

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

Registration Form For Online Solicitations

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

Number:	RFP F16-047
Title:	Alternative School For Leeward School District
Deadline:	2:00 p.m. Hawaii Standard Time, February 26, 2016
Contact Person:	Rex Shilo
Contact's e-mail Address:	Rex_Shilo@notes.k12.hi.us

Offeror Information

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

State of Hawaii
Department of Education
Leeward District

Request for Proposals

RFP No. F16-047

Alternative School For Leeward School District

December 23, 2015

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

December 23, 2015

REQUEST FOR PROPOSALS

Alternative School For Leeward School District RFP F16-047

The Leeward District (LD) of the Hawaii Department of Education (HIDOE) is requesting proposals from qualified applicants to provide alternative education services for eligible LD students. The contract term will be from July 1, 2016, through June 30, 2017.

Proposals shall be mailed, postmarked by the United States Postal Service on or before February 26, 2016, and received no later than ten (10) days from the submittal deadline. Hand delivered proposals shall be received no later than 2:00 p.m., Hawaii Standard Time (HST), on February 26, 2016, at the drop-off site designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The LD will conduct an orientation on January 12, 2016 from 2:30 p.m. to 3:30 p.m. HST, at the Hawaii Department of Education, Leeward District Office, 601 Kamokila Blvd., Room #588, Kapolei, Hawaii 96707. All prospective applicants are encouraged to attend the orientation.

The deadline for submission of written questions is 2:00 p.m., HST, on January 20, 2016. Written questions shall be submitted via mail to the Hawaii Department of Education, Leeward District Office, 601 Kamokila Blvd., Room #588, Kapolei, Hawaii 96707 or via fax at (808) 692-7899. All written questions will receive a written response from the HIDOE on or about January 27, 2016.

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

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

**NUMBER OF COPIES TO BE SUBMITTED:
ONE (1) ORIGINAL
AND
FIVE (5) COPIES**

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **February 26, 2016** and received by the state purchasing agency no later than **ten (10) days from the submittal deadline.**

All Mail-ins

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

RFP COORDINATOR

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

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **2:00 P.M. HST, February 26, 2016.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 2:00 p.m. **February 26, 2016.**

Drop-off Site

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

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Section 1

Administrative Overview

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.

1.1 Procurement Timetable

Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. 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)	December 23, 2015
Distribution of RFP	December 23, 2015
RFP orientation session	January 12, 2016
Closing date for submission of written questions for written responses	January 20, 2016
State purchasing agency's response to applicants' written questions	January 27, 2016
Discussions with applicant prior to proposal submittal deadline (optional)	
Proposal submittal deadline	February 26, 2016
Discussions with applicant after proposal submittal deadline (optional)	
Final revised proposals (optional)	
Proposal evaluation period	February 29, 2016- March 15, 2016
Provider selection	March 15, 2016
Notice of statement of findings and decision	March 22, 2016
Contract start date	July 1, 2016

1.2 Website Reference

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

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

1.3 Authority

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

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

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

1.5 Contracting Office

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

Hawaii Department of Education
 Leeward District Office
 601 Kamokila Boulevard, Room #588
 Kapolei, HI 96707
 Telephone: (808) 692-8000 Fax (808) 692-7899

1.6 RFP Point-of-Contact

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

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

1.7 Orientation

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

Date: January 12, 2016 **Time:** 2:30 p.m. – 3:30 p.m.
Location: Hawaii Department of Education, Leeward District Office
601 Kamokila Blvd., Room #588, Honolulu, HI 96707

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

1.8 Submission of Questions

Applicants may submit questions to the RFP point-of-contact identified in Section 1.6. Written questions should be received by the date and time specified in Section 1.1 Procurement Timetable. Written questions shall be submitted via mail to the Hawaii Department of Education, Leeward District Office, 601 Kamokila Blvd., Room #588, Kapolei, Hawaii 96707 or via fax at (808) 692-7899. The purchasing agency will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

Date: January 20, 2016 **Time:** 2:00 p.m. HST

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

Date: January 27, 2015

1.9 Submission of Proposals

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

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

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

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

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

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

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

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

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

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

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

1.10 Discussions with Applicants

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

1.11 Opening of Proposals

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

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

1.12 Additional Materials and Documentation

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

1.13 RFP Amendments

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

1.14 Final Revised Proposals

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

1.15 Cancellation of Request for Proposal

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

1.16 Costs for Proposal Preparation

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

1.17 Provider Participation in Planning

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

are required

are not required

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

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

1.18 Rejection of Proposals

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

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

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

1.19 Notice of Award

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

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

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

1.20 Protests

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

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

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

Head of State Purchasing Agency	Procurement Officer
Name: Lois Mow	Name: Heidi Armstrong
Title: Director	Title: Complex Area Superintendent
Mailing Address: 94-275 Mokuola Street, Room 200, Waipahu, HI 96797	Mailing Address: 601 Kamokila Boulevard, Room #588 Kapolei, HI 96707
Business Address: Same as above	Business Address: Same as above

1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are attached but may be viewed on the SPO website http://spo.hawaii.gov/content_block/small/103d-general-conditions/. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary. Refer to **Attachment 1, Contract Minimum and Special Conditions**.

1.23 Cost Principles

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

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview, purpose or need

The HIDOE administers the statewide system of public schools. The scope of educational programs and services of the public schools encompasses grades kindergarten through twelve, and such pre-school programs and community/adult education curricula as may be authorized. In addition to regular programs of instruction and support services, the HIDOE offers special programs and services for students who are disabled, gifted, learning English as a second language, economically and culturally disadvantaged, school-alienated, or institutionally confined. Applicable Federal and State statutes and regulations govern the provision of some behavioral health services (i.e., 34 C.F.R. Section 300 and Hawaii Administrative Rules (HAR) Chapters 61 and 60).

In accordance with the Individuals with Disabilities Education Act (IDEA) and Section 504 – Subpart D of the Rehabilitation Act of 1973 (as amended in 1974), the Department strives to provide a free appropriate public education (FAPE) for students with educational disabilities in the least restrictive environment (LRE). The HIDOE recognizes the need for a full array of continuum of alternate placements along the least restrictive environment continuum.

The purpose of this request for proposals (RFP) is to solicit private providers of Alternative Learning Center (ALC) programs, able to assist students in meeting the requirements of the Common Core State Standards, the high school graduation requirements, the General Learner Outcomes (GLOs) and College and Career Readiness. Interested providers need to develop appropriate academic proficiencies, social behaviors and emotional competencies of the referred students through alternative educational and behavioral health services, with the intent of assisting students to return to their regular school campus.

The HIDOE anticipates the need to develop contracts to augment services provided by HIDOE employees in the provision of a variety of intervention and treatment services that reflect the Comprehensive Student Support Services (CSSS) educational model.

The CSSS educational model is a strengths-based, multidisciplinary team decision-making model focusing on learning and personal development. It is based upon the understanding that an individual's capacity to meet expectations is the result of unique inherent characteristics and previous learning opportunities. It promotes the early identification of new learning opportunities to further increase the social, emotional and behavioral repertoire of students.

The HIDEOE, upon evaluating all responsive and responsible Proposals, will select and award the contract determined to be the most advantageous. Refer to Section 4 – Evaluation for a detailed explanation of the evaluation criteria.

B. Planning activities conducted in preparation for this RFP

In preparation for the drafting of this RFP, the HIDEOE reviewed the workload of HIDEOE's staff, the Department's experience with relevant services, and information and suggestions received during the course of the previous contract cycle. In addition, a Request for Information (RFI) was issued on October 23, 2015 and posted on State of Hawaii Procurement Office website. The comments received from respondents were reviewed to help assist in improving service specifications to better achieve program goals

C. Description of the service goals

As part of an integrated programmatic approach, these services are designed to provide the personalized support necessary to enable students to successfully engage in a standards-based education. The primary goal is to remove barriers to learning through the provision of academic and behavioral health services to students, emphasizing the development of skills necessary to meet the social, emotional and behavioral demands of academic learning and the school community environment.

