

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals (RFP)

SSD-16-POS-3020

HUMAN TRAFFICKING SERVICES

STATEWIDE

RFP Posting Date: January 21, 2016

**RFP Proposal Submission Deadline:
February 23, 2016, 4:30 p.m.
Hawaii Standard Time**

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

DAVID Y. IGE
GOVERNOR



RACHAEL WONG, DrPH
DIRECTOR

PANKAJ BHANOT
DEPUTY DIRECTOR

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

MEMORANDUM

TO: RFP Proposal Applicants

FROM: Mona Maehara, Division Administrator
Social Services Division

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

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified Applicants to provide Human Trafficking Services. The attached Request for Proposals (RFP) SSD-16-POS-3020 to provide this service is being issued under Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on January 27, 2016, 12:30 p.m. to 3:30 p.m. Hawaii Standard Time (HST). See 1.7 Orientation, Section 1 of this RFP for further information. All prospective Applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations, please contact Ms. Kenwyn Kaahaaina, POS Specialist/RFP Contact Person, at (808) 586-5706 or at kkaahaaina@dhs.hawaii.gov.

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

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

PROPOSAL SUBMISSION INFORMATION SHEET
PROPOSAL SUBMISSION DEADLINE:
FEBRUARY 23, 2016, 4:30 P.M., HAWAII STANDARD TIME.

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

THE APPLICANT IS REQUIRED TO SUBMIT:

ELECTRONIC COPIES OF THE PROPOSAL (ONE (1) IN PORTABLE DOCUMENT
FORMAT (PDF) AND ONE (1) IN WORD/EXCEL FORMAT)

AND

PRINTED COPIES OF THE PROPOSAL (ONE (1) ORIGINAL AND ONE (1) COPY).

THE COMPLETE PROPOSAL SUBMISSION SHALL CONSIST OF ELECTRONIC
COPIES OF THE PROPOSAL (ONE (1) IN PORTABLE DOCUMENT FORMAT (PDF)
AND ONE (1) IN WORD/EXCEL FORMAT) AND PRINTED COPIES OF THE
PROPOSAL (ONE (1) ORIGINAL AND ONE (1) COPY) RECEIVED BY THE
SPECIFIED DATE AND TIME.

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

1. The electronic copies of the proposal shall be received by **FEBRUARY 23, 2016, 4:30 P.M. HAWAII STANDARD TIME (HST). NO EXCEPTIONS SHALL BE MADE.**
The electronic copies shall be submitted as follows:
 - a. in person to the DHS office
 - b. by private mail carrier (e.g. FedEx or United Parcel Service (UPS)) or by the United States Postal Service (USPS)
 - c. by email to the POS mailbox

If the electronic copies are submitted in person, by private mail carrier, or by the USPS they shall be on a **UNIVERSAL SERIAL BUS (USB) FLASHDRIVE/THUMBDRIVE OR A COMPACT DISC (CD)** and be readable by a personal computer system (PCS). The USB or CD shall be received at the address listed below.

If the electronic copies are submitted by email they shall be sent to the email address listed below.

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

2. The printed copies of the proposal shall be received by **FEBRUARY 23, 2016, 4:30 P.M. HAWAII STANDARD TIME (HST)**. NO EXCEPTIONS SHALL BE MADE. The printed copies shall be submitted as follows:
 - a. in person to the DHS office
 - b. by private mail carrier or by the USPS
3. All proposal submissions submitted in person, by private mail carrier, or by the USPS shall be enclosed in a sealed envelope identified with the RFP number and the Applicant's name on the outside and a cover sheet on the inside with the envelope's contents.

All proposal submissions submitted via email shall include in the email the RFP number, the Applicant's name, and the proposal submission attachments. All attachments shall be identified with the RFP number, the Applicant's name or initials, and the attachment's content (e.g. SSD-16-POS-3020, XYZ, proposal application or 16-3020, XYZ, budget).

DROP-OFF ADDRESS:

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

EMAIL ADDRESS:

ssdposmailbox@dhs.hawaii.gov

RFP CONTACT PERSON:

Ms. Kenwyn Kaahaaina, POS Specialist
Phone: (808) 586-5706
Email: kkaahaaina@dhs.hawaii.gov

PLEASE BE ADVISED:

1. Proposal submissions attempted after **February 23, 2016, 4:30 p.m. Hawaii Standard Time (HST)** shall **not** be accepted.
2. Any private mail carrier or USPS proposal submissions with a date stamp of **February 23, 2016, 4:30 p.m. Hawaii Standard Time (HST)** but received after **February 23, 2016, 4:30 p.m. Hawaii Standard Time (HST)** shall **not** be accepted.
3. All Applicants are **strongly encouraged** to submit the electronic copies of the proposal submission in advance of the proposal submission deadline. This will allow the Applicant the opportunity to: a) assure that they have been received by the DHS in a timely manner, and b) assure that the DHS can read them.
4. Proposals sent by facsimile (fax) shall **not** be accepted.
5. It is the Applicant's responsibility to access the Public Procurement Notices for Solicitations for Health and Human Services on the State Procurement Office website or to contact the RFP Contact Person identified in this RFP regarding any subsequently issued addenda for this RFP which may include a revision to the proposal submission deadline.

