

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals (RFP)

SSD-16-POS-3005

**PROMOTING SAFE AND STABLE
FAMILIES**

KA'U HAWAII

RFP Posting Date: January 22, 2016

**RFP Proposal Submission Deadline:
February 29, 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 Promoting Safe and Stable Families services in Ka'u Hawaii. The attached Request for Proposals (RFP) SSD-16-POS-3005 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 Teleconference will be held on January 29, 2016, 9:30 a.m. to 11:30 a.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 Teleconference. For further information about the Orientation, to participate, or for special accommodations, please contact Ms. Christine Gamboa, POS Specialist/RFP Contact Person, at (808) 586-5687 or at cgamboa@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 29, 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 29, 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 29, 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. Christine Gamboa, POS Specialist
Phone: (808) 586-5687
Email: cgamboa@dhs.hawaii.gov

PLEASE BE ADVISED:

1. Proposal submissions attempted after **February 29, 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 29, 2016, 4:30 p.m. Hawaii Standard Time (HST)** but received after **February 29, 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.

RFP Table of Contents

Section 1 Administrative Overview

1.1	Procurement Timetable	1-1
1.2	Website Reference	1-2
1.3	Authority	1-2
1.4	RFP Organization.....	1-3
1.5	Contracting Office.....	1-3
1.6	RFP Contact Person	1-3
1.7	Orientation	1-4
1.8	Submission of Questions.....	1-4
1.9	Submission of Proposals	1-5
	A. Forms/Formats.....	1-5
	B. Program Specific Requirements	1-5
	C. Multiple or Alternate Proposals	1-5
	D. Hawaii Compliance Express (HCE)	1-6
	E. Wages Law Compliance.....	1-6
	F. Campaign Contributions by State and County Providers/Contractors.....	1-7
	G. Confidential Information	1-7
	H. Proposal Submissions.....	1-7
1.10	Discussions with Applicants	1-7
1.11	Opening of Proposals	1-7
1.12	Additional Materials and Documentation	1-8
1.13	RFP Amendments	1-8
1.14	Final Revised Proposals	1-8
1.15	Cancellation of Request for Proposals	1-8
1.16	Costs for Proposal Preparation.....	1-8
1.17	Provider Participation in Planning	1-9
1.18	Rejection of Proposals	1-9
1.19	Notice of Award.....	1-9
1.20	Protests	1-10
1.21	Availability of Funds	1-10
1.22	General and Special Conditions of the Contract.....	1-10
1.23	Cost Principles	1-11

Section 2 Service Specifications

2.1	Introduction	
	A. Overview and Purpose.....	2-1
	B. Planning Activities Conducted in Preparation for this RFP	2-1
	C. Service Goals.....	2-2
	D. Target Population to be Served	2-3
	E. Geographic Coverage of Service.....	2-3
	F. Period of Availability, Probable Funding Amounts, and Sources	2-3
2.2	Contract Monitoring and Evaluation	2-4

2.3	General Requirements	2-4
	A. Specific Qualifications or Requirements.....	2-4
	B. Secondary Purchaser Participation.....	2-6
	C. Multiple or Alternate Proposals	2-6
	D. Single or Multiple Contracts to be Awarded.....	2-7
	E. Single or Multi-Term Contracts to be Awarded.....	2-7
2.4	Scope of Work	2-7
	A. Service Activities	2-9
	B. Administrative/Management Requirements.....	2-10
	C. Facilities	2-13
2.5	Compensation and Method of Payment.....	2-13
	Performance Measurement Forms A, B, and C.....	2-14

Section 3 Proposal Application Instructions

	General Instructions for Completing Applications.....	3-1
3.1	Program Overview	3-2
3.2	Experience and Capability	3-2
	A. Necessary Skills	3-2
	B. Experience	3-2
	C. Facilities	3-2
3.3	Project Organization and Staffing.....	3-3
	A. Staffing	3-3
	B. Project Organization.....	3-4
3.4	Service Delivery.....	3-4
	A. Direct Service Plan Provision.....	3-5
	B. Coordination of Services	3-5
	C. Performance Measurement Forms A, B, and C.....	3-6
	D. Quality Assurance and Evaluation	3-6
	E. Grievance and Dispute Resolution Procedures	3-6
3.5	Financial.....	3-6
	A. Pricing Structure: Proposed Budget	3-6
	B. Other Financial Related Materials: Financial Audit.....	3-8
3.6	Other.....	3-8
	A. Litigation Information	3-8
	B. Certification Regarding Lobbying.....	3-8
	C. Administrative Assurances.....	3-8

Section 4 Proposal Evaluation

4.1	Introduction.....	4-1
4.2	Evaluation Process	4-1
4.3	Evaluation Criteria	4-1
	A. Phase 1 – Evaluation of Proposal Requirements.....	4-1
	B. Phase 2 – Evaluation of Proposal Application	4-2
	C. Phase 3 – Notice of Award or Non-Award	4-7

Section 5 Attachments

Attachment A	Proposal Application Checklist.....	5-1
Attachment B	Proposal Application Identification Form (SPO-H-200)	5-2
Attachment C	Sample Proposal Table of Contents	5-4
Attachment D	Criminal Conviction Record Check Standards and Protective Services Central Registry Standards.....	5-6
Attachment E	General Conditions	5-15
Attachment F	Special Conditions	5-16
Attachment G	Administrative Assurances	5-27
Attachment H	Program and Fiscal Report Formats	5-29
	1. Quarterly Activity Report	
	2. Client Eligibility List	
	3. Expenditure Report	
	4. Invoice	
	5. Limited English Proficiency Form	

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)	1/22/2016
Distribution of RFP	1/22/2016
RFP Orientation	1/29/2016 9:30 a.m. - 11:30 a.m. HST
Applicants' submission of written questions for written responses deadline	2/2/2016 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	2/29/2016 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	7/1/2016

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. Christine Gamboa
Purchase of Services Unit
Phone: (808) 586-5687
Email: cgamboa@dhs.hawaii.gov

1.7 Orientation

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

Date:	Tuesday, January 19, 2016
Time:	12:00 p.m. to 2:30 p.m.
Teleconference Phone Number:	1-888-482-3560
Access Code:	5868256

The Orientation shall be held via teleconference. To attend the Orientation the Applicant shall contact Ms. Gamboa at (808) 586-5687 or cgamboa@dhs.hawaii.gov as soon as possible and provide their name, title, agency, telephone number, and email address as well as the number of people planning to attend the meeting with their information.

1.8 Submission of Questions

The Applicant is encouraged to submit written questions to Ms. Gamboa at cgamboa@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 2, 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

2.1 Introduction

A. Overview, purpose or need

The Department of Human Services, Social Services Division, Child Welfare Services Branch (Department) provides social and case management services to children and their biological, extended, foster, or adoptive families to ensure safe, nurturing, and permanent families for Hawaii’s children. The Department was awarded its first “Promoting Safe and Stable Families,” Title IV-B, Subpart 2 grant, a federal capped entitlement under the Social Security Act and the Child Abuse Prevention and Treatment Act, in September 1994.

The Department of Human Services is seeking proposals for the provision of Title IV-B, Subpart 2 services to achieve safe, nurturing, and permanent families for children in the Kau area of East Hawaii. Services include family support, family preservation and time-limited family reunification.

The purposes of the Title IV-B subpart 2 grant, a federal capped entitlement under the Social Security Act, are:

- 1) To prevent child maltreatment among families at risk through the provision of supportive family services
- 2) To assure children's safety within the home and preserve intact families in which children have been maltreated when the family's problems can be addressed effectively
- 3) To address the problems of families whose children have been placed in foster care so that reunification may occur in a safe and stable manner in accordance with the Adoption and Safe Families Act of 1997
- 4) To support adoptive families by providing support services as necessary so that they can make a lifetime commitment to their children.