Intervention and treatment services provided are to be integrated with HIDEOE employee-provided or contracted services in order to ensure timely and appropriate access to a full array of educational and behavioral services that are organized in a coordinated and collaborative manner in an accountable, cost effective, performance-based system for providing services to assist all students to achieve.

Program Objectives and Description:

- 1) To enable the students to meet the requirements of the Common Core State Standards, General Learner Outcomes, the high school graduation requirements, and College and Career Readiness.
- 2) To develop appropriate social behaviors and emotional competencies of the referred students.
- 3) To enable students to return to their regular school program prepared to integrate successfully in their home school setting

D. Description of the target population to be served

The placement of a student in the program is determined by any one of the three LD Complex Area Superintendents (CAS).

The number of identified students requiring services will vary, but number on average sixty (60) per day referred from LD schools.

Students who are eligible for the services described in this RFP meet one or more of the following criteria:

1. The student's behavior violates established rules of the HIDEOE, State or local

criminal laws as described in HAR sections 8-19-1 through 8-19-26, of Chapter 19, Student Misconduct, Discipline School Searches and Seizures, Reporting Offenses, police Interviews and Arrests, and Restitution for Vandalism and Negligence;

2. Students may have a behavioral, Individual Education Plan (IEP), or Modification Plan (MP).

E. Geographic coverage of service

The services are to be provided for eligible students enrolled in one of the following LD Secondary Schools:

Complex	School Name
Campbell	Ewa Makai Middle
	Ilima Intermediate
	James Campbell High
Kapolei	Kapolei Middle
	Kapolei High
Nanakuli	Nanakuli High and Intermediate
Pearl City	Highlands Intermediate
	Pearl City High
Waianae	Waianae Intermediate
	Waianae High
Waipahu	Waipahu Intermediate
	Waipahu High

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

It is expected that State funds of between \$171,000 and \$341,000 will be used to support these services, subject to availability. It is expected that the current level of funding in the amount of approximately \$341,000.00 will be allocated for this contract period but is not guaranteed. A final decision on funding is not expected until approximately April 2016 at which time we may re-evaluate contract services.

2.2 Contract Monitoring and Evaluation

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

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

2.3 General Requirements

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

1. The applicant shall comply with chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (effective 10/1/98), which can be found on the SPO website at: <http://www.spo.hawaii.gov>.
Click on *For Vendors*
Click on *Vendor Guide*
Click on *Methods of Procurement*
Click on *Health & Human Services*
Click on *Competitive Purchase of Services Procurement Method*
Click on Cost Principles (Rev. 9/2011)
2. Applicant must hold an appropriate certification or license to practice independently, for those activities restricted by licensure laws, or ensure and demonstrate the availability of appropriate supervision.

B. Secondary purchaser participation

(Refer to HAR §3-143-608)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases:

The secondary purchaser will execute a separate contract.

C. Multiple or alternate proposals

(Refer to HAR §3-143-605)

Allowed Unallowed

D. Single or multiple contracts to be awarded

(Refer to HAR §3-143-206)

Single Multiple Single & Multiple

Criteria for multiple awards: Not applicable.

The contract shall be awarded to the Proposal earning the highest score, providing that the Proposal earns at least seventy (70) points. If a Proposal does not score at least seventy (70) points, the Proposal will be considered non-responsive and will not be considered for award.

E. Single or multi-term contracts to be awarded

(Refer to HAR §3-149-302)

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

Contract terms:

Initial Term of Contract	Twelve (12) months
Length of Each Extension	One (1) year
Number of Possible Extensions	Two (2) extensions
Maximum Length of Contract	Three (3) Years
Initial Period	The initial contract period shall commence on the contract start date.
Conditions for Extension	Contract may be extended provided that the agreement to extend is in writing, is contingent upon potential changes to the HIDOE's approach to service delivery, availability of funding, and mutual agreement.

2.4 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

Applicant is the entity or agency that submits a Proposal under this RFP. The Contractor is the Applicant submitting the most advantageous Proposal that will ultimately enter into an Agreement with the HIDOE under this RFP. Services required by the Department and the Contractor that provides services may be referred to as the Program. Hereinafter, Applicant, Contractor and Program are used interchangeably, but refer to the Provider of the proposed or actual services.

Contractor is required to implement curriculum provided by the home school to enable students for an average of sixty (60) identified Leeward Oahu students a day for the period of the Contract, following the official HIDOE Single School Calendar. Multi-track students placed at the site will follow the HIDOE Single School Calendar. The identified students may be regular, Section 504, or certified special education students.

Contractor shall provide a structured educational learning environment with integrated educational and behavioral health services for students experiencing serious emotional/behavioral disturbances that interfere with their ability to function in a structured school classroom and places them at risk for more restrictive placements.

The Contractor will follow coursework provided by students home school, in addition to providing social-emotional supports to students, but in all cases, must coordinate services (including counseling) as needed.

Contractor will grade coursework and return to home school for further action.

WORK ACTIVITIES

1. Referral and Intervention/Transition Planning

- a. Program staff will contact school point of contact for consultation and information sharing. Upon acceptance to the program, home school will provide student course schedule. Contractor or home school can convene an initial transition meeting if necessary. Every two weeks an agreed upon checklist will be shared with home school point of contact. Checklist to include student's attendance, behavior, academic progress. At any time a meeting can be called by either contractor or home school to address specific concerns.
- b. Programs will accept students identified by any one of the three CASs using the criteria described in section "D. Description of the Target population to be served." Referral of these students shall be at the sole discretion of the CASs, or their designated representatives. The Contractor shall not reject any student referral.
- c. For students, placement in the Program should be temporary, term-limited intervention, with the goal of returning the general education learning environment on a regular school campus. Any placement decisions should be supported by a plan to transition (initiated by contractor) the student back to a general education setting as soon as appropriate. Evidence based interventions will be the primary mode of service delivery used to address student specific need.
- d. Once notified, intake and placement will occur within ten (10) calendar days. Program staff will collaborate with HIDEOE to develop an appropriate transition plan for entry/exit into the program within ten (10) calendar days of the date placement determination is made. At the same time, base line data will be reviewed and exit criteria determining student transition back to a less restrictive environment will be quantified.
- e. All referral materials, including functional behavior assessment and IEP/MP/behavior support plans will be reviewed with all staff expected to be involved in instruction or service provision.

2. Exit Transitions

- a. Transitions will occur in accordance with the following steps:
 1. Program staff and HIDEOE personnel, and home school representative collaboratively develop a transition plan to support the student's successful return to the home school campus within ten (10) calendar days prior to the transition date and/or, if appropriate, in accordance with the student's IEP/MP; transition coordination with home school will be initiated by contractor no later than two weeks prior to student's proposed exit from program;
 2. There will be no exit without an IEP/MP change of placement decision for students in special education/with Section 504 modification plans;
 3. The program will provide all educational information to the home school upon student's return so that all credits can be issued.

3. Program Calendar

- a. The program calendar will follow the Department of Education (HIDOE) single school calendar, for the term of this contract. For a listing of the current school calendars refer to the following webpage:
<http://doe.k12.hi.us> Refer to the list of schools in E. Geographic Coverage of Service for school names.
- b. Program will follow the HIDOE Single Track School Calendar.

4. Program Schedule

Students schedules shall be flexible, to include full day, extended day classes and tutoring services. The Program will be open Monday through Friday, with extended learning hours for tutoring during the school year according to the student's home school calendar and excluding observed HIDOE, State and Federal holidays.

5. Curriculum/Educational Plan

- a. The plan must include daily/weekly academic work and action plans for Counseling Services and Transitions. Contractor shall implement the curriculum provided by Home schools which may include additional online curriculum (provided by school access eg plato) and should be used as necessary to meet home school program requirements.

6. Academic Instruction

- a. Provide Standards-based instruction which meet the student's academic needs in Core content areas of English Language Arts, Mathematics, Science and Social Studies; and other courses as appropriate, required for high school graduation/completion. Instruction must also provide standards-based educational services as directed by the individual education plan (IEP) for all certified special education students and/or an MP for students with Section 504 modifications.