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Section 1

Administrative Overview

Section 1

Administrative Overview

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

1.1 Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	1/21/2016
Distribution of RFP	1/21/2016
RFP Orientation	1/27/2016 12:30 p.m. - 3:30 p.m. HST
Applicants' submission of written questions for written responses deadline	2/1/2016 4:30 p.m.
State purchasing agency's response to Applicants' written questions deadline	2/5/2016
Discussions with Applicants prior to proposal submission (optional)	As needed
Proposal submission deadline	2/23/2016 4:30 p.m. HST
Discussions with Applicants after proposal submission (optional)	As needed
Final revised proposals deadline (optional)	As needed
Proposal evaluation period	3/7/2016 – 3/11/2016
Provider selection	3/11/2016
Statement of Findings and Decision (Notice of Award)	3/18/2016
Contract start date	5/1/2016

1.2 Website Reference

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

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

Non-SPO websites

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

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

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

Section 2, Service Specifications: Provides the Applicant with a description/details of the tasks to be performed, delineates the Provider's responsibilities, and defines deliverables, as applicable.

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

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

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

1.5 Contracting Office

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

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

1.6 RFP Contact Person

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

Ms. Kenwyn Kaahaaina
Purchase of Services Unit
Phone: (808) 586-5706
Email: kkaahaaina@dhs.hawaii.gov

1.7 Orientation

An RFP Orientation for Applicants regarding this RFP shall be held as follows:

Date:	January 27, 2016	Time:	12:30 p.m. – 3:30 p.m.
Department of Human Services, Benefits, Employment, and Support Services Division (BESSD) Video Conferencing Center (VCC) locations as follows:			
Locations:	Honolulu, Oahu, HI:	Haseko Center, 820 Mililani St., Suite 606	
	Hilo, Hawaii, HI:	Kinoole Shopping Center, 1990 Kinoole St.	
	Kona, Hawaii, HI:	Kona Center, 75-5722 Hanama Pl., Suite 1105	
	Wailuku, Maui, HI:	Waiehu Beach Center, 270 Waiehu Beach Rd., Suite 107	
	Lihue, Kauai, HI:	Dynasty Court, 4473 Pahee St., Suite G	

The Orientation shall be held live at the Honolulu location listed above and via videoconference at the other locations. To attend the Orientation the Applicant shall contact Ms. Kaahaaina at (808) 586-5706 or kkaahaaina@dhs.hawaii.gov as soon as possible and provide their name, agency, telephone number, and email address as well as the number of people planning to attend the meeting.

If the Applicant would like to attend but is unable to participate at one of the video conferencing centers listed above, the Applicant shall contact Ms. Kaahaaina at (808) 586-5706 or kkaahaaina@dhs.hawaii.gov at least two days before the Orientation and provide the same information detailed above to participate via teleconference.

1.8 Submission of Questions

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

The Applicants' submission of written questions deadline is **February 1, 2016, 4:30 p.m. Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **February 5, 2016.**

1.9 Submission of Proposals

B. Forms/Formats

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

1. Proposal Application Identification Form (SPOH-200)

This form provides the Applicant's proposal identification.

2. Proposal Application Checklist

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

3. Table of Contents

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

4. Proposal Application (SPOH-200A)

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

B. Program specific requirements

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

C. Multiple and alternate proposals

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

D. Hawaii Compliance Express (HCE)

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

1. Tax clearance

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

2. Labor law compliance

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

3. DCCA business registration

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

E. Wages law compliance

By submitting a proposal the Applicant certifies that it is in compliance with HRS §103-55 Wages, Hours, and Working Conditions of Employees

of Contractors Performing Services. See 1.2 Website References, Section 1 of this RFP for the DLIR website address.

F. Campaign contributions by State and county providers/contractors

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

G. Confidential information

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

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

H. Proposal Submission

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

1.10 Discussion with the Applicant

- A. Prior to the proposal submittal deadline:** Discussion may be conducted with an Applicant to promote understanding of the State purchasing agency's requirements.
- B. After the proposal submittal deadline:** Discussion may be conducted with an Applicant whose proposal is determined to be reasonably susceptible of being selected for award, however, a proposal may be accepted without discussion per HAR §3-143-403.

1.11 Opening of Proposals

Upon the State purchasing agency's receipt of a printed, USB, and/or CD proposal copy at the designated location (including any modifications to and withdrawals

of a proposal), a verification of receipt shall be date-stamped and, if possible, time-stamped for the Applicant's and the State purchasing agency's records.