The following Title IV-B subpart 2 services are being purchased to achieve safe, nurturing families for children:

B. Planning activities conducted in preparation for this RFP

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

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

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

X	Views of <u>provider organizations</u> on how to improve service specifications; a request for information (RFI) process may have been used for this purpose;
X	Information from POS monitoring and other <u>reports</u> for current contracts; and
X	Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

C. Description of the service goals

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

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

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

1. The safety of children is the paramount concern that must guide all child welfare services. Child safety must be the paramount concern when making service provision, placement, and permanency planning decisions.
2. Reasonable efforts to maintain and reunify families are important except when it is determined that the child's safety in the family cannot be assured. Thus, risk and safety assessment skills are important in maintaining the quality of child welfare services and decision making.
3. Children should be helped to stay with or return to their families, when safety can be assured, through the provision of timely, appropriate, quality, individualized service activities and supports that build on the strengths of children and families and are responsive to their needs.
4. If children cannot remain safely in their homes, foster care and other temporary placements should be considered as an extension of family life rather than as an alternative to it. The child's need for attachment should be addressed through strengthening the family as a resource for the child.
5. Family crises provide opportunities to the families to address problems. When timely, high quality, and appropriate services are provided to families in crisis, family members, Child Welfare Services Branch staff, and Family Courts are able to make informed decisions about biological, foster, or adoptive parents' ability to protect and care for their

children.

6. Service activities must be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
7. Service activities must be competent, culturally appropriate and responsive to the strengths, needs, values and preferences of the child and family, and delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties. Service activities must address the physical, social, emotional, and educational needs of the child and the family's ability to protect the child. Service activities must provide clear and attainable goals and objectives for each participant.
8. Service activities must be individualized, addressing the unique capacities and needs of each child and family.
9. Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

D. Description of the target population to be served

The target population for Title IV-B Subpart 2 services under this RFP includes families with children in the **Kau area of East Hawaii** who 1) are active CWS cases and referred by CWS; and 2) only if capacity allows, referrals may be accepted from other professional agencies; 3) are victims or are at-risk of child abuse and/or neglect. The proposal should reflect an effort to strengthen and stabilize families with substance abuse problems and should be inclusive of children in parenting activities, where appropriate.

DHS Child Welfare Services referrals will have first priority and other referral will be accepted only if capacity allows.

E. Geographic coverage of service

The geographic area of services for this RFP is the Kau area of East Hawaii.

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

This contract will be for six years. The amount of public funding for FY 2016 will be \$197, 259 each year. The amount of funding for subsequent years will depend on performance and the availability of federal funding.

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

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

During the term of the contract the parties may renegotiate terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, and penalties. At the time of the renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."

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
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

2.3 General Requirements

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

1. At the request of the STATE, the PROVIDER must submit to the STATE, if applicable, subcontracts with other agencies for services under this Agreement, prior to the service being provided, for review for appropriateness and relevancy. The PROVIDER shall ensure that all subcontractors comply with the requirements of the contract which includes this RFP. Upon the request of the STATE, the PROVIDER shall submit documentation of the subcontractor's compliance with the requirements of the contract.
2. The PROVIDER must not charge families for contracted services without the prior approval of the STATE.
3. The PROVIDER must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The PROVIDER must not require nor depend on the Department's staff to provide service activities in the event that program resources are not available due to the above situations.
4. The PROVIDER must ensure smooth transitions between service activities for families under the contract and, if applicable, to a new service PROVIDER when the contract ends.

5. As applicable the PROVIDER must provide timely and accurate case documentation to the Department's staff. The documentation must include case status reports, case discharge reports, and other documentation necessary to monitor and evaluate the quality, quantity, and timeliness of service activities.
6. As applicable services must be provided within contracted time limits, or if no time limits are specified, within a reasonable time as well as on weekends and evenings to accommodate clients' work hours.
7. Unless otherwise agreed, the PROVIDER must make available each service activity specified in this RFP in all designated geographical areas to the full extent of the proposed and contracted program resources and funding. Recruitment of staff from the specific geographic area is preferred.
8. The PROVIDER must maintain throughout the term of the contract a system for evaluating the effectiveness of the activities provided with respect to client outcomes. The evaluation process must include tools or instruments to be used to identify client indicators of change and include a process for making improvements or taking corrective action based upon the evaluation findings.
9. The PROVIDER must evaluate its program by using credible and tested measurement tools for program effectiveness in meeting performance and quality standards. Upon request the PROVIDER must provide copies of its evaluation documentation, and any reports that include the contracted service, to the Department.
10. When disagreement between the PROVIDER's staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department of Human Services shall prevail. Failure on the part of the PROVIDER to comply shall be deemed cause for corrective action and subject to contractual remedies.
11. During the term of the contract the parties may renegotiate terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."
12. The contract will be modified if necessary to comply with any changes in federal or State statutes or rules or the requirements of various funding sources. In the event such changes are necessary, the Department will notify the PROVIDER in writing of the need for the

change and the proposed changes. The PROVIDER will have the opportunity to discuss the changes prior to their implementation.

13. The applicant shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/1//98), which can be found in the POS Manual.
14. The provider must provide service activities in concurrence with the Department's statutory mandates under 45 CFR 1340, Chapters 346, 350, and 587, HRS and Hawaii Administrative Rules. The provider must provide services in concurrence with the Department's philosophy and treatment goals related to child safety, permanency, and child and family well-being.
15. The provider, together with the family and the DHS worker, must develop an individualized case plan consistent with the Department's case plan that provides clear goals, objectives, and service activities based on specified outcome expectations. The provider must assure that the family understands the goals and objectives and that ongoing feedback and progress reports are furnished to the family and the Department.
16. For each program participant with an active DHS-CWS case, the provider shall submit, at minimum, quarterly written client progress reports to the DHS-CWS social worker. The reports shall be in a format approved by the Department and shall include, at a minimum, a description of services requested, the client's participation in services, compliance to the service plan and expected completion of service plan and other information as requested by the worker and/or the Court.
17. The provider must coordinate with the Department, the Regional Planning Committee and other resources within the community to prevent duplication of services and ensure smooth transitions between service activities for families under the contract or when the contract ends.
18. The applicant must provide reasonable accommodations to assure the applicant's capacity to deliver services to those clients with minimal English speaking abilities or physical limitations.

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

After-the-fact secondary purchases will be allowed.

Planned secondary purchases-none

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:

If “Multiple” or “Single & Multiple” is checked, then multiple contracts may be awarded for any combination of geographic areas specified above if the STATE determines that multiple contracts will be more advantageous in terms of cost effectiveness (outcomes and outputs per funding) and whether the Department desires a choice among providers. The highest scoring applicants will be awarded multiple proposals. The relative funding of the multiple awardees will be limited by available funding for the geographic area(s) to be served and will be allocated at the discretion of the Department taking into account factors that may include but not be limited to availability, accessibility, and proposed configuration of the service activities.

E. Single or multi-term contracts to be awarded

(Refer to HAR §3-149-302)

 Single term (< 2 yrs) Multi-term (> 2 yrs.) per Contract Terms*
Contract Terms:**Initial term of each contract:** One (1) year anticipated to be 7/1/2016 through 6/30/2017**Length of each extension:** One (1) year unless otherwise agreed by the State**# of possible extensions:** Four (4) annual extensions**Maximum length of contract:** Five (5) years from 7/1/2016 through 6/30/2021 subject to the Option to Extend provision in the Special Conditions of the contract. See Exhibit “E”, Special Conditions, in Section 5 of this RFP.**Conditions for extensions:**

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

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)

The service activities shall be community based and accessible to families in the Kau area.

1. Assessment and Coordination and Linkage

Assessments must be performed by qualified and certified staff. Assessments performed for CWS clients shall be provided upon request and at the discretion of the CWS staff. Comprehensive assessments shall evaluate the individual's strengths, needs, and ability to protect children, determine any and all appropriate service activities, and provide coordination and linkage with appropriate community and programs to facilitate client designed service delivery.

2. Individualized Program Planning

Provision of services to CWS clients under this contract must employ a collaborative model between the CWS social worker and the provider. To determine the individualized program plan, a telephone consultation or a face-to-face case conference will be held no later than one week from the date of referral. The consultation or conference must include the input of the client, the CWS worker, and the provider. The consultation or conference shall result in an individualized program plan signed by the client, CWS social worker, and provider to determine the services that will be provided.

Individualized program planning for non-CWS referrals must also employ a collaborative model between the program provider and the client through in-person consultation. The consultation shall result in an individualized program plan signed by the client and provider.