7. Student Discipline

- a. Program shall consider student discipline procedures in accordance with Chapter 19 and/or Chapter 60 guidelines. Exiting a student early due to disciplinary measures requires mutual agreement between provider and the Home School with approval from CAS. A written or email report of any infractions or occurrences shall be provided to the designated administrator of the student's home school within one (1) business days of the incident using the Incident Report form attached in Section 5 of this RFP. If the Applicant would like to utilize an incident report form other than the HIDOE Incident report form, the Applicant shall submit a sample form with the Proposal, and request the form be considered for substitution. Approval of Applicant's form as a substitute for the HIDOE Incident form will be at the discretion of the CAS. If the form is accepted, the Applicant will be notified at time of contract award.
- b. The following forms of discipline are prohibited: degrading punishment, corporal or other physical punishment, forced physical exercise solely for the purpose of eliminating behavior rather than for instructive or athletic

value, punitive work assignments, group punishment for individual behavior, medication for the purpose of punishment, extended isolation of the student, deprivation of student rights or needs, painful aversive stimuli, use of seclusion or mechanical restraints, use of any locked facilities or the administration of noxious substances.

8. Positive Behavioral Support

Establish a classroom climate of “positive behavioral support” so that students achieve clearly delineated behavioral goals and objectives.

9. Program Assessments and Monitoring Student Progress

- a. Educational services shall be consistent with the Common Core relevant to the designated ACCN credit course. Documentation of the number of hours of instruction by course shall be available to the appropriate HIDOE school upon transition planning to assist in granting of academic credit to and the proper placement of the student.
- b. Program staff will collect daily data. Licensed/certified program staff will provide written progress reports to the designated home school personnel and/or student’s IEP/MP care coordinator.
- c. The program staff will maintain and keep a record of bi-weekly communication with the school and/or district staff regarding the status of each student.
- d. The program staff will schedule and complete quarterly meetings. (minimum) to review student status. Program staff will be responsible to invite HIDOE personnel such as the student’s IEP care coordinator, SPED and regular education teachers, school administrator, other involved staff, and student’s parent as appropriate to each meeting. Cost accrued for these meetings are included as part of the program.
- e. Program staff will participate in a progress report meeting that may include parents and school representatives. Report of this meeting will be sent to the home school. The review will address at least the following: success of interventions, anticipated interventions, additional services, interface with non-program provided interventions, long term view transition planning and other areas as appropriate.
- f. Functional Behavioral Assessment/Behavioral Support Plan will be reviewed at least quarterly.

10. HIDOE Assessments

Required HIDOE assessments, including but not limited to the Hawaii State Assessment (HSA), College entrance examinations, the National Assessment of Education Progress, (NAEP), and others, will be administered and completed by HIDOE personnel. The Program shall provide the appropriate accommodations at the Program facilities and in student and Program Staff schedules to allow the assessments to be completed in a timely manner: State-wide assessments within the testing window time frame, namely the Stanford Diagnostic Reading Test (SDRT), for each student in a benchmark year and standardized annual reading comprehension assessments at least 90 days prior to each student’s annual IEP/MP due date.

11. Medication and Medical Emergencies

- a. The Program must be prepared to provide medication management as required by specific students by assisting students taking medications and establishes controls governing proper assistance and storage which include all of the following:
 1. locked storage or medication with supervision and access by only those staff trained and authorized;
 2. proper labeling, with name of student, dosage, name of medication, and name of prescribing physician;
 3. destruction of out-of-date medication and;
 4. proper disposal of unused medication, syringes, and medical waste.
- b. The Program must be prepared to deal effectively with injuries, accidents, and illnesses and other medical and behavioral crises. The Program must include:
 1. Procedures for handling such situations that have been developed in consultation with a health professional to protect the served students;
 2. Personnel involved in direct care who are trained in basic first aid and retrained every three years;
 3. Personnel who receive training in the identification of abuse and neglect and in mandated reporting requirements;
 4. Prompt reporting of any serious accident, emergency, or dangerous situation in writing to appropriate authorities;
 5. School staff will follow all mandated reporting of instances of suspected abuse;
 6. A minimum of one staff member trained and currently certified in cardio-pulmonary resuscitation available at any time students are present;
 7. Telephone, first aid supplies and manuals that are readily available;
 8. Individual case records which contain the names of family physician, clinic or hospital used in emergencies, and written authorization from the parent/legal guardian for emergency care;
 9. Individual student records, including crisis management plans, that are reviewed with all staff that interacts with applicable students and;
 10. Emergency procedures which provide that either a licensed physician is available on-call during its hours of operation or has formal arrangements for emergency services with a nearby primary health care facility.

12. Other Program Requirements

- a. At the request of the HIDEOE, the Program may also be required to:
 1. Provide any and all IDEA related services to students as required in the student's IEP, including but not limited to counseling. In the event of a missed session of any IDEA required related service, the appropriate home school principal or designee will be notified;
 2. Provide Interpreter services, if needed for students and their families to ensure appropriate family involvement. The Program is responsible for locating and providing interpreters for families whose limited English

- proficiency or mode of communication would inhibit their ability to meaningfully participate in the student's education;
3. Participate in internal reviews or service testing or District and/or Complex Quality Assurance meetings;
 4. Participate in IEP/MP or student specific team meetings.
 5. Follow due process requirements;
 6. Provide information to HIDOE personnel or IEP/MP teams on program services quarterly or as needed for IEP re-evaluation;
 7. Provide all instructional materials and equipment, such as desks, computers and classroom supplies needed to implement the student's Academic coursework/IEP/MP and;
 8. Conduct Emergency drills, including, but not limited to fire, lock downs, evacuations, hazardous materials, with proper safety maps and procedures.

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

1. Personnel

HIDOE Staff

At the sole discretion of the CASs, one (1) full time teacher may be assigned to assist with provision of student instruction at the Program Facility. Additional HIDOE teachers and/or part-time teachers may be assigned to the Contractor's facility as needed to provide instructional support for referred students. Any HIDOE staff assigned to the Program site shall remain under the direction of the CAS.

Program Educational Staff

Other than the aforementioned HIDOE Staff, the Program shall hire and supervise its own educational staff, including teachers, and assumes the responsibility for the quality of work provided by the Program's employees, subcontracted service providers and volunteers.

Adequate staff to student ratio shall be provided at all times to ensure safety for all activities, and takes into consideration student characteristics. This shall be the complete and total responsibility of the Contractor. Staff shall be available to ensure student safety should the student arrive to the Program site before Program hours or depart after hours.

Program staff shall be qualified multidisciplinary individuals who are available to address all educational, vocational, behavioral and emotional needs of the students as follows:

- a. Teachers licensed in Regular Education and/or Special Education.
- b. Personnel licensed to provide related services in areas to include, but not limited to Speech language Pathology services, Occupational Therapists, Physical Therapists, and others.
- c. Paraprofessional staff who meet any of the following NCLB requirements:
 1. Option 1 - 48 credits
 - Credits must be 100 level or higher in any subject area.

- If earned after June 30, 2003, credits must include 3 credits in Math and 3 credits in English.
 - Must be earned from a regionally accredited institution.
 - Agencies must have all transcripts on file.
2. Option 2 - Associate's Degree
 - Degree must be earned with 100 level or higher courses.
 - For employees who earned a degree prior to January 8, 2002, the degree may include less than 100 level courses.
 - Must be earned from a regionally accredited institution.
 - Agencies must have all transcripts on file.
 3. Option 3 – HIDOE compliance
 - Has met NCLB requirements under HIDOE guidelines and training.

Staff Development and Training

Contractor shall ensure that staff is properly trained to provide services that are consistent with a standards-based educational model and with evidence-based interventions for the populations addressed in the proposal.