Upon the State purchasing agency's receipt of an emailed proposal copy at the designated location, a verification of receipt shall be emailed to the Applicant as soon as possible after receipt on February 23, 2016 for the Applicant's and the State purchasing agency's records.

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

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

1.12 Additional Materials and Documentation

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

1.13 RFP Amendments

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

1.14 Final Revised Proposals

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

1.15 Cancellation of Request for Proposal

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

1.16 Costs for Proposal Preparation

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

1.17 Provider Participation in Planning

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

The Providers' participation in the State purchasing agency's efforts to plan for or to purchase Health and Human Services prior to the release of an RFP, including the sharing of information about community needs, best practices, and the Providers' resources, shall not disqualify the Providers from submitting proposals if conducted in accordance with HAR §3-142-202 and §3-142-203.

1.18 Rejection of Proposals

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

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

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

1.19 Notice of Award

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

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

No work is to be undertaken by a Provider awarded a contract prior to the contract

start date. The State is not liable for any costs incurred prior to the official contract start date.

1.20 Protests

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

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

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

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

1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

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

1.23 Cost Principles

To promote uniform purchasing practices among State purchasing agencies procuring Health and Human Services under HRS Chapter 103F, State purchasing agencies shall utilize standard Cost Principles (SPOH-201) (see 1.2 Website Reference, Section 1 of this RFP). The State Cost Principles shall not exempt the Provider from complying with any cost principles under federal law.

Section 2

Service Specifications

Section 2 Service Specifications

2.1 Introduction

A. Overview and purpose

The Department of Human Services (DHS), Child Welfare Services (CWS) is seeking proposals for one Provider to provide statewide services to all suspected or identified victims of human trafficking under the age of 21 referred by CWS and Voluntary Case Management (VCM) Services. Services are designed to support this special population to safely leave the trafficking situation and to assist them in addressing their immediate and long-term needs.

B. Planning activities conducted in preparation for this RFP

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

X _____ Information from other state agencies on services to the same target group.

_____ Views of service recipients and community advocacy groups on conditions affecting achievement of desired goals.

X _____ Views of Provider organizations on how to improve service specifications; a request for information (RFI) process may have been used for this purpose.

_____ Information from POS monitoring and other reports for current contracts.

_____ Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

A Request for Information (RFI) was posted on the State Procurement Office (SPO)/Procurement Notices System website on November 12, 2015, and an RFI

meeting was held on November 24, 2015, to gather information and assist in the development of this RFP.

Planning information may be obtained from Kenwyn Kaahaaina, POS Specialist and RFP contact person, by email at kkaahaaina@dhs.hawaii.gov.

C. Service goals

The goals and guiding principles of these services include:

1. Victim safety is the overarching goal of the services and interventions. Victim safety, health, and well-being shall be enhanced through services and supports.
2. Services shall be victim-centered and trauma informed.
3. Service activities shall be individualized and responsive to the strengths, needs, values, culture, and preferences of the victim. They shall be linguistically appropriate, gender-responsive, and consider the victim's cultural, family and community ties.
4. Service activities shall be comprehensive, coordinated, and collaborative.
5. Service activities shall be evidenced based or evidence-informed and follow best practice principles.
6. Service activities shall provide clear and attainable goals and objectives.

D. Target population to be served

The target population is children and young adults under the age of 21 referred by CWS or VCM as suspected or identified victims of human trafficking. The parents/guardians/caregivers of the victims may also receive services under this contract. Services may continue to be provided to victims and their families, as needed, with prior written approval of the CWS/VCM worker or the DHS after the CWS or VCM case is closed, or after the victim attains the age of 21, for the period of time approved up to the maximum contract term.

For the purposes of this RFP:

1. Human trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for:

- a. Sex trafficking in which a commercial sex act is induced on a person by force, fraud, or coercion, or in which a person induced to perform such an act is under the age of 18, or
 - b. Labor or services, through the use of force, fraud, or coercion, for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
2. Victims of human trafficking come from all walks of life and may be of any gender, age, ethnicity, national origin, sexual orientation, socio-economic status, or religion.

 3. Human traffickers frequently prey on individuals who are vulnerable because they have histories of sexual abuse, physical abuse, mental health issues, substance abuse, unstable family homes, homelessness, and/or other unaddressed trauma.
 4. Human trafficking has a long-term impact on victims and services should support their healing, well-being, and independence even after immediate safety has been achieved.
 5. Specifics of the target population may be adjusted to meet the needs of the community and to comply with State or federal laws. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.

E. Geographic coverage of service

The Provider shall be responsible for the provision of the full range of contracted services statewide, including service capacity and staffing.

