 per assessment reported to the Department.
- b. State shall pay the provider \$25.00 per sample tested and reported to the Department. Applicants may propose a different rate for test samples together with a justification. At its option the State may accept or reject the proposed alternative rates.
- c. State will pay the provider a bonus of \$3.00 for each positive and negative test result reported to the CWS caseworker within 24 hours of testing. State will also pay the provider a bonus of \$3.00 for each no-show reported to the

CWS caseworker within 24 hours of the testing date that was missed by the client.

- d. State will pay the provider \$40.00 for each scheduled assessment appointment that a client failed to show up (no-show).
- e. These rates may be renegotiated over the life of the contract. See also I.F above.
- f. At its option the Department may decrease funding for any contract where the units delivered are below the capacity of the program per the funding at that particular time.

C. Facilities

The PROVIDER'S facilities must be adequate to accomplish the service activities as stated in the RFP and contract and be in accordance with all applicable federal, state and local laws be changed by mutual agreement of the PROVIDER and the STATE.

FORM A - PEOPLE TO BE SERVED

ORGANIZATION: _____

SERVICE: _____ SUBSTANCE ABUSE ASSESSMENT AND MONITORING SYSTEM

PEOPLE TO BE SERVED	BUDGET PERIOD	
	FY 2011	FY 2012
EAST HAWAII:		
1. # of clients <u>referred</u> for substance abuse <u>assessments</u> in each geographical location.		
2. # of clients <u>accepted</u> for substance abuse <u>assessments</u> in each geographical location.		
3. # of clients <u>referred</u> for substance abuse <u>testing</u> in each geographical location.		
4. # of clients <u>accepted</u> for substance abuse <u>testing</u> in each geographical location.		
WEST HAWAII:		
1. # of clients <u>referred</u> for substance abuse <u>assessments</u> in each geographical location.		
2. # of clients <u>accepted</u> for substance abuse <u>assessments</u> in each geographical location.		
3. # of clients <u>referred</u> for substance abuse <u>testing</u> in each geographical location.		
4. # of clients <u>accepted</u> for substance abuse <u>testing</u> in each geographical location.		
KAUAI:		
1. # of clients <u>referred</u> for substance abuse <u>assessments</u> in each geographical location.		
2. # of clients <u>accepted</u> for substance abuse <u>assessments</u> in each geographical location.		
3. # of clients <u>referred</u> for substance abuse <u>testing</u> in each geographical location.		
4. # of clients <u>accepted</u> for substance abuse <u>testing</u> in each geographical location.		
MAUI, MOLOKAI, & LANAI:		

FORM A - PEOPLE TO BE SERVED

PEOPLE TO BE SERVED	BUDGET PERIOD	
	FY 2011	FY 2012
1. # of clients <u>referred</u> for substance abuse <u>assessments</u> in each geographical location.		
2. # of clients <u>accepted</u> for substance abuse <u>assessments</u> in each geographical location.		
3. # of clients <u>referred</u> for substance abuse <u>testing</u> in each geographical location.		
4. # of clients <u>accepted</u> for substance abuse <u>testing</u> in each geographical location.		
OAHU:		
1. # of clients <u>referred</u> for substance abuse <u>assessments</u> in each geographical location.		
2. # of clients <u>accepted</u> for substance abuse <u>assessments</u> in each geographical location.		
3. # of clients <u>referred</u> for substance abuse <u>testing</u> in each geographical location.		
4. # of clients <u>accepted</u> for substance abuse <u>testing</u> in each geographical location.		

FORM B –SERVICE ACTIVITIES

Complete Form B for each geographic area proposed to be served. See I.E above.

ORGANIZATION: _____

SERVICE: _____ SUBSTANCE ABUSE ASSESSMENT AND MONITORING SYSTEM _____

GEOGRAPHIC AREA: _____

SERVICE ACTIVITIES	BUDGET PERIOD	
	FY 2011	FY 2012
1. # of Assessments completed - in each geographical location.		
2. # of Samples collected and interpreted for clients under court jurisdiction - in each geographical location.		
3. # of Samples collected and interpreted for clients not under court jurisdiction - in each geographical location.		
4. # of confirmatory tests performed.		
5. # of tests positive for <u>Amphetamines</u> .		
6. # of tests positive for <u>Methamphetamines</u> .		
7. # of tests positive for <u>Cocaine</u> .		
8. # of tests positive for <u>Marijuana</u> .		
9. # of tests positive for <u>Opiates</u> .		
10. # of tests positive of <u>Alcohol</u> .		

FORM C –OUTCOMES

ORGANIZATION: _____

SERVICE: _____ SUBSTANCE ABUSE ASSESSMENT AND MONITORING SYSTEM _____

ALL GEOGRAPHIC AREAS PROPOSED TO BE SERVED: _____

OUTCOMES	BUDGET PERIOD	
	FY 2011	FY 2012
1. % of successfully completed substance abuse assessments for clients accepted for testing.		
2. % of clients who are accepted for testing and who show up for testing.		
3. % of clients who successfully complete substance abuse testing.		
4. % of clients who admit to using drugs prior to testing.		
5. % of tests for which eligibility is established and reimbursement is obtained from the client's medical coverage.		
6. % of positive, negative, and no-show test results provided to the CWS caseworker within 24 hours.		
7. % of clients whose test results are negative for illegal drugs.		
8. % of clients whose test results are positive for illegal drugs for a single sample for the month reported.		
9. % of clients whose test results are positive for illegal drugs for more than a single sample for the month reported.		
10. % of confirmatory tests that are consistent with initial results.		