3. Case Management

The provider shall accept referrals, document the activity requested, receive information and documents from Department staff, perform assessments, set up and facilitate the individualized program planning meeting, write up the individualized program plan for signature, and coordinate and manage client services to achieve established goals. At the request of the Department's staff, the provider shall arrange for case conferences, including the revision of the individualized program plans.

Case conferences and individualized program planning meetings may be by telephone or be face-to-face meetings. Families shall be included whenever feasible and appropriate. Meetings shall be scheduled at a time and place that accommodates the Department's staff and families to the greatest extent possible.

Any services to individuals or families involved in, or in need of sexual abuse treatment must include the POS sex abuse treatment provider to ensure that program planning activities are well coordinated and consistent with the sexual abuse treatment plan.

4. Counseling Services

Counseling and support services include individual, conjoint, and family counseling for families with children who are at risk of being abused or neglected. Services are intensive and focused on issues that present risk to the child or children. Services shall be delivered to families with children in or out of the home. Counseling services shall be:

- a. Psychotherapy.
- b. Problem solving skill building.
- c. Communication skill building.
- d. Coping skill building.
- e. Behavior management training.
- f. Education on child development.

5. Parental Life Skills Groups:

Program components may include, but are not necessarily limited to, individual and group activities, which focus on:

- a. Parenting groups to enhance child management skills by using simple, concrete techniques taught in a group format, employing both educational materials and skill building exercises; providing information on normal child development stages.
- b. Parenting groups for parents with substance abuse problems to encourage and facilitate the parents understanding of the effect their substance abuse has on their children and to support, and encourage and facilitate the parents' participation in substance abuse treatment services.
- c. Socialization groups to develop concrete, everyday problem solving abilities as well as to learn how to interact with other people more productively.

6. Outreach Services

Outreach services are follow-up services to those families whose children have been or are at risk of being abused and neglected who remain in the family home or who may be in foster care. The in-home portion serves families who are receiving or have received counseling services and are in need of regular, less frequent visits, including but not limited to:

- a. Regular visits in home.
- b. Hands on instruction in parenting.
- c. Practical life skills instruction.
- d. Role modeling.
- e. Budgeting.
- f. Nutrition.
- g. Literacy

B. Management Requirements (Minimum and/or mandatory requirements)**1. Personnel**

- a. The PROVIDER shall comply with standards established by the Department's Social Services Division for criminal conviction record checks and protective services registry checks which are attached in Section 5 of this RFP.
- b. The provider shall demonstrate the experience and qualifications relevant to the services being purchased. Staff should have the educational qualifications, necessary training, and appropriate licensure to provide the activities specified.
- c. Counseling and clinical therapy require, at a minimum, staff with a master's degree in social work or a related field from an accredited institution with a minimum of one-year experience.
- d. Educational, supportive services, and mentoring staff shall have, at minimum, a bachelor's degree from an accredited institution or equivalent training and experience approved by the Department. Staff shall be under the supervision and direction of a program coordinator with a master's degree in social work or related field. Substitution of a master's degree in a related field and demonstrated experience in counseling/rehabilitative services may be considered for the supervisor.
- e. Staff must have experience in dealing with domestic violence, child abuse and neglect and substance abuse; and must be willing to work with families that present safety issues. In lieu of experience, staff must have received training in these areas.
- f. All staff must be licensed, where applicable, to practice in the State of Hawaii.
- g. When disagreement between the provider staff, the Regional Planning Committee, and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department shall prevail. Failure on the part of the provider to comply shall be deemed cause for corrective action and subject to contractual remedies.

2. Administrative

The provider shall accept only families who are referred by the Department of Human Services or other professionals who identify the children as being harmed or at risk for abuse or neglect.

The PROVIDER shall implement policies and procedures to maintain personnel/provider files of training, supervision, credentialing, and ongoing monitoring on all mental health professional/staff performance.

The PROVIDER shall maintain the necessary infrastructure to support the provision of services in compliance with the standards as specified herein.

The PROVIDER shall maintain supporting documentation for credentialing in separate files on PROVIDER's premises. The PROVIDER must make this information available to DHS as requested.

The PROVIDER shall collect maintain and report to DHS, on a quarterly basis, information documenting progress towards achieving the outcome objectives cited in this RFP.

The PROVIDER shall allow DHS representatives or any authorized representatives full access to all case files and administrative records for the purpose of program evaluation and/or contract monitoring.

The PROVIDER shall maintain and show proof of:

1. General liability (GL) insurance of no less than \$1 million per occurrence, \$2 million annual aggregate,
2. Automobile (auto) insurance of no less than \$1 million per accident and,
3. Professional liability (Errors and Omissions) of no less than \$1 million per claim, \$2 million annual aggregate.

The STATE reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.

Subcontracting will be allowed per prior approval from DHS.

3. **Quality assurance and evaluation specifications**

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

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

4. Output and performance/outcome measurements

- a. The Provider shall maintain the capacity to deliver services throughout the contract term as specified in Performance Measurement Forms A, B, and C.
- b. The effectiveness of the contract shall be evaluated according to the utilization of the service, the amount of various service activities provided, and the outcomes achieved.
- c. Unless otherwise agreed to in writing, the numbers to be served and the amount of service activities to be provided shall change in proportion to any changes in funding.
- d. See Performance Measurement Forms A, B, and C, in Section 2 of this RFP

5. Experience

The PROVIDER shall demonstrate a thorough understanding of the purpose and scope of the service activities, as well as the necessary skills, abilities, and knowledge of, and experience relating to the delivery of the proposed services.

6. Coordination of services

The PROVIDER shall coordinate with related agencies, schools, and community efforts and resources to foster interactions and environments that promote positive development and healthy behaviors for families, children and youth.

7. Reporting requirements for program and fiscal data**a. Required Program Reports:**

Quarterly and year end reports shall be submitted in a format specified by the Department in which the provider summarizes major activities undertaken during the report period. Data to be reported includes the number of service units provided, the number of persons serviced, accomplishments of program outcomes and objectives, problems encountered, recommendations, and proposed future activities.

Program report forms are located in RFP Section 5.

b. Required Fiscal Reports:

- 1) The PROVIDER shall submit monthly invoices in the format provided by the Department.
- 2) The PROVIDER shall submit monthly and year end reports listing total expenditures of contract funds, contract revenues received, collections and expenditures from program income and/or other sources of funding according to a schedule established by the Department.

Fiscal report forms are located in RFP Section 5.

C. Facilities

The service activities shall be community based and accessible to families in the Ka'u area.

The PROVIDER shall obtain and maintain adequate facilities for satisfactory delivery of contracted services. The PROVIDER's facilities shall meet ADA requirements as applicable and special equipment that may be required for services.

2.5 COMPENSATION AND METHOD OF PAYMENT

Unless otherwise agreed between the PROVIDER and the Department, the pricing structure for this service is checked below. Pricing structures may be revised by mutual agreement throughout the term of the contract.

Cost reimbursement where the State pays the contractor for budgeted costs that are actually incurred in delivering the services specified in the contract, up to a stated maximum contract amount.

Fixed rate where the State pays the contractor a set rate for a defined unit of service up to a stated maximum contract amount. The State and the contractor agree on the number of units of service to be delivered for the stated contract amount.