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

The contract shall be awarded for an initial term of one (1) year and two (2) months with the possibility of two (2) extensions for two (2) years each thereafter, subject to the availability of State and federal funds, continued identified community need, and the satisfactory performance of services by the Provider as determined by the DHS. The maximum contract term shall not exceed five (5) years and two (2) months, from May 1, 2016 through June 30, 2021.

Total contract funding is anticipated to be \$200,000 per fiscal year. Total contract funding shall be pro-rated for periods of less than one (1) year.

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

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

2.2 Contract Monitoring and Evaluation

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

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

2.3 General Requirements

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

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

1. The Provider shall provide services in concurrence with all Hawaii Revised Statutes (HRS), with particular attention to Chapters 346, 350, and 587; Hawaii Administrative Rules (HAR); Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and the DHS policies and procedures.
2. The Provider shall be qualified, as well as certified, licensed, and/or accredited, as applicable, to perform the services solicited in this RFP.
3. The Provider shall not impose any income eligibility standard on victims or families as a basis for receiving services provided through this contract.

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

5. The contract shall be modified, as necessary, to include changes in the service specifications (e.g. the target population to be served, the geographic location's needs, utilization increases/decreases, service activities, and service delivery), State or federal statutes or rules, and/or the requirements of applicable funding sources. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.
6. The Provider shall participate in quality assurance/improvement projects for research and evaluation purposes as requested by the DHS. Such activities shall include one Child and Family Service Review (CFSR) per year/per qualified staff as arranged by the DHS. Qualifications of the Provider's staff to participate in the CFSR shall be determined by the DHS.

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

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

After-the-fact secondary purchases shall be allowed.

Planned secondary purchases shall not be allowed.

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

Multiple or alternate proposals shall not be allowed.

D. Single or multiple contracts to be awarded

(Refer to HAR §3-143-206)

Single Multiple Single & Multiple

One single, statewide contract shall be awarded.

E. Single or multi-term contracts to be awarded

(Refer to HAR §3-149-302)

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

Initial contract term:

One (1) year and two (2) months, from May 1, 2016 through June 30, 2017.

The initial term shall commence on the contract start date.

Number of possible extensions: Two (2) extensions

Length of extensions: Two (2) years

Maximum contract term:

Five (5) years and two (2) months, from May 1, 2016 through June 30, 2021, subject to the Option to Extend provision of the contract (see #17, Special Conditions, Section 5 of this RFP).

Conditions for extension:

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

F. Subcontracting

(Refer to #3.2 General Conditions, Section 5 of this RFP)

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

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

2.4 Scope of Work

The Provider shall provide Human Trafficking Services in compliance with and including all of the following tasks and responsibilities detailed below:

A. Service delivery

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

Services shall be linguistically appropriate, fully serving victims with Limited English Proficiency (LEP). Services shall also be fully accessible and accommodating of victims with any disabilities.

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

The Provider shall make every reasonable effort to assure that the available services are provided in a flexible manner to victims and their parents/guardians/caretakers so as to best meet their specific needs, including the times service activities are scheduled, such as in the evenings or on the weekends to accommodate school and/or work schedules.

Services shall be provided for up to 12 months. Extensions may be made on a case by case basis, based on the individual needs of victims and their families, with the prior written approval of the CWS/VCM worker or the DHS. Services may continue to be provided, as needed, after the CWS or VCM case is closed or after the victim attains the age of 21. The extension shall continue for the period of time approved up to the maximum contract term.

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

1. Victim services

Services shall:

- a. Be provided in an environment that is welcoming, inclusive, de-stigmatizing, and not re-traumatizing.
- b. Be client-centered, designed to meet the unique needs of the victim, and build on his/her strengths to promote and enhance safety, health, and well-being. Service, safety, and discharge planning shall be designed in conjunction with the victim to the extent possible. The victims' desires, needs, and perspective shall guide the development of all plans.
- c. Facilitate victims' increased access to physical safety, resources, and legal protections, and support them in facing any barriers to receiving services.
- d. Assist victims in strengthening their psychological ability to deal with the multiple and complex issues they face in accessing safety, recovering from the traumatic effects of sex or labor trafficking, and rebuilding their lives.
- e. Strengthen the relationship between the victims and their parents/guardians/caregivers, as appropriate, and enhance the parents'/guardians'/caregivers' ability to provide nurturance, safety, and support for the victims.
- f. Be age and developmentally appropriate.
- g. Assist victims in strengthening their resilience by reducing risk factors and increasing protective factors, such as building competence/self-esteem, strengthening the relationship between victims and their parents/guardians/caregivers, and promoting pro-social activities in the school and the community.

2. Services for parents/guardians/caregivers

Services shall be provided to parents/guardians/caregivers to strengthen their relationship with the victims and to increase their ability to provide appropriate supervision and support to the victims. Services shall include:

- a. Information on the impact of human trafficking on victims.
- b. Guidance on how to deal with the effects of trauma, including appropriate interventions and responses to maladaptive behaviors.
- c. Psychoeducation on the dynamics of human trafficking including, but not limited to, indicators and risk factors.