Credentialing

Contractor shall maintain records providing proof that staff is fully and currently qualified. Documentation of qualifications must include: licensure, certification, experience, and/or training; TB check; criminal background check, including state and federal (FBI) criminal history records search; fingerprinting; as required by this Contract, as well as by applicable laws, rules, regulations, and codes. The Contractor must maintain personnel files that include documentation of the training, licensure, supervision, appropriate credentialing or certification, and ongoing performance of all its employees, agents, and volunteers. The Contractor must make records available upon request by the HIDOE within two (2) working days of the request.

The HIDOE reserves the right to refuse the services of any employee, agent, volunteer or prospective employee of the Contractor for any reason or for no reason.

TB Clearance Requirements

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

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

2. **Administrative**

The applicant shall:

- Have established procedures to maintain personnel files of the training, supervision, appropriate credentialing, and ongoing monitoring of all employee, subcontracted provider, and volunteer performance;
- Provide the necessary infrastructure to support the provision of services under this RFP including an organization chart which clearly defines the applicant's lines of authority and organizational functions;
- Maintain written policies and procedures that shall identify the applicant's process for primary source verification of all personnel;
- Have policies and procedures that ensure employees, subcontracted providers, and volunteers adhere to all applicable state laws regarding the obtaining and releasing of confidential student information. The agency shall adopt and implement policies and procedures that govern the provision of services in natural settings and documents that it respects students' and/or families' right to privacy when services are provided in these settings. The HIDOE shall have the right to inspect these policies. Educational records are governed under FERPA. Parental consent for assessment and release of information is covered by the IEP/MP consent for students with IEPs/MPs.

3. **Quality assurance and evaluation specifications**

The Contractor shall have in place an internal quality assurance plan to ensure the delivery of quality educational services including plans for continuous improvement.

HIDOE also requires that the Contractor allow authorized agents of the HIDOE to monitor and evaluate performance and operations at least annually or upon request of the HIDOE. All documentation and records shall be made available for scheduled and unscheduled review. This may include review to ensure:

- a. Provision of licensed staff and credentialed staff;
- b. Provision of a standards-based curriculum, instruction and assessment, that meet ACCN Courses;
- c. Proper and complete maintenance and documentation of student records including following of the student's IEP/MP;
- d. Delivery of evidence based educational programming;
- e. Systematic data collection;
- f. Provision of educational and any other required services to students placed with the Contractor and;
- g. Provision of a safe and secure Program environment and facilities with current safety and emergency plans and procedures in place.

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

The Program shall be evaluated on performance yearly or more frequently if required by the CAS. Measures shall include but are not limited to:

- a. Satisfaction of the CASs, and schools' Principals/Vice Principals with the services;
- b. Course Grades for Standards-Based Reporting and IEP quarterly progress reports and tracking of outcome measures reported to the home school two (2) weeks before the end of the quarter;
- c. Timeliness of services, which includes initiation of services as outlined in this RFP and data collection and reports provided by due dates;
- d. Services aligned with HIDOE educational philosophy and complement student's educational and behavioral curriculum;
- e. Student's academic achievement proficiencies to meet standards and credits for high school graduation requirements;
- f. Indicators of student's self-esteem and personal development and;
- g. Competencies to meet the General Learner Outcomes.

5. Experience

Preference shall be given to applicants demonstrating the documented ability to provide an array of specially designed student instruction and related services.

6. Coordination of services

The Contractor shall be able to coordinate services with HIDOE, other government agencies and service providers in order to implement all components of services provided to students while transitioning into/out of and during the alternative placement.

7. Reporting requirements for program and fiscal data

a. Quarterly Expense Reports

An expenditure report certified by the Contractor for accuracy shall accompany invoices as applicable. The expense report shall list all expenditures incurred by the provider under this Agreement incurred during the billing period. The format is at the Contractor's discretion. The Department reserves the right to request additional information or clarification of the expense report if required.

b. Required Monthly Reports

The following reports shall be due by the tenth calendar day following the last day of the previous month. Unless otherwise specified, the reports shall be submitted in writing to the CAS.

1. Personnel updates reflecting any changes in staffing (i.e., new hires, terminations, changes in credentialing) for the organization's officers and direct service personnel.
2. A summary student attendance report that lists the names of each student enrolled and/or referred to the Program in the prior month, student's home school and grade level, dates of entry and exit, and their daily attendance record for the month. The report shall also identify the type of referred students according to the following categories:
 - a. school referral

- b. serious discipline referral
 - c. regular education
 - d. special education
 - e. Section 504
- c. Other Required Reports
- The following reports shall be submitted in writing to the CAS unless otherwise stated:
1. Provide an academic progress report for referred students within fourteen (14) calendar days from the end of each quarter to the CAS and to the students' home school. The term of each quarter shall be defined by the CAS. A minimum of three (3) standards-based student work samples meeting proficiency, for each of the core content areas of English/Reading and Mathematics, and from various students shall be submitted.
 2. Submit an annual assessment report to include, but not limited to, the number of students serviced by type of referrals and regular or special education service arrangements, and the effectiveness of educational standards of the Agency.
 3. At the completion of the contract period, submit a final written report summarizing contract performance including a final expense report to the HIDOE in a format to be prescribed by the CAS.
 4. The HIDOE and its authorized agents reserve the right to request additional reports submitted to and as specified by the CAS. These additional reports shall be provided at no additional cost to the HIDOE.

C. Facilities

The Program shall provide a safe and secure campus that ensures meaningful learning that meets all applicable state and federal accessibility and safety guidelines.

Facilities should be convenient to the population that will be served under this agreement. Therefore, preference will be given to applicants with facilities that are located in the Leeward area.

2.5 COMPENSATION AND METHOD OF PAYMENT

A. Pricing structure or pricing methodology to be used

Pricing structure shall be based on a negotiated unit of service rate. In order to determine a price (unit rate) for a unit of service, the applicant shall complete the Rate and Cost Proposal Worksheet attached in Section 5 of this RFP.

The unit rate submitted shall include all direct and indirect costs associated with administering the Program including but not limited to: attendance at transition, intake/exit, and IEP/MP meetings, break times and consultation with HIDOE

personnel and/or IEP/MP teams about program services, and, if applicable, transportation, should be considered an included cost.

The HIDOE reserves the right to exceed the monthly group rate by no more than five (5) students during any given day of the month at no extra cost. Conversely, if the student enrollment should drop below the base rate number of students, the HIDOE will pay the monthly group rate.

B. Units of service and unit rate

Units of service shall be per student at a monthly group rate of sixty (60) students per month.

Applicants should also identify the maximum number of students that the Program can accommodate on a monthly basis if different from the base of sixty (60) students.

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

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

The Proposal Application is comprised of the following sections:

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

3.1 Program Overview

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

3.2 Experience and Capability

A. Necessary Skills

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

The applicant shall include an educational plan which describes a standards-based, Common Core Standards written curriculum. The plan shall include instructional approach(es) and shall align these approaches with classroom learning assessments, the school calendar, Daily/Weekly School Schedule of Courses and Classes, and action plans for counseling services and transitions. Educational components shall be broad enough to meet each student's unique educational needs including students with IEP/MP goals/objectives, aligned with the HIDOE educational philosophy, and complement the student's educational curriculum.

The applicant's program shall provide formative, remedial, or specialized instruction in reading to all students reading below grade level in the educational plan to address deficits in reading fluency and comprehension. The applicant shall also demonstrate competency in the services to be provided, including specific competencies related to the educational implications of social, emotional, and behavioral deficits. The CAS reserves the right to make modifications to the proposed plan to be implemented by the Contractor at time of contract award.

B. Experience

The applicant shall provide a description of projects/contracts pertinent to the proposed services.

Applicants shall include points of contact, addresses, and e-mail/phone numbers. The HIDOE reserves the right to contact references to verify experience.

C. Quality Assurance and Evaluation

Quality Assurance and Improvement Plan

The applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology.