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

FORM A - PEOPLE TO BE SERVED

ORGANIZATION: _____

PROGRAM/SERVICE: Promoting Safe and Stable Families Services- Ka'u Hawaii

SITE: East Hawaii

PEOPLE TO BE SERVED	ANNUAL
1. Families Served	
2. Adults Served	
3. Children Served	

FORM B – SERVICE ACTIVITIES

ORGANIZATION: _____

PROGRAM/SERVICE: Promoting Safe and Stable Families Services- Ka'u Hawaii

SITE: East Hawaii

SERVICE ACTIVITIES	ANNUAL
1. Assessments a) # of adults b) # of children c) # of families	
2. Coordination and Linkage of Service a) # of referrals made that resulted in services for: <ul style="list-style-type: none"> • Adult • Child • Family *list the services referred	
3. Families who participated in case planning sessions which resulted in the development of an individualized program plan: <ul style="list-style-type: none"> a. # of CWS families: b. # of non-CWS families: Case planning must address any of the following competencies which are relevant to the family: <ul style="list-style-type: none"> • The parents/caregivers ability to protect the children • The parents/caregivers ability to meet the needs of the children • The parents/caregivers ability to problem solve • The parents/caregivers ability to maintain the safety of the children 	
4. Counseling Services for CWS families <ul style="list-style-type: none"> a. # of adults provided with individual counseling: b. # of children provided with individual counseling: c. # of families provided family counseling: d. # of individuals provided group counseling: e. # of individuals receiving problem solving, communication, coping skill building/ behavior management training/education on child development services/supports: 	

<p>5. Counseling Services for non CWS families</p> <ul style="list-style-type: none"> a. # of adults provided with individual counseling: b. # of children provided with individual counseling: c. # of families provided family counseling: d. # of individuals provided group counseling: e. # of individuals receiving problem solving, communication, coping skill building/ behavior management training/education on child development 	
<p>6. Individuals receiving parental life skills and supports</p> <ul style="list-style-type: none"> a. # of CWS b. # of non CWS Educational Activities 	
<p>7. Families receiving Outreach services:</p> <ul style="list-style-type: none"> a. # CWS families: b. # non CWS families: 	
<p>8. Families can receive multiple outreach services depending on their Individualized Program Plan (IPP).</p> <p># of Families receiving the following outreach services:</p> <ul style="list-style-type: none"> a. Regular visits in home. b. Hands on instruction in parenting. c. Practical life skills instruction. d. Role modeling. e. Budgeting. f. Nutrition. g. Literacy 	

FORM C - OUTCOMES

ORGANIZATION: _____

PROGRAM/SERVICE: Promoting Safe and Stable Families Services- Ka'u Hawaii

SITE: East Hawaii

OUTCOMES	ANNUAL
1. Families completing service plan	80%
2. Families completing service plan that have established and implemented a child safety plan at case closure	95%
3. Families completing service plan that have no new report of child abuse or neglect at 3 month follow-up	90%
4. Families completing service plan that have no new report of child abuse or neglect at 6 month follow-up	95%
5. % of parents/caregivers who demonstrate improvement in the following competencies while participating in the program (based on expected outcomes specified in the DHS family services plan and documented by pre- and post-assessment or testing) a. The ability to protect their children b. The ability to meet their children's needs c. The ability to problem solve d. The ability to maintain the safety of the home	80%
6. % of families who accomplish the goals contained in the individualized program plan (IPP) upon discharge	75%

Section 3

Proposal Application Instructions

General instructions for completing the Proposal Application:

- *The Proposal Application (SPOH-200A) may be found on the SPO website (see 1.2 Website References and 1.9 A. Forms/Formats, Section 1 of this RFP). However, the website form will not include items specific to this RFP. If using the website form, the Applicant shall include **all** of the items listed in this Section 3.*
- *The Applicant is **strongly encouraged to review the evaluation criteria in Section 4** of this RFP when completing the Application.*
- *A written response shall be required for **each** item in the Application unless otherwise indicated. Failure to answer any of the items shall affect the Applicant's score.*
- *The Applicant shall include a Table of Contents in the Application (see Table of Contents, Section 5 of this RFP).*
- *In the Application the numerical outline, titles/subtitles, the Applicant's name, and the RFP number in the top right hand corner of each page shall be retained. However, the red instructions may be deleted.*
- *12 point font size shall be used.*
- *1 inch margins shall be used.*
- *Page numbering of the Application shall be consecutive beginning with Page One (1) and continuing through for each section (see Table of Contents, Section 5 of this RFP).*
- *The Application may be submitted in a three ring binder.*
- *Tabbing of sections of information is recommended.*

The Proposal Application is comprised of the following sections. The DHS prefers that the Applicant limits the number of pages for the narrative portion of each section to the recommended number below but encourages the Applicant to include any information the applicant deems necessary even if the limits are exceeded (required attachments are not included):

- *Proposal Application Identification Form (1 page)*
- *Table of Contents (2 pages)*
- *Program Overview (2 pages)*
- *Experience and Capability (10 pages)*
- *Staffing and Project Organization (12 pages)*
- *Service Delivery (25 pages)*
- *Financial (8 pages)*
- *Other: Litigation Information
Certification Regarding Lobbying
Administrative Assurances*

3.1 Program Overview

No points are assigned to Program Overview. The intent of this section is for the Applicant to provide the evaluators with a brief overview of the Applicant's mission, the program and services being proposed, and the goals and objectives of the proposed service activities considering the assessed needs and available resources for the target population and geographic service areas.

3.2 Experience and Capability (11 points)

A. Necessary Skills (5 points)

The Applicant shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. The Applicant may provide service outcome reports and letters of community support (optional). Reports/letters shall be attached to the Application.

B. Experience (5 points)

The Applicant shall have verifiable experience within the most recent three (3) years relative to the service activities specified in Section 2 of this RFP.

The Applicant shall provide information demonstrating the ability and experience of providing services to meet the needs of different individuals, cultures, and communities, including individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have any disability.

The Applicant shall provide the following information regarding each of its pertinent contracts/projects listed:

1. Contract/project identification number.
2. Contracting agency.
3. Name of contact person, phone number, email address, and mailing address of the contracting agency.
4. Title and a brief description of the service.

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

The DHS reserves the right to verify the Applicant's experience.

C. Facilities (1 point)

The Applicant shall provide the street address/es of its facilities, a description of its facilities, and demonstrate its/their adequacy in relation

to the proposed services. The Applicant shall also specify how the facilities meet ADA requirements and describe any special equipment that may be required to deliver the proposed services.

If the facilities are not presently available, the Applicant shall provide detailed plans regarding how the facilities will be secured/prepared to allow for service delivery by the contract start date.

3.3 Staffing and Project Organization (15 points)

A. Staffing

1. Proposed staffing (5 points)

The Applicant shall describe a reasonable staffing pattern, client/staff ratio, and caseload capacity appropriate for the delivery of the proposed services. The Applicant shall justify the proposed staffing pattern taking into account the numbers of people to be served and the levels of service activities to be provided. The Applicant shall list the positions for all program, management, and fiscal staff proposed as full-time or part-time employees under the contract. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.

Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff.

2. Staff qualifications (4 points)

The Applicant shall provide position titles and descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly, including back-up staff for direct service staff. Position titles shall match the titles listed on the organization charts outlined below. The Applicant shall also provide clear documentation that all staff has the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications must meet the minimum personnel requirements specified in Section 2 of this RFP and be sufficient to ensure quality program/service delivery.

The Applicant shall have program accommodations to provide services to a multicultural and multilingual population, including immigrants. Staff shall have experience in providing services to this population.

Staff shall also be familiar with the range of community services available for the target population.

Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff.

B. Project Organization

1. Supervision and training (5 points)

The Applicant shall describe its ability and a plan to **supervise, train,** and provide administrative direction to staff relative to the delivery of the proposed services.

2. Organization charts (1 point)

The Applicant shall explain its **approach and rationale** for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks. The Applicant shall also provide:

- a. An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.
- b. A Program Specific Chart that details for each position budgeted to the contract:
 - 1) The position title from the position description.
 - 2) The minimum qualification level (e.g. high school diploma, Bachelor's degree, Master's degree).
 - 3) The full-time equivalency (FTE) to the Applicant's agency and to the program.
 - 4) The lines of authority/supervision.

The Organization-Wide and Program Specific Charts shall both be attached to the Application. The position titles in the Charts shall match the titles in the position descriptions noted above.

Note: If the Applicant proposes the use of subcontracting, the Applicant shall also include the above information for the proposed subcontracted staff.

3.4 Service Delivery (65 points)

The Applicant shall explain a clear, practical approach to the service activities, service delivery, and management requirements outlined in Section 2 of this RFP, including best practice, how the major service activities and tasks will be

completed, well-defined work assignments and responsibilities, and logical timelines/schedules, as applicable.

Note: It shall not be acceptable for the Applicant to simply repeat language in the RFP when addressing the specific service activities and tasks.

A. Direct Service Plan Provision (40 points)

1. The Applicant shall provide specific information about its referral and case closure process including, but not limited to:
 - a. How client referrals will be received and processed.
 - b. How the client and the DHS will be notified of the program's response to the referral.
 - c. How the client will be discharged from the program
 - d. How client cases will be closed
 - e. How the client and the DHS will be notified of the discharge from services and case closure
2. The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the following areas:
 - a. Assessment and evaluation of referred clients including, but not limited to, assessment of client strengths and areas needing improvement.
 - b. Development of a service plan with the client including, but not limited to, utilizing relevant services activities and establishing realistic client goals and outcomes.
 - c. Delivery of the proposed service activities.