B. Service activities

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

Services may be provided at program facilities, the homes of the victims if determined safe and appropriate by the CWS/VCM worker and the Provider, or other safe places in the community. The selected location shall provide for safe, confidential, and appropriate interactions between victims, parents/guardians/caregivers, and the Provider's staff.

1. Crisis response services

Crisis response services shall include:

- a. 24-hour, seven (7) days a week telephone referral and consultation for CWS/VCM staff.
- b. Face-to-face contact with the victim within six (6) hours of the referral for a human trafficking assessment and safety planning. If this timeline is not met, the Provider shall document its efforts and the reason/s and notify the referring worker in writing within 24 hours.
- c. Service coordination with the CWS/VCM worker, multi-agency team members, and other service providers, as applicable, to meet the victim's immediate needs such as, but not limited to:
 - 1) Food, clothing, shelter.
 - 2) Medical/dental examination and treatment.
 - 3) Clinical/trauma assessment and treatment.
 - 4) Forensic examination and/or interview, which shall be facilitated in consultation with the victim, if appropriate, and their parents/guardians/caretakers.

Facilitated linkage to health/mental health care services shall be provided, as needed. If there is a cost for the service, the victim's medical insurance, if applicable, or other financial resources shall be explored to assist in paying for the service.

2. Intakes

The Provider shall receive all referrals by phone and have a process to contact the referring worker to obtain additional information, as necessary, and provide responses by phone, email, or letter.

- a. Face-to-face contact with the victim shall be completed within six (6) hours of the referral for intake. This contact shall include human trafficking screening and safety planning. If this timeline is not met, the Provider shall document its efforts and the reason/s and notify the referring worker in writing within 24 hours.
- b. If the Provider has difficulty locating or contacting a victim, the Provider shall request the assistance of the referring worker.
- c. Intake documentation shall be maintained in the case file, including the date and time of the referral, the referring worker's name and phone number, and any relevant information provided about the victim.
- d. The Provider shall document the applicable criteria for the acceptance or denial of services and notify the referring worker in writing within 24 hours if services are accepted or denied.

3. Assessments

- a. A comprehensive, written assessment shall be provided to the CWS/VCM worker within two (2) weeks of the referral. If this timeline is not met, the Provider shall document its efforts and the reason/s and notify the CWS/VCM worker in writing by the second week after the referral was received.
- b. The assessment shall evaluate a victim's strengths and needs to inform service and safety planning. The assessment shall include the identification of immediate and long-term service needs.
- c. The Provider shall use assessment tools approved by the DHS.
- d. A copy of the assessment shall be maintained in the case file.

4. Individual services

Services determined appropriate in the assessment shall commence within one (1) week of the assessment's completion. If this timeline is not met, the Provider shall document its efforts and the reason/s and notify the CWS/VCM worker in writing within the week the services are supposed to begin. Services shall include:

- a. Case management services as follows:
 - 1) Crisis intervention services shall be provided as needed including, but not limited to, emergency safety planning and facilitated linkages to recommended services, such as medical/mental health programs, forensic examinations/interviews, etc.
 - 2) Emergency safety planning shall be completed at the time of the intake or assessment, as applicable.

A written Safety Plan shall be completed within two (2) weeks of the referral and will be comprehensive to address the immediate and long-term needs of the victim. A copy shall be provided to the victim in a manner which supports their safety. A copy shall also be provided to the CWS/VCM worker as well as a copy maintained in the case file.

- 3) A written, individualized Service Plan shall be completed for all victims based on their assessment, identified strengths and needs, and their input. The Service Plan shall be coordinated with the CWS/VCM worker, other service providers/community agencies, and other government agencies who are or should be involved in providing appropriate responses and services to the victim, as applicable, and be completed within 30 days of the referral. The Service Plan shall be reviewed and updated monthly or as necessitated by changes in the victim's circumstances. A copy shall be provided to the victim and the CWS/VCM worker and a copy maintained in the case file.
 - 4) A written Discharge Plan shall be completed for all victims within two (2) weeks of completion/termination of services, including a summary of services provided, other service providers/community agencies, other government agencies, and other supports in place upon discharge, and any recommendations for further services and supports. A copy shall be provided to the victim and the CWS/VCM worker and a copy maintained in the case file.
 - 5) Facilitated linkage to other service providers/community agencies and supports shall be provided as needed such as health/dental health care services, mental health services, substance abuse services, placement, child care, transportation, Temporary Restraining Order application assistance, legal assistance, immigration relief, labor/employment remedies, education/training programs, etc.
- b. Individual counseling services shall be provided, as necessary, to address crisis or other situations that impede the victim's achievement of identified goals.
 - c. Support services shall be provided to victims to enhance their safety and to promote their well-being. Services shall include:
 - 1) General support and advocacy to assist and empower victims in achieving their goals.
 - 2) Mentorship, including at least weekly contact with the victim for the first 30 days after the referral if human trafficking is confirmed or suspected.