Applicants shall create and maintain an internal quality assurance and improvement plan (QAIP) to assure the delivery of quality educational services and a plan for program assessment and continuous improvement. This plan shall explain how the applicant would ensure outcomes from the services provided. As this is an educationally related service, the primary

outcome measure the HIDOE is accustomed to is an improvement in academic proficiencies, grades, behaviors, and/or scholastic criteria. Applicant responses shall seek to detail how work is evaluated and reviewed by supervisors, and to what degree providers are accountable for providing sound interventions in accordance with the requirements set forth in this RFP.

Operational Plan

The applicant shall describe the documents and records that will be available for HIDOE quality review and operational evaluation as listed in Section 2.4(B)(3).

The applicant shall describe in detail how it would address operational issues relating to the delivery of the services covered in this RFP. Specifically, the applicant shall provide how it will handle new referrals, its policies and procedures for initiating services, including transition procedures, ensuring records and reports are accounted for within timelines, how it monitors and verifies service delivery prior to and after billing claims have been submitted, and how it will comply with the terms of this RFP or subsequent contract. In addition, the proposal shall reflect how the applicant addresses concerns about its service providers, and how it resolves questions of provider conduct or performance.

If applicable, the applicant response shall detail how the plan reflects past practice, or how it has been modified from the agency's prior method of operation. If the applicant has no prior history servicing this population in Hawaii for the HIDOE or Department of Health, then it should demonstrate how these policies and procedures would be fully adhered to and provide some measure of verification in the proposal that they will be faithfully implemented if a contract is awarded.

D. Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

Applicant may also describe the capability to promptly and efficiently coordinate the transition of students into and out of the alternative placement with the student's family, respective school and with the CAS.

E. Facilities

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

Preference will be given to a campus facility in the Leeward area. The applicant shall also explain how it will ensure a safe and secure campus by describing any safety, security and emergency plans and procedures.

3.3 Project Organization and Staffing

A. Staffing

1. Proposed Staffing

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

2. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

Applicant shall also submit resumes or curriculum vitae attached as part of the proposal application. For each service type specified in the scope of services, the applicant shall illustrate what it considers the norm for the qualifications and level of education or experience of its providers.

The applicant shall also describe criteria used to qualify and evaluate staff for the proposed mandatory background checks, for competence and the ability to deliver the services in conformity with the applicant's own policies and in accordance with the minimum staff requirements of the HIDOE.

B. Project Organization

1. Supervision and Training

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

Each applicant shall identify how personnel shall be trained to ensure services provided are consistent with a standards-based educational model and are consistent with evidence-based interventions for the populations addressed in the proposal.

Applicants shall also address procedures to provide direct service staff with information and training on topics not limited to:

- Common Core Standards and the Hawaii State Assessment (HSA)
- Standards-based curriculum instruction, and assessment
- IDEA and HAR Chapter 60 requirements, including procedures and eligibility criteria;
- Section 504 and HAR Chapter 61 requirements, including procedures and eligibility criteria;
- Family Educational Rights and Privacy Act and HAR Chapter 36 requirements;
- HAR Chapter 19 procedures and requirements;
- State laws regarding child abuse and neglect reporting, reporting criminal behavior and threats regarding suicide and homicide;
- Crisis intervention procedures, including suicide precautions;
- A review of CSSS;
- An understanding of educationally relevant interventions and recommendations;
- An understanding of the policies and procedures regarding student confidentiality

Documentation of professional development may include the name of the in-service, the name of the instructor, date, place and time of in-service and a summary of knowledge and skills learned. Team meetings and supervisory sessions may not be substituted for professional development.

The supervision ratios of supervisors to staff shall be identified for each service activity. A description of the training program and opportunities for continuous and professional development, how programs will be enforced and implemented, and what it entails shall be provided.

2. Organization Chart

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

3.4 Service Delivery

Applicant shall include a detailed discussion of the applicant’s approach to applicable service activities and management requirements from Section 2, Item 2.4, Scope of Work, including (if indicated) a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

The applicant's success with this approach shall be disclosed.

Failure to address all of the work activities in Section 2 and in this section will be deemed as non-responsive and the proposal may be rejected. Failure to meet the minimum specifications and deadlines for each work activity in accordance with this section will be deemed non-responsive and the proposal may be rejected.

Anticipated contract services are for approximately sixty (60) students per month. Applicants should use this information to determine infrastructure needs as well as cost estimates based on the information presented. Reduction in these numbers is not anticipated between the release of this RFP and June 30, 2013.

A generic response to how services will be addressed shall not be scored highly. This section shall contemplate the methodology, program integration, and allow a reviewer to differentiate each service activity from another. The applicant shall clearly detail how the attendant tasks, obligations and reporting will be addressed. Responses shall be clear both in their theoretical approach to an educationally based model incorporating a Common Core Standards-based curriculum, instruction, assessment program; and a comprehensive counseling component to ensure development of appropriate social behaviors, as well as how this will translate to actual provision of the program and service(s).

Referral and Intervention/Transition Planning

The applicant shall provide a description of the procedures for transitioning students into and out of the Program. The applicant shall include procedures to develop transition plans for individual students with their respective home schools within ten (10) calendar days after a student is identified to enter the alternative Program and at least ten (10) calendar days prior to exiting the student from the alternative Program and/or according to the IEP/MP.

The plans shall also include a description of the applicant's plan to:

- Provide appropriate transitioning among providers or as contracted services are no longer needed by the HIDOE to HIDOE personnel. Transitioning among providers should include discussion of student's strengths and weaknesses, demonstration of instructional strategies that have proven to be effective with the student; discussion of the student's current level of functioning on IEP/MP goals being worked on, and progress on the implementation of the service plan.
- Develop and review a written service plan in collaboration with the student, family, and school prior to initiating such services. To this, add additional plans specific to the services to the student which are necessary to provide effective Counseling and/or other SBBH services to address the student's goals and objectives.
- Provide timely services according to time and frequency parameters specified by the HIDOE and not to exceed the time or units authorized.

- Maintain appropriate levels of contact with families and school staff.
- Demonstrate capability to provide timely scheduling of appointments, processing of documents, and participation in conference meetings.

Curriculum/Educational Plan

The applicant shall identify what program services would be provided, including a written standards curriculum with a description of how the applicant plans to best address the needs of the targeted populations. The plan shall address all provisions listed in the work activities Section 2.

The applicant shall describe its plans to provide time-limited services based on an evidence-based educational model conducive to success in meeting academic and/or social goals and objectives, including what is in the IEP or Modification Plan and Common Core Standards.

The applicant shall describe its plans to provide services according to the minimum requirements described in the applicable section(s) of the work activities listed in Section 2:

- Program Calendar and Schedule
- Academic Instruction
- Student Discipline
- Positive Behavioral Support
- Program Assessments and Monitoring Student Progress
- HIDOE Assessments
- Medication and Medical Emergencies
- Other Program Requirements

The applicant shall include a description of program outcome measures it will use to increase a student's academic achievement proficiencies to meet standards and earn high school credits towards graduation requirements; improving a student's self-esteem and personal development; increasing competencies to meet the General Learner Outcomes and achieving adequate yearly progress scores on the Hawaii State Assessment (HSA) in Reading and Mathematics.

3.5 Financial

A. Pricing Structure

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

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

Rate and Cost Proposal Worksheet, Attachment F

B. Other Financial Related Materials**1. Accounting System**

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

- A description of how applicant's accounting system is organized to handle the contract and produce financial information and reports if required;
- A description of the applicant's billing procedures including, if applicable, the procedures in which subcontractors are paid;
- Name of individual responsible for the accounting/billing system and his/her qualifications and position description;
- Applicant's most recent program annual report (if available);
- Applicant's most recent financial audit (if available);
- Description of the internal control structure used in the accounting system; and
- If accounting work is subcontracted, please describe.