B. Coordination of Services (5 points)

The Applicant shall provide information that demonstrates its capability of coordinating with the DHS to establish for the client agreed upon services, common service goals, agreed upon outcomes, and other agencies/community resources to meet the needs of the target population.

The Applicant shall also demonstrate its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. Verification letters, meeting minutes, with a list of attendees, or other documentation of participation may be attached to the Application (optional).

C. Performance Measurement Forms A, B, and C (5 points)

The Applicant shall propose reasonable numbers and percentages for the items not specified in Forms A and B. Clear justifications shall be provided for the proposed numbers.

The DHS shall have the final determination regarding the numbers for each contract.

D. Quality Assurance and Evaluation (10 points)

The Applicant shall describe a detailed plan for quality assurance, evaluation, and improvement, including **methodology, instruments, and timelines** for the proposed services.

The Applicant shall describe its internal review process to ensure conformance with specified contract requirements, the Administrative Assurances, adequate accounting practices, accurate record keeping and maintenance of agency files, accurate tracking of performance/outcome measures, and program effectiveness. The Applicant shall outline a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery.

E. Grievance and Dispute Resolution Procedures (5 points)

The Applicant shall provide a policy and procedure to positively address grievances/disputes between the client and the Provider, the DHS and the Provider, and other community resources and the Provider.

3.5 Financial (9 points)

A. Pricing Structure: Proposed Budget (8 points)

1. The Applicant shall submit a clear, detailed budget utilizing the pricing structure designated in Section 2 of this RFP. The budget fully supports the Scope of Work as well as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP.

Note: The Applicant is advised that, for budgeting purposes, there are insurance requirements and auditing requirements under this contract. See General Conditions and Special Conditions, Section 5 of this RFP.

2. The Applicant shall fully complete and submit all required budget information using the forms listed below. All budget forms, instructions, and samples are located on the SPO website. See 1.2

Website Reference, Section 1 of this RFP. All budget forms shall be attached to the Application.

SPO-H-205:	Budget
SPO-H-206A:	Personnel - Salaries and Wages <i>Must include all scheduled pay raises.</i>
SPO-H-206B:	Personnel - Taxes, Assessments, Fringe
SPO-H-206E:	Contractual Services – Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases
SPO-H-206J:	Motor Vehicles

Note: The Applicant shall review HRS Chapter 103F Cost Principles for Purchases of Health and Human Services for allowable expenditures. Travel for training purposes, Interisland Travel, and Out-of-State Travel are not allowed unless approved by the DHS.

Note: Only contract Awardees shall be required to submit the following additional budget forms at a later date as part of the contracting process including, but not limited to:

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

3. All budgeted costs (personnel and non-personnel) shall be appropriate considering the service activities and tasks to be delivered. The Applicant shall clearly explain how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget shall be in compliance with any applicable laws, regulations, and rules.
4. The Applicant shall provide a separate and clear budget for the administrative costs on the budget forms listed in Section 3 of this RFP, not to exceed 15% of the annual funding amount, and justify the costs. If the Applicant has a federally-approved indirect rate, the Applicant shall provide the approval letter and the general categories used to determine the federal rate. The Applicant must submit an administrative cost budget despite the Applicant's approval for the federal rate. The Applicant may use the general categories from the federal rate but the Applicant's indirect costs for this contract must not exceed 15%.

All budget forms, instructions, and samples are located on the SPO website. See 1.2 Website Reference, Section 1 of this RFP. The administrative costs budget, federally-approved indirect rate approval letter, and general categories used to determine the federal rate shall be attached to the Application.

B. Other Financial Related Materials: Financial Audit (1 point)

In order to determine the adequacy of the Applicant's accounting system as described under HAR, the Applicant shall submit its most recently completed Financial Audit, including any management letters that accompanied the audit. The Financial Audit and management letters, if applicable, shall be attached to the Application.

3.6 Other

A. Litigation Information

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

B. Certification Regarding Lobbying

The Applicant shall read and sign a copy of the Certification Regarding Lobbying in Attachment G, Section 5 of this RFP. The signed copy shall be attached to the Application.

C. Administrative Assurances

The Applicant shall read and sign a copy of the Administrative Assurances in Attachment F, Section 5 of this RFP. The signed copy shall be attached to the Application.

Section 4 Proposal Evaluation

4.1 Introduction

The evaluation of proposals received in response to the RFP shall be conducted comprehensively, fairly, and impartially. Structural, quantitative scoring techniques shall 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 shall be comprised of individuals with experience in, knowledge of, and/or program responsibility for program service and financing.

The evaluation shall be conducted in three phases as follows:

- A. **Phase 1 - Evaluation of Proposal Requirements**
- B. **Phase 2 - Evaluation of Proposal Application**
- C. **Phase 3 - Notice of Award or Non-Award of a Contract**

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	<i>Pass or Reject</i>
Proposal Application	
Program Overview	0 points
Experience and Capability	11 points
Staffing and Project Organization	15 points
Service Delivery	65 points
Financial	9 points
TOTAL POSSIBLE POINTS	100 Points

4.3 Evaluation Criteria

- A. **Phase 1 - Evaluation of Proposal Requirements**

**FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS
STATED IN A.1. ADMINISTRATIVE REQUIREMENTS AND A.2.
PROPOSAL APPLICATION REQUIREMENTS AS PART OF THE**

SUBMITTED FINAL PROPOSAL SHALL RESULT IN REJECTION OF THE PROPOSAL.

1. Administrative Requirements (Pass or Reject)

- a. Proposal Application Checklist
- b. Litigation Information (if applicable)
- c. Hawaii Compliance Express Verification
- d. Certification Regarding Lobbying
- e. Administrative Assurances

2. Proposal Application Requirements (Pass or Reject)

- a. Proposal Application Identification Form (Form SPO-H-200)
- b. Table of Contents
- c. Program Overview
- d. Experience and Capability
- e. Staffing and Project Organization (including position descriptions and Organization Charts)
- f. Service Delivery (including Performance Measurement Forms A, B, and C)
- g. Financial (including all budget forms, other documents, if applicable, and Financial Audit)

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

1. Program Overview

The Applicant has highlighted its agency's mission as well as the goals and objectives for the proposed service activities relative to the assessed needs and available resources for the target population and geographic service areas.

2. Experience and Capability (11 Points)

a. Necessary Skills (5 points)

The Applicant has **demonstrated** the skills, abilities, and knowledge relating to the delivery of the proposed services. Service outcome reports and/or letters of community support are attached to the Application (optional).

b. Experience (5 points)

- i. The Applicant has provided all required information demonstrating verifiable experience within the most recent three (3) years relative to the service activities specified in Section 2 of this RFP.
- ii. The Applicant has provided information demonstrating the ability and experience of providing services to meet the

needs of different individuals, cultures, and communities, including individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have any disability.

- iii. The Applicant has provided the following verifiable information for each contract/project listed:
 - a) Contract/project identification number.
 - b) Contracting agency.
 - c) Name of contact person, phone number, mailing address, and email address of contracting agency.
 - d) Title and a brief description of the service.
- c. **Facilities (1 point)**
 The Applicant has provided information demonstrating the appropriateness/adequacy of its facilities relative to the proposed services. This includes, but is not limited to, street address/es, description of the facilities, and how the facilities meet ADA requirements, as applicable.

If facilities are not presently available, the Applicant has detailed plans to secure/prepare facilities to allow for service delivery by the contract start date.

3. Staffing and Project Organization (15 Points)

- a. Staffing
 - i. **Proposed staffing (5 points)**
 The Applicant has described a reasonable staffing pattern, client/staff ratio, and caseload capacity appropriate for the delivery of the proposed services. The Applicant has justified the proposed staffing pattern taking into account the numbers of people to be served and the levels of service activities to be provided. The Applicant has listed the positions for all program, management, and fiscal staff proposed as full-time or part-time employees under the contract. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.

Note: If the Applicant proposed the use of subcontracting, the Applicant also included the above information for the proposed subcontracted staff.