5. Service coordination

The Provider shall collaborate with other service providers/community agencies and other government agencies to provide appropriate services and supports to help meet the needs of victims including, but not limited to:

- a. Convening and facilitating a multi-agency meeting within two (2) weeks of the referral to develop a coordinated service plan to address the victim's identified needs, safety planning, crisis stabilization, and other resources needed to support the victim's safety and well-being.
 - 1) The meeting shall include other service providers/community agencies/government agencies who are or should be involved in providing appropriate responses and services to the victim, as appropriate.
 - 2) Confidentiality agreements shall be obtained from a minor victim's parents/legal guardians and should identify the specific agencies involved in the multi-agency meetings utilizing the form and the procedures approved by the CWS/VCM worker. Victims over age 18 may sign confidentiality agreements on their own.
 - 3) The initial written Service Plan shall be completed in consultation with the CWS/VCM worker, participating agencies, and the victim, as appropriate, within 30 days of the referral.

6. The Provider shall provide case status reports (e.g. verbal updates, quarterly summaries, etc.) to the CWS/VCM worker as requested in addition to the following:
 - a. An assessment within two (2) weeks of the referral.
 - b. A Safety Plan within two (2) weeks of the referral.
 - c. A Service Plan within 30 days of the referral.
 - d. A Discharge Plan within two (2) weeks of completion/termination of services.
7. The Provider shall ensure appropriate service transitions for victims to other service providers/community agencies and supports, as applicable, when the contract ends.

C. Administrative/Management requirements

1. Experience

The Provider shall have verifiable experience within the most recent three (3) years in providing services to victims of human trafficking.

2. Ability

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

3. Personnel

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

The Provider shall assure that:

- a. All staff, volunteers, and contracted personnel are at least 18 years old.
- b. All staff, volunteers, and contracted personnel providing direct services shall have, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution. Staff shall also have a minimum of six (6) months of experience in working with victims of human trafficking or a highly similar population. Staff who do not meet the experience requirement may provide direct services only under the close supervision of personnel with, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution and a minimum of six (6) months of experience in working with victims of human trafficking or a highly similar population. Close supervision includes recommended actions and the review and approval of reports.
- c. All staff, volunteers, and contracted personnel shall demonstrate a willingness to work with others, including clients coping with multiple issues and co-workers, as part of a team.
- d. Program supervision, including supervision of staff, volunteers, and contracted personnel, shall be provided by staff with, at a minimum, a Master's degree in social work, psychology, or a related field from an accredited institution and at least one (1) year of experience in working with victims of human trafficking or a highly similar population. A Bachelor's degree and four (4) years of relevant experience may replace the requirement for a Master's degree. Supervision shall include, but not be limited to, individual staff, volunteer, and contract personnel supervision, case reviews, periodic observation of service delivery, and ongoing evaluation of program effectiveness and outcome measures.
- e. Volunteers shall be under the control and direction of the Provider even though they are not paid staff or contracted personnel.

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

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

- g. No job applicant who does not meet the minimum qualifications for a job position shall be hired for work under the contract without written approval from the DHS.
- h. Verifications of education, work experience, certification/license, and waiver as well as job performance information are the responsibility of the Provider and shall be maintained and updated in the staff, volunteers, and contracted personnel files.
- i. The Provider shall comply with the following criminal history requirements:
- 1) The Provider shall conduct an initial criminal history record check and sex offender check as well as submit a consent form to the DHS Licensing Unit for a CWS Central Registry Check for all staff, volunteers, and contracted personnel job applicants who apply to work under the contract, especially those who will be providing direct services as this necessitates close proximity to children.

The Provider shall search www.ecrim.hawaii.gov/ahewa/ (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center) and search www.nsopr.gov (National Sex Offender Registry) prior to hiring staff, volunteers, or contracted personnel.

- 2) Conditional employment in a non-direct service position may be offered to an applicant for a period not to exceed 30 days pending the receipt of the results of the checks.
- 3) The Provider shall have an established procedure to address any criminal conviction results with an applicant. If after such results

have been received and the Provider has discussed the results with the applicant and still recommends hiring the applicant, a request for a waiver shall be submitted to the DHS in writing. The request shall include:

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

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

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

If an applicant has a CWS Central Registry history which may/may not pose a risk to the health, safety, or well-being of children, the Licensing Unit shall contact the applicant and may work with the applicant and the Provider in gathering more details and reviewing the information. The Licensing Unit shall contact the applicant and the Provider with the results of the review.

- 5) No job applicant with a criminal and/or CWS Central Registry history which shall be hired for work under the contract without written approval from the DHS.
- 6) All three checks shall be completed again one (1) year after hire and again every two (2) years thereafter.
- 7) The results of all checks and copies of all consent forms shall be maintained and updated in the staff, volunteers, and contracted personnel files.