3.6 Other**A. Litigation**

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

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

4.1 Introduction

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

4.2 Evaluation Process

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

The evaluation will be conducted in three phases as follows:

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

Evaluation Categories and Thresholds

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	<i><u>Pass or Rejected</u></i>
<i>Proposal Application</i>	100 Points
Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	20 points
Service Delivery	50 points
Financial	10 Points
TOTAL POSSIBLE POINTS	100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

1. Administrative Requirements

- Application Checklist

- Federal Certifications, see Section 5 (Attachments)
- Rate and Cost Proposal Worksheet

2. Proposal Application Requirements

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

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

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

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

- *Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed program services.* 2
- *Response details the delivery of the proposed program services and specifically defines an educationally standards-based approach with curriculum, instruction and assessment based on Common Core Standards and through empirically based academic/behavioral interventions.* 3

B. Experience

- Applicant provides documented and verifiable evidence on an organizational level of prior results of successful program delivery and services in the delivery of the proposed program services of:

One year or less [0 points]

More than one and up to 3 years [1 points]

More than 3 years [2 points]

2

C. Quality Assurance and Evaluation

- Applicant includes a detailed quality assurance and improvement plan for the proposed program and services, including methodology
- Applicant includes a detailed and sustainable operational plan to manage and oversee the delivery of program services

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D. Coordination of Services

- Demonstrated capability to coordinate services with HIDOE and other government agencies and resources in the community
- Demonstrated capability to coordinate services with students, their families, the CAS and the student's home school

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E. Facilities

- Applicant submits a description that documents the adequacy of facilities relative to the proposed services including ADA compliance and special equipment available
- Applicant submits safety, security and emergency plans which ensure a safe and secure campus for students
- Facility is located in the Leeward area

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2. Project Organization and Staffing (20 Points)

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

A. Staffing

- *Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the program and services.* 1
- *Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program.* 1
- *Staff delivering program and services to the target population meet No Child Left Behind (NCLB) requirements for highly qualified Teachers, Part-time Teachers, Para-professionals, and Educational Assistants* 2
- *Staff providing services to students with IEP/MP plans meet qualification requirements in their specialized areas* 1
- *If applicant does not currently have staff employed or subcontracted, the applicant clearly details a viable plan for obtaining necessary staff* 1
- *Applicant addresses the experience and capacity of its educators/administrators and staff supervisors, and/or those overseeing the delivery of the services and their knowledge or experiences in interventions or in working with this population* 4
- *The applicant describes a background review process and a screening process for determining competency of providers to deliver interventions in line with the agency's policies and the requirements of this RFP* 1

B. Project Organization

- *Supervision and Training: Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed program services.* 4
- *The supervision ratios of supervisors to staff are reasonable to ensure proper oversight and that the ratios are reflective of the degree of oversight needed for the respective ability of the individual providers.* 1
- *The applicant's ability to train its personnel is specifically addressed and the training program, how it will be enforced and implemented, and what it entails should be specifically described* 3

- *Applicant includes a detailed organization chart both for the “organization-wide” and program organization*

 1

3. **Service Delivery (50 Points)**

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

- *Applicant clearly details how the attendant tasks, obligations and reporting will be addressed and its success in using this approach. Responses are clear both in their theoretical approach to an educationally based model incorporating a Common Core Standards-based curriculum, instruction, assessment program; and a comprehensive counseling component to ensure development of appropriate social behaviors, as well as how this will translate to actual provision of the program and service(s).*
- *Applicant clearly defines the means it will employ to ensuring prompt responses to referral, and a detailed description of the applicant’s policies and procedures on how services are referred to their providers*
- *Applicant clearly demonstrates how the referral system will avoid program and service delays and/or keep the HODOE appraised of service gaps (if any) for students with IEPs/MPs*
- *Response includes a description of provisions for substitutes for staff as needed*
- *Response includes a comprehensive and detailed curriculum and educational plan which includes all requirements stated in this RFP and which meets the approval of the CAS*
- *Response clearly details program outcome measures related to increasing a student’s academic achievement proficiencies to meet standards and earn high school credits towards graduation requirements increasing competencies to meet the GLOs and achieving adequate yearly progress scores on the Hawaii State Assessment (Smarter Balanced Assessment) in Reading and Mathematics.*
- *Response includes a description in its plan to improve a student’s self-esteem and personal development;*
- *Proposal clearly details how the tasks will be accomplished in a manner that demonstrates quality outcomes for students.*

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| <ul style="list-style-type: none"> • <i>Proposal provides evidence that the program activities conform to best educational practices and are research-based.</i> | <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 5 |
| <ul style="list-style-type: none"> • <i>Proposal includes a comprehensive and detailed Referral and Intervention/Transition Plan which clearly describes policies and procedures for identifying, addressing and managing transitions</i> | <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 2 |
| <ul style="list-style-type: none"> • <i>Proposal clearly addresses how the services will be delivered collaboratively with HIDOE, and focuses on assisting the student's functioning in the educational system.</i> | <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 3 |

4. Financial (10 Points)

- | | |
|---|---|
| <ul style="list-style-type: none"> • <i>Degree of competitiveness of unit cost(s) as comparable to all prospective service providers</i> | <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 6 |
| <ul style="list-style-type: none"> • <i>Degree to which the cost proposal(s)/budget(s) justifies the proposed cost(s)</i> | <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 1 |
| <ul style="list-style-type: none"> • <i>Adequacy of accounting system and infrastructure to support electronic/manual billing requirements including a demonstration of the applicant's ability to accurately track cost of related program services by student served</i> | <hr style="width: 100px; margin-left: auto; margin-right: 0;"/> 3 |

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. Contract Minimum and Special Conditions
- D. Wage Certificate
- E. Federal Certifications
- F. Rate and Cost Proposal Worksheet
- G. Incident Notification
- H. Final Report
- I. General Conditions

Proposal Application Checklist

Applicant: _____ RFP No.: _____

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

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
General:				
Proposal Application Identification Form (SPOH-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 (SPOH-200A)	Section 3, RFP	SPO Website*	X	
Hawaii Compliance Express Verification Certificate	Section 1, RFP	Hawaii Compliance Express SPO Website*	(Required at time of award)	
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website*		
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*	X	
SPO-H-206F	Section 3, RFP	SPO Website*	X	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	X	
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP	X	
Drug Free Workplace		Section 5, RFP	X	
Lobbying		Section 5, RFP	X	
Program Fraud Civil Remedies Act		Section 5, RFP	X	
Environmental Tobacco Smoke		Section 5, RFP	X	
Program Specific Requirements:				
Rate & Cost Proposal Worksheet	Section 2, RFP	Section 5, RFP	X	

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

Proposal Application Table of Contents

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	A. Staffing.....	7
	1. Proposed Staffing	7
	2. Staff Qualifications	9
	B. Project Organization	10
	1. Supervision and Training	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts	
4.0	Service Delivery	12
5.0	Financial	20
	See Attachments for Cost Proposal	
6.0	Litigation	20
7.0	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	
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	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	

Contract Minimum and Special Conditions

1. CONTRACT ADMINISTRATOR

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

Contract Administrator:	Heidi Armstrong
Telephone Number:	(808) 692-8000
e-mail Address:	heidi_armstrong@notes.k12.hi.us

The CA is responsible for:

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

Notwithstanding the responsibilities set forth hereinabove, any coordination of services falling outside those articulated above shall remain with the head of the purchasing agency, as set forth in the attached General Conditions (see General Conditions, paragraph 1, entitled "Coordination of Services by the STATE.").

2. POINT OF CONTACT

The CA has designated the following person as Point-of-Contact (POC) for this contract. As such, the POC should be the initial contact on all matters related to this contract. The POC can be contacted as follows:

Fiscal POC: Tammy Keller
Telephone Number: (808) 692-8000
e-mail Address: tammy_keller@notes.k12.hi.us

Administrative and Programmatic POC: Christina Shioi
Telephone Number: (808) 689-9800
e-mail Address: christina_shioi@notes.k12.hi.us

3. PROVIDER'S POINT OF CONTACT

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

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

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

4. VERIFICATION OF EMPLOYEES

In accordance with State rules and regulations, PROVIDER shall conduct mandatory criminal background checks at no cost to the STATE, on any employee, agent, volunteer, sub-contractor, or prospective employee working directly with students.