WORK PLAN FORMAT

INSTRUCTIONS

The Work Plan format is a comprehensive guide to services provided in this program. It should describe not only what services will be offered but how those services will be provided.

In the following table complete columns B, C, and D where blank. Column B should detail how the requirements in column A will be met. If specific tasks have already been indicated in column B, provide additional information to fully describe how these tasks will be accomplished. The title or position of responsible staff in column C must be consistent with the position titles used elsewhere in the proposal such as in the program organizational chart and the section on staff qualifications. **For direct services staff specified in column C, indicate backup staff to cover for the primary staff person responsible.** Column D pertains to the time line or schedule for completing specific service activities or tasks. It does not pertain to when policies and procedures will be developed or implemented.

As applicable, service activities must be provided in a manner that is consistent with the following principles of family-centered practice:

- Service activities must be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
- Service activities must be culturally competent and appropriate and responsive to the strengths, needs, values and preferences of the child and family. They must be delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties.
- 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.
- Service activities must be individualized, addressing the unique capacities and needs of each child and family.
- Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

Refer to parts II and III of Section 2, Service Specifications, of the RFP for further information and guidance on specific service activities and tasks.

NOTE: A narrative format may be used instead of the table format below as long as specific tasks, responsible staff, and time line or schedule are addressed for each service activity and program requirement in column A.

Upon request, the table format below will be e-mailed to applicants. Contact the RFP contact person specified in Section 2, part II.F of the RFP.

WORK PLAN FORMAT

Service: Substance Abuse Assessment and Monitoring System

RFP #: HMS 301-42

Agency: _____

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
<p>1. Contract specific policies and procedures for <u>admission</u> and <u>discharge</u> including:</p> <ul style="list-style-type: none"> • Referral; • Intake, & service initiation • Waiting lists or turn-away policies; • Discharge criteria & process. 			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
<p>2. <u>Grievance</u> procedures & <u>dispute resolution</u> for both clients & DHS staff when disagreements arise about actions or decisions of the provider.</p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
3. <u>Evaluate client progress with credible and tested measurement tools.</u>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
4. <u>Assessment of risk, needs, strengths, and competencies on all families referred.</u>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>5. <u>Information and Referral</u> to connect children and families to existing resources and services.</p>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>6. <u>Development of an individualized program plan. (IPP)</u></p>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>7. <u>Case Management.</u></p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
<p>8. <u>Array of Services to prevent child abuse and neglect and divert families from CPS system:</u></p> <ul style="list-style-type: none"> a. Crisis intervention b. Informal counseling c. Advocacy d. Education about early childhood development e. Socialization activities: f. Parenting groups g. Parent-child interaction activities 			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>9. <u>Follow-up contact with families after case closure.</u></p>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>10. <u>Referral to CWS</u></p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
11. <u>Dissemination of information regarding the neighborhood place program</u> and other resources to strengthen families by means of workshops, trainings, and participation in community activities.			

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*

a. Program Overview

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

b. 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 points)

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.
 - d) 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. Applicant shall submit a 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.
2. Applicant shall complete and submit all the required forms as noted in the Proposal Application Checklist located in Section 5 of this RFP. All forms, instructions and samples are located on the SPO website (see Section 1, paragraph II Websites referred to in this RFP).

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

Applicant shall be advised for budgeting purposes that 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.

VI. Other

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

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

I. Introduction

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

II. Evaluation Process

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or 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

Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	15 points
Service Delivery	55 points
Financial	10 Points

100 Points

TOTAL POSSIBLE POINTS

100 Points

III. Evaluation Criteria

A. 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)

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

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity to orient evaluators as to the service(s) being offered. The applicant 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.
- 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.
- Consistency of Titles: The applicant's position titles in the Program Specific and Organization-Wide charts match titles in position descriptions.

4 points

3 points

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.
- 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:

3 points

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 | <u>5 points</u> |
| • Assessment and Service Planning with Family | <u>10 points</u> |
| • Direct Service Provision | <u>25 points</u> |
| • Coordination with DHS | <u>10 points</u> |
| • Quality Assurance, Grievance, & Dispute Resolution | <u>5 points</u> |

4. Financial (10 Points)

A. Pricing Structure:

1. Applicant shall submit a 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.

2. Applicant shall complete and submit all the required forms as noted in the Proposal Application Checklist located in Section 5 of this RFP. All forms, instructions and samples are located on the SPO website (see Section 1, paragraph II Websites referred to in this RFP).

8 points

B. Accounting System

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the applicant shall submit the most recent Financial Audit including any management letters that accompanied that audit.

2 points

C. Phase 3 - Recommendation for Award

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

Section 5

Attachments

- A. Proposal Application Checklist
- B. Sample Proposal Application Table of Contents
- C. 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 (Forms To Be Included With Contract)
- 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 are 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				
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**

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 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 *Health and Human Services Chapter 103FHRS Procurements*. Then in the blue box entitled *Quicklinks* on the right, click on *Forms and Instructions for Private Providers*.

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)

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 *Health and Human Services Chapter 103F, HRS Procurements*. Then in the *Quicklinks* box click on *Forms and Instructions...* 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: _____

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-
-
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, 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