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

4. Training

- a. The Provider shall have in place both an initial and an annual training plan for staff, volunteers, and contracted personnel which shall identify

the specific trainings to be provided and the time frames in which they will be provided. The initial trainings shall be completed before staff, volunteers, and contracted personnel may provide direct services without direct supervision.

- b. All staff, volunteers and contracted personnel providing direct services to victims of human trafficking shall have, at minimum, training in the following areas before they provide direct services without direct supervision:
 - 1) An agency orientation including, but not limited to, policies and procedures addressing:
 - a) Intakes, assessments, safety and service planning, and discharge planning.
 - b) Documentation requirements.
 - c) Non-discrimination.
 - d) Confidentiality and ethics.
 - e) Security and safety provision.
 - e) Emergency response and disaster preparedness procedures.
 - 2) The dynamics of human trafficking
 - 3) Trauma informed care.
 - c. A training record shall include the training topics completed, the length of the trainings, the training completion dates, and the trainings facilitators and will be maintained and updated in the staff, volunteers, and contracted personnel files.
 - d. All training shall be provided by appropriately qualified and experienced trainers.
5. The Provider shall have a formal, written process for hearing and resolving grievances of staff, volunteers, and contracted personnel.
 6. Client files
 - a. Client files shall contain basic client information such as name, gender, birthdate, race/ethnicity, address, phone number, marital status (as applicable), language spoken and any LEP concerns, and any health/physical/mental conditions or special needs. Files shall also contain copies of all assessments, safety and service plans, reports, and any other documentation, such as case notes and service referrals.
 - b. Files shall be maintained and updated during the service period.
 - c. Files shall be kept strictly confidential.
 - d. The Provider shall retain client files for six (6) years after the last service date.

7. Reporting requirements for program and fiscal data
 - a. The Provider shall be responsible for the following required program reports:
 - 1) The Provider shall complete the monthly Client Eligibility List (CEL) and Quarterly Activity Report (QAR) in the formats provided by the DHS. The Provider shall report individual information about the victims served as well as the numbers of victims served, service units completed, program activities completed, accomplishments of the program objectives and outcomes, problems encountered, any program recommendations, and proposed future activities. The QAR shall also document any staffing changes.
 - 2) The CEL shall be submitted to the DHS via email by the 15th of the month following the reporting period.
The QAR shall be submitted to the DHS by the last day of the month following the reporting period.
 - b. The Provider shall be responsible for the following required fiscal reports:
 - 1) The Provider shall complete the annual Budget and monthly Expenditure Report in the formats provided by the DHS. The Provider shall summarize its annual projected program and personnel expenditures as well as report the expenditures of contract funds received during the reporting period. The reports shall also list other sources of funding used for the contract, the amounts, and how they were expended, and document all staff and contracted personnel that work under the contract.
 - 2) The annual Budget shall be due by April 30 of the current fiscal year for the following fiscal year.
The Expenditure Report shall be submitted by the 15th of the month following the reporting period.
 - c. See Attachments, Section 5 of this RFP for samples of the program and fiscal reports.
8. Output and performance and outcome measurements
 - a. The Provider shall maintain the capacity to deliver services throughout the contract term as specified in the Performance Measurement Forms A, B, and C, Section 2 of this RFP.
 - b. The effectiveness of the contract shall be evaluated according to the utilization of the services, the numbers of the various service activities provided, and the outcomes achieved.

- c. Unless otherwise agreed to in writing, the number of clients to be served and the numbers of the various service activities to be provided shall change in proportion to any funding changes.
- d. See the Performance Measurement Forms A, B, and C at the end of this Section 2 of this RFP.

9. Quality assurance and evaluation specifications

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

10. Insurance requirements (see 1.4, General Conditions, Section 1 and #2. Special Conditions, Section 5 of this RFP)

- a. The Provider shall maintain throughout the contract term the following insurance coverage:
 - 1) General Liability Insurance of no less than \$1 million per occurrence and \$2 million annual aggregate for bodily injury and property damage.
 - 2) Automobile Liability Insurance of no less than \$1 million per accident for any auto, non-owned autos, and hired autos.
 - 3) Professional Liability Insurance (Errors and Omissions) of no less than \$1 million per claim and \$2 million annual aggregate.
- b. The State of Hawaii shall be named as an additional insured on the Certificate of Insurance.
- c. The Provider shall include any subcontractor as additional insured under its policies or provide to the DHS separate Certificates of Insurance and endorsements for each subcontractor. Any subcontractor shall comply with the same insurance requirements as the Provider.
- d. The DHS reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.