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

- 4.1. Any employee, agent or volunteer's license required to perform services under this Contract is or has been suspended, conditioned, revoked, expired, or terminated;
- 4.2. Any employee, agent or volunteer becomes or has been the subject of any disciplinary proceeding or action before any federal or state agency or Board;
- 4.3. Any employee, agent or volunteer is or has been convicted of a fraud or felony;
- 4.4. Any claim, judgment or settlement in which the PROVIDER or any of its employees, agents or volunteers is or has been named a defendant;

PROVIDER shall maintain the background check records, and shall make the records available for review upon request. Upon review of these records, the STATE reserves the right to request additional background information.

5. EXCLUSION OF SPECIFIC WORKERS

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

6. COMPENSATION

The contract price shall include all services, materials, overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by PROVIDER in the performance of its obligations hereunder. The contract price shall be the all-inclusive cost to the STATE and no other charges shall be honored.

Total Compensation stated herein is estimated for the contract period specified. Actual compensation shall be contingent on the needs of the STATE, the service rates stated in the following section, and funding availability. No guarantee to purchase services in the exact amount stated is intended or implied. In the event service requirements do not materialize and the STATE purchases less than the total compensation stated, such failure shall not constitute grounds for equitable adjustment under this Contract.

Additionally, unless explicitly stated in this Contract, no additional fees or charges may be assessed to the STATE, the parties that the services are provided to, or their parents, guardians, insurance, or any other party associated with the provision of these specific services.

7. COMPENSATION RATES

Total compensation is based on the Contract unit measures and rates. These rates are paid in accordance with the work described herein, and includes all labor, services, travel, materials and equipment (as applicable), overhead, profit, all applicable taxes, and any other incidental and operational expenses incurred by the PROVIDER in the performance of its obligations hereunder. The rates established shall be all-inclusive to the STATE and no other charges shall be honored.

8. INVOICING AND PAYMENT SCHEDULE

Original invoices plus two (2) copies shall be submitted within fourteen (14) calendar days after the last day of each month to the District address to be specified. All appeals and corrections for reporting/invoice rejections shall be resolved within the next sixty (60) calendar days. Late claims shall not be accepted. Any appeals and corrections for reporting/invoice rejections shall constitute the end of HIDEOE's requirement to pay within thirty (30) days upon receipt of the original invoice. The HIDEOE's requirement to pay within thirty (30) days starts on the day the corrected invoice is re-submitted and accepted by the HIDEOE.

Invoices shall include: date of invoice, date or period of services provided, Contractor's name and address, and total amount due. If a copy is submitted as the original, such invoice must bear an original signature certifying that the invoice is being submitted as the original. Furthermore, ten percent (10%) of each installment payment may be retained by the HIDEOE until final completion and acceptance of all services to be performed under the Agreement to insure full and satisfactory completion of the Agreement.

9. FINAL PAYMENT

In addition to the requirements in the General Conditions, the following shall accompany the final payment invoice:

- 9.1. An original tax clearance certificate, not over two months old and with an original green “certified copy” stamp, must accompany the invoice for final payment. In lieu of the tax clearance certificate, PROVIDER may instead submit an original CERTIFICATE OF VENDOR COMPLIANCE as issued by the State Procurement Office via the online system referred to as “Hawaii Compliance Express”. Details regarding this online application process can be viewed at: <http://vendors.ehawaii.gov/hce/>.
- 9.2. “Certification of Compliance for Final Payment” (HIDOE Form-22) with an original signature shall be required for final payment.

10. AVAILABILITY OF FUNDS

This Contract is subject to the availability of funds. No contract entered into between the STATE and the PROVIDER shall be binding or of any force unless the Chief Financial Officer (CFO) certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract.

If the Contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the CFO may certify only that portion of the total funds allocated to satisfy the STATE’s obligations for payments in the current fiscal year. In that event, the STATE shall not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The STATE agrees to notify the PROVIDER of such non-allocation at the earliest possible time. The STATE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the STATE to terminate the Contract in order to acquire similar equipment or services from a third party.

11. TIME OF PERFORMANCE

11.1. CONTRACT TERM

Contract shall commence on July 1, 2016 and shall end on June 30, 2017.

11.2. CONTRACT RENEWAL

This Contract may be extended for not more than two (2) additional twelve-month periods, i) upon mutual written agreement of the parties, ii) prior to expiration and iii) under the same terms and conditions of the original Contract or as negotiated between the STATE and the PROVIDER. Contract extension(s) shall be contingent upon i) the need

for continued services and ii) funding availability beyond the current fiscal year. As each option(s) to extend is mutually agreed upon, the PROVIDER shall be required to execute a supplement to the Contract for each additional period.

11.3. PERFORMANCE PERIOD

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

12. CONTRACT EXECUTION

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

13. CONFIDENTIALITY OBLIGATIONS

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

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

The PROVIDER, including its employees, agents, representatives, and assigns shall abide by the following with regards to Confidential Information: (i) They shall not disclose to any unauthorized party any Confidential Information, except as specifically permitted by the STATE and subject to the STATE's limitations on confidentiality of information and relevant legal requirements of the State to include, but not limited to the Family Educational Rights and Privacy Act ("FERPA"); Permission will be granted through a formal written agreement concerning the disclosure of personally identifiable information (PII) from student education records, signed by HIDOE and the PROVIDER, and must be provided as an attachment to this contract; (ii) They shall only permit access to Confidential Information to employees, agents, representatives, and assigns having a specific need to know in connection with performance under this Contract; and (iii) They shall advise each of their employees, agents, representatives, and assigns of their obligations to keep such Confidential Information confidential.

The PROVIDER, its employees, agents, representatives, or assigns shall ensure the security of the Confidential Information. The PROVIDER shall provide the STATE with a list of individuals (by name and position) who are authorized to handle the Confidential Information (hereinafter referred to as "Authorized Handlers"). Authorized Handlers

shall ensure the security of the Confidential Information. Only Authorized Handlers shall have access to the Confidential Information, which shall be kept on password protected computers with the hard copy documents kept in a locked file cabinet. The PROVIDER shall ensure that procedures exist to prohibit access to the Confidential Information by anyone other than an Authorized Handler.

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

- 13.1 Prior Written Approval: PROVIDER may not i) share Confidential Information or any other data received under this Contract, ii) publish, or iii) distribute such information without the prior written approval of the STATE.
- 13.2 In the event of termination of this Contract, PROVIDER shall return to STATE all student information received under this Contract and further agrees to destroy any and all copies of, or references to, any student information shared by STATE as a result of this Contract.

14. RELIEF AVAILABLE TO STATE

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

- 14.1 Suspend Payments – Temporarily withhold or disallow all or part of the billing cost/payments pending correction of a deficiency or a non-submission of a required deliverable by the PROVIDER;
- 14.2 Suspend Referrals – Suspend referrals to the PROVIDER should the PROVIDER fail to comply with any of the requirements or other term(s) or condition(s) of this Contract and, further, the STATE may maintain the suspension of referrals until such time as the deficiency or non-compliance is corrected and the PROVIDER's corrective actions are determined to be acceptable by the STATE; and
- 14.3 Seek Reimbursement – Seek reimbursement from the PROVIDER or withhold future payments for any funds paid to the PROVIDER subsequent to a determination that such was unauthorized, fraudulently obtained, or inappropriately billed.
- 14.4 Seek Market Value – In the event the PROVIDER fails, refuses or neglects to perform the services in accordance with the requirements of these Special

Conditions, the Scope of Services or the General Conditions, the STATE reserves the right to purchase, in the open market, a corresponding quantity of the services specified herein and to deduct from any monies due or that may thereafter become due to the PROVIDER, the difference between the price named in the Contract and the actual cost to the STATE. In case any money due the PROVIDER is insufficient for said purpose, the PROVIDER shall pay the difference upon demand from the STATE. The STATE may also utilize all other remedies provided by law.

15. LIABILITY INSURANCE

General Conditions, section 1.4, entitled “Insurance Requirements”, is deleted entirely and replaced with the following :

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

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

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds.

The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by mail.