- ii. **Staff qualifications (4 points)**
 The Applicant has provided position titles and position descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly, including back-up staff for direct service staff. The position titles are the same as the

position titles listed on the Organization Charts outlined below. The Applicant has also provided clear documentation that all staff have the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications must meet the minimum personnel requirements specified in Section 2 of this RFP and be sufficient to ensure quality service delivery.

The Applicant has specified program accommodations to provide services to a multicultural and multilingual population, including immigrants, and that its staff has experience in providing services to these populations.

The Applicant has shown that its staff is familiar with the range of community services available for the target population.

Note: If the Applicant proposed the use of subcontracting, the Applicant also included the above information for the proposed subcontracted staff.

b. Project Organization

i. Supervision and training (**5 points**)

The Applicant has described its ability and a plan to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services.

ii. Organization charts (**1 point**)

a) The Applicant has explained its **approach and rationale** for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks.

b) The Applicant has attached to the Application:

i) An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.

ii) A Program Specific Chart that details for each position budgeted to the program:

- Position title from the position description.
- Minimum qualification level (e.g. high school diploma, Bachelor's degree, Master's degree).
- Full-time equivalency (FTE) to the Applicant's agency and to the program.
- The lines of authority and supervision.

The position titles in the Charts match the position titles in the position descriptions noted above.

Note: If the Applicant proposed the use of subcontracting, the Applicant also included the above information for the proposed subcontracted staff.

4. Service Delivery (65 Points)

The Applicant has explained a clear, practical approach to the service activities, service delivery, and management requirements outlined in Section 2 of this RFP, including best practice, how the major service activities and tasks shall be completed, well-defined work assignments and responsibilities, and logical timelines and schedules, as applicable.

a. Direct Service Plan Provision (40 points)

- i. The Applicant has provided specific information about its referral and case closure process including, but not limited to:
 - a) How client referrals will be received and processed.
 - b) How the client and the DHS will be notified of the program's response to the referral.
 - c) How the client will be discharged from the program.
 - d) How client cases will be closed.
 - e) How the client and the DHS will be notified of the discharge from services and case closure.
- ii. The Applicant has provided a detailed, comprehensive, and practical plan for the delivery of services in the following areas:
 - a) Assessment and evaluation of referred clients including, but not limited to, assessment of client strengths and areas needing improvement.
 - b) Development of a service plan with the client including, but not limited to, utilizing relevant service activities and establishing realistic client goals and outcomes.
 - c) Delivery of the proposed service activities.

b. Coordination of Services (5 points)

- i. The Applicant has provided information that demonstrates its capability of coordinating with the DHS to establish for the client agreed upon services, common service goals, agreed upon outcomes, and other agencies/community resources to meet the needs of the target population.
- ii. The Applicant has demonstrated its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. Verification letters, meeting minutes, with a list of attendees, or other documentation of participation are attached to the Application (optional).

c. Performance Measurement Forms A, B, and C **(5 points)**

The Applicant has proposed reasonable numbers and percentages for the items not specified in Forms A and B. Clear justifications have been provided for the proposed numbers.

Note: The DHS shall have the final determination regarding the numbers for each contract.

d. Quality Assurance and Evaluation **(10 points)**

The Applicant has described a detailed plan for quality assurance, evaluation, and improvement, including **methodology, instruments, and timelines** for the proposed services.

The Applicant has described its internal review process to ensure conformance with specified contract requirements, the Administrative Assurances, adequate accounting practices, accurate record keeping and maintenance of agency files, accurate tracking of performance/outcome measures, and program effectiveness. The Applicant has outlined a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery.

e. Grievance and Dispute Resolution Procedures **(5 points)**

The Applicant has provided a policy and procedure to positively address grievances/disputes between the client and the Provider, the DHS and the Provider, and other community resources and the Provider.

5. Financial (9 points)

a. Pricing Structure: Proposed Budget **(8 points)**

i. The Applicant has submitted a clear and detailed budget utilizing the pricing structure designated in Section 2 of this RFP. The budget fully supports the Scope of Work as well as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP.

ii. The Applicant has fully completed and submitted all required budget information on the budget forms listed in Section 3 of this RFP. All budget forms are attached to the Application.

iii. The Applicant has provided all budgeted costs (personnel and non-personnel) which are appropriate considering the service activities and tasks to be delivered. The Applicant has clearly explained how it verified that all budgeted costs are reasonable and comparable to similar costs in the

- community. The Applicant's budget is in compliance with any applicable laws, regulations, and rules.
- iv. The Applicant has provided a separate and clear budget for the administrative costs on the budget forms listed in Section 3 of this RFP, not exceeding 15% of the annual funding amount, and justified the costs. The administrative costs budget, federally approved indirect rate approval letter, and the general categories used to determine the federal rate are attached to the Application.
 - b. **Other Financial Related Materials: Financial Audit (1 point)**
The Applicant has submitted its most recently completed Financial Audit, including any management letters that accompanied the audit, and has provided information that demonstrated an adequate accounting system. The Financial Audit and management letters, if applicable, are attached to the Application.

C. Phase 3 – Notice of Award or Non-Award of a Contract

Each Applicant shall receive either a Notice of Award or a Notice of Non-Award of a contract, including a Statement of Findings and Decision, Summary Score Sheet, and Proposal Ratings Worksheet.

ATTACHMENT A

Proposal Application Identification Form (SP0-H-200)

This is a “protected” form which should be completed on-line then printed.

Refer to the SPO website at:
<http://spo.hawaii.gov/all-forms/>

ATTACHMENT B
Proposal Application Checklist

Proposal Application Checklist

Applicant: _____ RFP No.: RFP-SSD-16-POS-3005

The Applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated, and returned to the purchasing agency as part of the Proposal Application. SPO-H forms are on the SPO website. See 1.2 Website Reference, Section 1 of this RFP.*

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
General:				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	X	
Proposal Application Checklist	Section 1, RFP	Section 5, RFP	X	
Table of Contents	Section 1, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A – optional format)	Section 3, RFP	SPO Website*	X	
Cost Proposal (Budget)	Section 3, RFP	SPO Website*	X	
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* See Special Instructions in Section 3	N/A	
SPO-H-205B	Section 3, RFP,	SPO Website* See Special Instructions in Section 3	N/A	
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
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* See Special Instructions in Section 3	N/A	
SPO-H-206H	Section 3, RFP	SPO Website*	X	
SPO-H-206I	Section 3, RFP	SPO Website*	X	
SPO-H-206J	Section 3, RFP	SPO Website*	X	
Certifications:				
Hawaii Compliance Express	Section 1, RFP	*	X	
Federal Certifications:				
Debarment & Suspension	Special Conditions	Section 5, RFP	N/A	
Drug Free Workplace	Special Conditions	Section 5, RFP	N/A	
Environmental Tobacco Smoke	Special Conditions	Section 5, RFP	N/A	
Lobbying	Special Conditions	Section 5, RFP	X	
Program Fraud Civil Remedies Act	Special Conditions	Section 5, RFP	N/A	

Authorized Signature

Date

ATTACHMENT C

Sample Proposal Application
Table of Contents

Proposal Application Table of Contents

I.	Program Overview	1
II.	Experience and Capability	2
	A. Necessary Skills	2
	B. Experience	4
	C. Facilities.....	8
III.	Project Organization and Staffing	9
	A. Staffing	9
	1. Proposed Staffing.....	10
	2. Staff Qualifications	13
	B. Project Organization	16
	1. Supervision and Training.....	16
	Organization Charts (narrative).....	19
IV.	Service Delivery	22
V.	Financial	42
VI.	Attachments	
	A. Proposal Application Identification Form	
	B. Proposal Application Checklist	
	C. Organization Charts:	
	Organization-Wide	
	Program Specific	
	D. Performance Measurement Requirements Forms A, B, and C	
	E. Cost Proposal (Budget) (all SPO Budget forms)	
	F. Other Financial Related Materials	
	Financial Audit for Fiscal Year ending June 30, 2015 (or 2014 if not available)	
	G. Certification Regarding Lobbying	
	H. Hawaii Compliance Express	
	I. Administrative Assurances	

ATTACHMENT D

CRIMINAL HISTORY RECORD CHECK STANDARDS

AND

PROTECTIVE SERVICES CENTRAL REGISTRY
STANDARDS

Forms will be included if awarded a contract.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult Protective and Community Services Branch (APCSB) and Child Welfare Services Branch (CWSB) clients, criminal history information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to APCSB/CWSB clients.