11. Hawaii Compliance Express (HCE)

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

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

D. Facilities

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

2.5 Compensation and Method of Payment

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

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

- Cost reimbursement where the State pays the Provider up to a maximum annual contract amount for budgeted costs actually expended in the delivery of contracted services.
- Fixed rate cost where the State pays the Provider up to a maximum annual contract amount a service unit rate for the delivery of a set number of service units.

- Base cost/Fixed rate cost combination where the State pays the Provider a base cost for operations plus a fixed rate cost for delivered units.
- Negotiated rate where the State determines a set number of service units needed and negotiates with the Provider a delivery cost for the service units. The cost divided by the number of units needed determines a service unit rate.

A. Units of service

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

B. Method of compensation and payment

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

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

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

2. The Provider shall not require any additional fees from victims for services provided through this contract without the prior approval of the State.
3. The Provider shall not use funds received through this contract for services and costs for which it received compensation from other State, federal, or other sources.

<u>FORM A: PEOPLE TO BE SERVED</u>	ANNUAL GOAL FOR CONTRACT YEAR			
	Victims	Parents/ Guardians	Other Caregivers	TOTAL
1. Total # of people served by geographic area (unduplicated)	20	30	20	70
a. Hawaii				
c. Kauai				
d. Lanai				
e. Maui				
f. Molokai				
g. Oahu				
2. # of people served by gender (unduplicated)				
a. Female				
b. Male				
c. LGBTQ				
1) Transgender Male to Female				
2) Transgender Female to Male				
3) Other (e.g., gender non-conforming, unidentified, etc.)				
3. # of people served by age group (unduplicated)				
a. 0-9 years				
b. 10-13 years				
c. 14-17 years				
d. 18-20 years				
e. 21-59 years				
f. 60+ years				
g. Unknown				
4. # of people served by ethnicity (duplicated)				
a. American Indian/Alaskan Native				
b. African-American/Black				
c. Caucasian/White				
d. Chinese				
e. Filipino				
f. Hawaiian/Part-Hawaiian				
g. Hispanic/Latino				
h. Japanese				
i. Korean				
j. Melanesian (Fijian, New Guinean, Solomon Islander, etc.)				

<u>FORM A: PEOPLE TO BE SERVED</u> <u>(Continued)</u>	ANNUAL GOAL FOR CONTRACT YEAR			
	Victims	Parents/ Guardians	Other Caregivers	TOTAL
k. Micronesian (Chamorro, Marshallese, Chuukese, Palauan, Kosrean, Pohnpeian, etc.)				
l. Multiple ethnicities (not Part-Hawaiian & not Part-Hispanic)				
m. Other Pacific Islander				
n. Samoan				
o. Tongan				
p. Southeast Asian (Cambodian, Laotian, Thai, Vietnamese, etc.)				
q. Other ethnicity not listed above				
r. Unknown				

<u>FORM B: SERVICE ACTIVITIES</u>	ANNUAL GOAL FOR CONTRACT YEAR		
	CWS	VCM	TOTAL
1. # of referrals received	15	5	20
2. # of victims accepted for services			
3. # of victims not accepted for services			
4. # of victims who received crisis response services			
5. # of victims who received counseling services			
6. # of parents/legal guardians who received services			
7. # of other caregivers who received services			
8. # of victims who received advocacy services			
9. # of victims who received mentorship services			
10. # of victims provided referral/linkage for:			
a. Food, clothing, or other immediate needs			
b. Forensic examination			
c. Forensic interview			
d. Medical/dental health care			
e. Clinical/Trauma assessment and treatment			
f. Behavioral health assessment and treatment			
g. Substance abuse assessment and treatment			
h. CAMHD services			
i. Placement			
j. Child care			
k. Transportation			
l. Temporary Restraining Order application assistance			
m. Legal assistance			
n. Immigration relief			
o. Labor/employment remedies			
p. Education/training programs			

<u>FORM C: OUTCOMES</u>	ANNUAL GOAL FOR CONTRACT YEAR		
	CWS	VCM	TOTAL
1. % of initial face-to-face contact with victims completed timely (within 6 hours of referral)	95%	95%	95%
2. % of assessments completed timely (within 2 weeks of referral)	95%	95%	95%
3. % of safety plans completed timely (within 2 weeks of referral)	95%	95%	95%
4. % of multi-agency meetings held timely (within 2 weeks of referral)	95%	95%	95%
5. % of initial service plans completed timely (within 30 days of referral)	100%	100%	100%
6. % of discharge plans completed timely (within 2 weeks of program completion/termination)	100%	100%	100%
7. % of victims who participated in services	80%	80%	80%
8. % of victims who reported they were not involved in sex or labor trafficking during participation in the program	80%	80%	80%
9. % of victims who demonstrated increased knowledge and skills related to human trafficking and achieving safety	80%	80%	80%
10. % of victims who demonstrated positive behavioral changes	80%	80%	80%
11. % of victims who left the program prior to completion	20%	20%	20%