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

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

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

Coverage
Automobile Liability,
Combined Single Limit:

Limits
\$1,000,000 per accident

- Professional Liability: \$1,000,000 per claim and \$2,000,000 per annual aggregate

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

Upon execution of the Contract, the PROVIDER agrees to deposit with the STATE certificate(s) of insurance necessary to satisfy the STATE that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Contract, including those of its subcontractor(s), where appropriate. Upon request by the STATE, PROVIDER shall be responsible for furnishing a copy of the policy(ies).

Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided herein.

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

16. SPECIAL CONDITIONS ARE SUPPLEMENTAL

These Special Conditions shall serve to supplement and not replace the General Conditions; both documents remain part of this Contract with full force and effect. In the case of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control to the extent necessary to resolve the conflict.

17. APPROVALS

This Contract is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

WAGE CERTIFICATE

Subject: Project No. RFP F16-047

Description of Project: Alternative School For Leeward School District

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

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

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

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

OR

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

PROVIDER: _____

By Its (signature): _____

Title: _____

Title: _____

CERTIFICATIONS
0920-0428

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

OMB Approval No.

1. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION.

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

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

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

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

2. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.

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

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

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

3. CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a

SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

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

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

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

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

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

5. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE.

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

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

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

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

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

Signature of Authorized Certifying Official	Title
Applicant Organization	Date Submitted

RATE AND COST PROPOSAL WORKSHEET

- ✓ Applicant shall complete worksheet and submit with Proposal using whole dollars only.
- ✓ Column 1 – indicate only those costs requested under this RFP.
- ✓ Column 2 – indicate costs that will be paid by other sources or means of funding.
- ✓ Column 3 – indicate total of Column 1 and 2.
- ✓ Column 4 – indicate organizational wide costs.
- ✓ If item is not applicable, please indicate so in the column 3, Total Program costs.
- ✓ To determine allowable expenses, refer to “Cost Principles on Purchases of Health and Human Services” document available on the SPO website: http://www2.hawaii.gov/spoh/Forms_Instructions/forms_instructionsprov.htm.
- ✓ Additional budget forms are required – refer to V. Financial, Section 3. These budget form totals should agree with the totals on this worksheet as noted.

Service/ Expense to support program activities	Column 1 Amount Requested under this RFP	Column 2 Funds from other sources	Column 3 Total Program Costs	Column 4 Organization Wide Costs
Personnel costs:				
<u>Direct Service Personnel</u>	_____	_____	_____	_____
<u>Administrative/Managerial</u>	_____	_____	_____	_____
<u>Total Salaries (SPOH206A)</u>	_____	_____	_____	_____
<u>Fringe, Taxes, etc. (SPOH206B)</u>	_____	_____	_____	_____
<u>Total Personnel</u>	_____	_____	_____	_____
Contractual Services:				
<u>Administrative (SPOH206E)</u>	_____	_____	_____	_____
<u>Contractual (SPOH206F)</u>	_____	_____	_____	_____
<u>Total Contractual</u>	_____	_____	_____	_____
Operating Expenses (please itemize):				
<u>Program Activities (SPOH206H)</u>	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
<u>Total Operating Expenses</u>	_____	_____	_____	_____
Profit:				
Other (please specify):				
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
GRAND TOTAL				
Monthly price based on an average of 60 students:(This price represents applicant’s proposed price for this RFP)				
Maximum capacity if less than 60 students:				

**Incident/Sentinel Event Notification
For Department of Education Contracted Providers**

**Instructions
Form ISN 82804ps**

Purpose of Form:

To be used to notify the appropriate principal, agency and Complex Area Superintendent (CAS) when there are occurrences involving serious physical/psychological harm or risk to a student, provider reports are late or not received, provider has not rendered services/gaps in services, or any incident of noncompliance with Service Activities as specified in the IEP/MP(s).

Triggers:

- | | |
|-----------------------------|---|
| *Harm or risk to student(s) | *Missing reports |
| *Late reports | *Alleged fraud claims/discrepancy in billing claims |
| *Lack of professionalism | *Questionable use of best practices application |
| *Ethics questions | *Key deliverables not rendered |
| *System concerns | |

Routing Procedures:

1. Incident/Sentinel Events require immediate action and notification to the School Principal to minimize harm or risk to the student, in addition to the submittal of written Incident/Sentinel Notification. An appropriate, individualized plan of action shall be discussed, developed, reviewed, revised and implemented to ensure student safety.
2. Agency/School personnel should try to resolve any complaints/issues with the individual provider, school, or agency. Staff should keep formal documentation on all actions/communication.
3. If personnel cannot resolve the complaints/issues, then the LD CAS or Designee should be contacted for assistance. The CAS/Designee should keep formal documentation on all actions/communications, review, analysis, and follow-up. The CAS/Designee is also responsible to send a copy of the Incident/Sentinel Notification form to the State Office SPED Administrator for statewide review and analysis.
4. If contract complaints/issues cannot be resolved, then the CAS/Designee should forward all documentation to the appropriate HDOE Procurement Office for formal resolution with the school/provider agency. The Contract Specialist CAS/Designee will work to resolve complaint/issue.

STATE OF HAWAII DEPARTMENT OF EDUCATION
LD ALTERNATIVE LEARNING CENTER

FY _____ FINAL REPORT

AGENCY NAME: _____ CONTRACT NO: _____

Overview of Delivery of Services:

- Student population served (ie: age range)
- Student population identification (ie: race, geographic areas)
- How was student referred to agency
- Types of services delivered by the agency
- Average length of stay, duration of treatment

Unique Qualities of Program:

- Distinguishing characteristics of program that sets it apart from similar programs administered by other agency providers
- How was agency able to integrate services with schools, agencies, and other contracted providers

Areas Needing Improvement:

Barriers to Providing Services:

Quality Management Activities:

- Describe quality management activities during the FYXX-XX and its compatibility with District
- QAP plans
- The goals for FYXX-XX
- Measurable objectives which include: a) Parent, student and school satisfaction with the services as was delivered, b) Treatment progress and outcome measures related to overall academic achievement and behavioral successes and c) Timeliness of services, including 1) Percentage of assessments completed and submitted within the 60 day timelines as established under IDEA, 2) Percentage of monthly/quarterly treatment and progress summary reports and progress notes submitted during the required timelines as established under the contract terms; and 3) Time from authorization of service to initiation of service.

Staff Summary and Types of Services Provided:

- List of employees and subcontractors employed during FY, including credentials and types of service each provided
- List of all new employees (hired after 07/01/XX) and volunteers showing status and completion date of mandatory background checks (as applicable)
- Student to Staff Ratio
- Recruitment efforts and results
- Pay scale in relation to market value
- Retention problems, issues

Staff Training:

- List of staff trainings and workshops during FY
- Number of hours employees or subcontractors spent in training

Evaluation of Staff and Subcontractors:

- Evaluation schedule, frequency
- Evaluation methodology/criteria
- Personnel involved in the evaluation process

Future Plan of Action for Next Fiscal Year:

- Anticipated personnel changes
- Proposed student to staff ratio for upcoming year
- Program improvements
- Accreditation plans
- Submit updated (most recent) agency annual report
- Submit updated (most recent) agency financial audit, if applicable
- Disclose any pending litigation to which they are a party, including disclosure of any judgments, if applicable

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS**1. Representations and Conditions Precedent****1.1 Contract Subject to the Availability of State and Federal Funds.**

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

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

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

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

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

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

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

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

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

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

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

2. Documents and Files

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

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

3. Relationship between Parties

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

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

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

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

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

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

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

3.5 Personnel Requirements.

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

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

4. Modification and Termination of Contract

4.1 Modification of Contract.

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

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

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

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

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

5. Indemnification

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

6. Publicity

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

7. Miscellaneous Provisions

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

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

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

8. Confidentiality of Personal Information

8.1 Definitions.

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

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

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

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

8.2 Confidentiality of Material.

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

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

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

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

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

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

8.3 Security Awareness Training and Confidentiality Agreements.

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

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

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

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

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

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

8.5 Records Retention.

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

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