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

- A. Upon implementation of these standards, a check of the Criminal Justice Information System (CJIS) and the Federal Bureau of Investigation (FBI) data system for a criminal history record check shall be conducted when an individual is:
1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal history record check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days; or
 2. In a direct service provider position when these standards become effective. The criminal history record check shall be completed within six (6) months of the effective date of these standards.
- B. The criminal history record check shall include the submission of fingerprints to the FBI and the CJIS for a State criminal history record check.
- C. Individuals shall have a criminal history record check upon initial hire or implementation of these standards and a second criminal history record check twelve months later. Thereafter, State name checks shall be conducted every other year.
- D. The responsibility for conducting a criminal history record check shall rest with the individual seeking to become a direct service provider or the individual/agency/organization hiring the individual as a direct service provider.
- E. The criminal history record checks shall be conducted through:
1. For APCSB providers: The Department of Human Services (DHS) designee contracted to fingerprint individuals and to submit information to and receive information from the FBI and CJIS. The individual shall

complete, sign and date the DHS 1645, "Authorization for Criminal History Record Clearance", and submit the completed form to the DHS designee;

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

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

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

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

- F. When name checks into the State name inquiry system are required for employment, a printed report of each name record check accompanied by a signed Statement of Authenticity that the criminal history record report is a true and unaltered copy shall be retained in the hired individual's personnel file and made available for review by DHS staff or its designee for compliance monitoring purposes.
- G. Fingerprint results and/or a printed name check in the State criminal history records, dated no more than six (6) months before the date an initial criminal history record check is required, may be accepted instead of a new criminal history record check being performed.
- H. DHS shall not be directly responsible for any cost related to the criminal history record check. Funds received through a Purchase of Service contract with DHS for administrative costs may be used to meet the cost for criminal history record checks.

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

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

- A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal history record check. A criminal conviction occurring more than ten (10) years prior to the date of the criminal history record check may be considered when the criminal history of the individual may pose a risk to the health, welfare and safety of service recipients; and
- B. The crime for which there is a conviction shall have a rational relationship to the direct service provider's position. Rational relationship means the crime for which there is a history is substantially related to the qualifications, duties and responsibilities of the direct service provider position. Crimes having rational relationships to direct service provider positions include any felony, including but not limited to theft, abuse, neglect, assault, or crimes involving violence or sexual offenses.
- C. Exemptions from the requirements of Sections III. A. and B. may be approved for APCSB providers by the DHS designee and for CWSB providers by the CWSB.
1. Requests for exemptions shall be made in writing by using form DHS 1673, "Request for Exemption (From Criminal History Records Check Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current results of a name inquiry into the State criminal history records check must accompany the request. Fingerprint results for APCSB providers should already be on file with the DHS designee.
 2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request. All documents shall be submitted to the DHS designee or CWSB.
 3. Unless an individual is self-employed, the employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department or its designee.
 4. **For APCSB Providers:** All documents shall be submitted to the DHS designee. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the DHS designee shall convene a panel consisting of three (3) professional level multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or the therapeutic mental health field.
 5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB

Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.

6. The exemption panel shall consider the following:
 - a. The relevancy of the individual's conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the crime was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since conviction, such as employment.
 7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 8. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
 - a. Request an informal discussion with the APCS/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Child Welfare Services Branch Administrator.
- D. APCS clients may choose not to conduct criminal history record checks on individuals they hire on their own. Clients who choose not to have criminal history record checks shall complete form DHS 1672, "Consumer-Employer Choice Regarding Criminal History Record Check and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal history record checks or APS Central Registry checks on individuals they plan to hire as direct service providers.

Attachments

DHS 1645 with instructions
 DHS 1672 with instructions
 DHS 1673 with instructions
 Statement of Authenticity
 Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES

PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

To protect the health, safety and welfare of Adult Protective and Community Services Branch (APCSB) and Child Welfare Services Branch (CWSB) clients, Protective Services Central Registry information on an individual who wishes to serve as a direct service provider shall be considered in determining whether the individual is suitable to serve as a direct service provider to APCSB/CWSD clients.

The Protective Services Central Registry may include information from the Adult Protective Services (APS) Central Registry and the Child Welfare Services (CWS) Central Registry. The APS Central Registry shall be checked for individuals serving as direct service providers for APCSB clients. The CWS Central Registry shall be checked for individuals serving as direct service providers for CWSB clients. Both Registries shall be checked for individuals serving as direct service providers for both APCSB and CWSB clients, and for APCSB clients who are minor children.

These Protective Services Central Registry Check Standards do not apply to direct service providers who must meet the licensing standards as specified in the Child-Caring Institution and/or Child-Placing Organization administrative rules.

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:

1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days; or
2. In a direct service provider position when these standards become effective. The Protective Services Central Registry check shall be completed within six (6) months of the effective date of these standards.

B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.

- C. The Department of Human Services or its designee is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to become a direct service provider.

For CWSB Direct Service Providers: Please go to the DHS website to obtain the “Child Protective Services System Central Registry Clearance Form – Experimental (2/06)” and follow the provided instructions.
<http://humanservices.hawaii.gov/ssd/backgroundcheck>

The individual shall fill out the Form, “Child Protective Services System Central Registry Clearance Form – Experimental (2/06)” and submit as instructed on the form.

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

APS CENTRAL REGISTRY CHECK

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

CWS CENTRAL REGISTRY CHECK

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

- D. Upon completion of the Protective Services Central Registry check, the Department of Human Services or its designee shall mail a letter to the individual requesting the information or to the agency/organization identified by the individual to receive the information. A copy of each Protective Services Central Registry check shall be retained in the hired individual’s personnel file and made available for review by Department staff for compliance monitoring purposes.
- E. A copy of a Protective Services Central Registry check, dated no more than six (6) months before the date an initial Protective Services Central Registry check is required, may be accepted instead of a new Protective Services Central Registry check being performed.

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

When the Protective Services Central Registry check indicates that abuse has been confirmed, the individual/agency/organization hiring the individual as a direct service provider must inquire of that individual as to the nature and circumstance of the confirmed abuse. Information obtained by the individual/agency/organization from the

Protective Services Central Registry check shall be taken into consideration when hiring and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when:

- A. A prospective or current direct service provider has a Protective Services Central Registry check indicating that abuse was confirmed and that the abuse occurred within ten (10) years of the date of the Protective Services Central Registry check. A confirmation of abuse occurring more than ten (10) years of the date of the Protective Service Central Registry check may be considered when the abuse confirmation history of the individual may pose a risk to the health, welfare and safety of service recipients; and
- B. The confirmed abuse has a rational relationship to a direct service provider's position. Rational relationship means the confirmed abuse is substantially related to the qualifications, duties and responsibilities of a direct service provider position.
- C. Exemptions from the requirements of Sections III. A. and B. may be approved for APCSB providers by the DHS designee and for CWSB providers by the CWSB.
 1. Requests for exemptions shall be made in writing by using form DHS 1673, "Request for Exemption (From Criminal Conviction Records Check Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current Protective Services Central Registry check must accompany the request.
 2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request.
 3. The employer agency must be involved in the exemption process to assure the timely submittal of all required documents and appropriateness of the exemption request. Requests for exemptions shall be routed through the prospective employer agency prior to submittal to the Department or its designee.
 4. **For APCSB Providers:** All documents shall be submitted to the DHS designee. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the DHS designee shall convene a panel consisting of three (3) professional level multi-disciplinary team members to review the request. The panel shall include individuals in at least two different professions with backgrounds in criminal justice, legal and/or the therapeutic mental health field.
 5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other required documents listed on the "Checklist for Exemption Request", the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB

Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.

6. The panel shall consider the following:
 - a. The relevancy of the individual's protective services history to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the abuse was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual's behavior, character references, and activities since the commission of abuse.
 7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 8. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
 - a. Request an informal discussion with the APCS/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Services Division Administrator.
- D. APCS clients may choose not to do APS Central Registry checks on individuals they hire on their own. Clients who choose not to have APS Central Registry checks shall complete form DHS 1672, "Consumer-Employer Choice Regarding Criminal Conviction Record Check and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or APS Central Registry checks on the individuals they plan to hire as direct service providers.

ATTACHMENT E

General Conditions

This is a PDF document.

Refer to the Department of Attorney General's website at:
<http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view>

ATTACHMENT F
Special Conditions

SPECIAL CONDITIONS

(Revised 5/16/12)

1. **Failure to Deliver.** In addition to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, of the General Conditions, the PROVIDER further agrees to the following: the inability of the PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Attachment 1, Scope of Services, of this Agreement, and any attachments, as applicable, shall be deemed to be a failure to provide the required services adequately or satisfactorily, entitling the STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed until all elements of each service are delivered or completed and accepted by the STATE.
2. **Insurance.** The following provisions are added to Section 1.4 of the General Conditions.
 - a. The PROVIDER shall obtain and maintain at all times: **Automobile Liability Insurance** as applicable for Any Auto, Non-Owned Autos, and Hired Autos used by the PROVIDER to carry out services specified in this Agreement which shall be obtained from a company authorized to do business in the State of Hawaii or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each accident. Prior to or upon execution of this Agreement, the PROVIDER shall furnish the STATE with a Certificate of Insurance verifying the existence of such insurance
 - b. If the PROVIDER'S employees are required to use personally-owned automobiles to carry out the services specified in this Agreement, the PROVIDER shall require said employees to have a valid driver's license, obtain and maintain all Automobile Insurance coverage required by State law, and use only vehicles for which there is automobile liability coverage of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) each accident. This liability coverage limit may come from the employee's own Automobile Insurance. This liability coverage limit may also come from the PROVIDER'S Automobile Liability Insurance or the PROVIDER'S Commercial General Liability Insurance, provided that the insurance covers Non-Owned Autos. This requirement applies to all employees' use of personal vehicles for contracted, service-related activities, whether or not they are transporting clients.
 - c. The PROVIDER shall obtain and maintain at all times: **Errors and Omissions (Professional) Liability Insurance** issued by a company authorized to do business in the State of Hawaii or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per claim, TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) annual aggregate. Prior to or upon execution of this

AGREEMENT, the PROVIDER shall furnish the STATE with a Certificate of Insurance, verifying the existence of such insurance.

- d. The **Commercial General Liability Insurance** as required in Section 1.4 of the General Conditions shall be Occurrence Based.
 - e. The PROVIDER'S insurance policy shall contain the following clauses:
 - i. The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii.
 - ii. It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy.
 - f. The PROVIDER shall immediately provide written notice to the STATE should any of the insurance policies required under this Agreement be cancelled, limited in scope, or not renewed upon expiration.
 - g. Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling the STATE to exercise any or all of the remedies provided in this Agreement.
 - h. The procuring of such required policy or policies of insurance shall not be construed to limit the PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, the PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the PROVIDER or its authorized representatives.
 - i. The STATE reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.
 - j. At all times, the PROVIDER shall comply with all current insurance requirements specified in the Hawaii Revised Statutes and the Hawaii Administrative Rules.
3. **Notice.** Any notice, bill, invoice, report, request, correspondence, approval, communication, or demand that either party desires or is required by this Agreement to give the other party shall be in writing and either served personally or sent through the United States Postal Service by pre-paid first class mail to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing. Notices of the change in address shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

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

PROVIDER:

Name: _____

Title: _____

Address: _____

4. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond control of such party. Such acts shall include, but not be limited to, acts of God, labor disturbances, riots, acts of war, epidemics, government regulations imposed after the fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes, or other causes beyond such party's control, provided that such party notifies the other party of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of product delivery, service, reports, or responses.

5. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, the party requesting an amendment, modification, alteration, change, or extension of any term, provision, or condition of this Agreement shall allow thirty (30) calendar days for consideration and approval of the request.

6. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, the PROVIDER further agrees to the following: All information and records about or for the clients served, secured from clients, STATE, or any other individuals or agencies by the PROVIDER, or prepared by the PROVIDER for the STATE, in satisfaction of this Agreement, shall be confidential and shall not be made available to any individual or organization by the PROVIDER without prior written approval of the STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To insure the confidentiality of all such information and records, the PROVIDER shall immediately refer all inquiries for information, including subpoenas, to the DHS' Child Welfare Services Branch Administrator or representative.

7. **Copyright and Patent.** In addition to Section 2.2, Ownership Rights and Copyright, of the General Conditions, the PROVIDER further agrees to the following: no summary, report, map, chart, graph, table, study or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its Subcontractors without prior written authorization from the Director. It is strictly understood that all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other materials prepared by the PROVIDER and

all discoveries, inventions, or developments produced in whole or in part under this Agreement shall be the property of the STATE.

8. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Agreement. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards, and shall furnish a copy of such audit to the STATE. This requirement shall apply to all the PROVIDERS receiving general funds from the STATE.

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

- a. The PROVIDER is subject to the federal audit requirements specified below; and
 - b. The federal audit addresses whether the PROVIDER's internal control procedures are effective in meeting the terms and conditions of this Agreement.
9. **Federal Audit Requirement.** The PROVIDER spending Five Hundred Thousand (\$500,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to the STATE.
10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.
11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by the STATE and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received and all direct and indirect expenditures of any nature related to the PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this Agreement. The requirements for an adequate accounting system shall include, but are not limited to:
- a. The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the State Procurement Office;
 - b. The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
 - c. Compliance with generally accepted accounting principles.

12. **Maintain Records.** In addition to Section 2.3, Record Retention, of the General Conditions, the PROVIDER shall maintain statistical, clinical, and administrative records pertaining to the services of this Agreement. The records shall be subject at all reasonable times to inspection or review by the STATE or Federal representatives directly connected with the program area under this Agreement.
13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify the STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.
14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, of the General Conditions, the PROVIDER further agrees to the following: if the PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of the STATE this Agreement shall terminate and be of no further force and effect and any property or rights of the STATE, tangible or intangible, shall immediately, without further notice or demand, be returned to the STATE.
15. **Equipment.** If more than fifty percent (50%) of total contract funds specified in Attachment 3, Proposal Application Instructions, of this Agreement are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Agreement, including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and with an expected life of more than one year, shall remain the property of the STATE. Following the Agreement period, all equipment shall be reported in the final fiscal report to the STATE. Disposition of said equipment shall be prescribed by the STATE.
16. Item 1.6, Reporting Requirements, of the General Conditions is revised as follows:

The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Attachment 3, Proposal Application Instructions, of this Agreement, if applicable or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Agreement, and, where applicable in Attachment 3, listing expenditures actually incurred and units actually delivered in the performance of this Agreement. The PROVIDER shall return any overpayments to the STATE.
17. **Option to Extend.** The STATE and the PROVIDER may agree in writing to extend the terms of this Agreement in accordance with any of the following that are checked:

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

18. As stated in Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to State and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
19. **Environmental Tobacco Smoke.** The Provider must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Provider further agrees that the above language will be included in any subawards which contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** The Provider agrees that any subgrantee under this Agreement, also known as a lower tier participant under federal regulations, shall sign the following Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

21. **Nondiscrimination.**

- a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations which effectuates Title VI of the Civil Rights Act of 1964, the Provider and any subgrantee hereby assure that no person shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
- b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations which effectuates Section 504 of the Rehabilitation Act of 1973, the Provider and any subgrantee hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
- c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations which effectuates Title IX of the Educational Amendments of 1972 and Section 844 of the Educational Amendments of 1974, the Provider and any subgrantee hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
- d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations which effectuates the Age Discrimination Act of 1975, except as may be specified in Attachment 1, Scope of Services, of this Agreement, the Provider and any subgrantee hereby assure that no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
- e. **Language Access Services.** In accordance with State and Federal laws, the PROVIDER shall ensure access, delivery and documentation of interpreter services to clients with Limited English Proficiency (LEP). The PROVIDER shall develop and maintain procedures that specify how Language Assistance Services will be delivered by the PROVIDER'S organization. The PROVIDER:
 - i. Shall offer Language Assistance Services to individuals with LEP at no cost to the individual and document the offer as well as whether the individual declines or accepts the Services.
 - ii. Is prohibited from requiring individuals to bring their own interpreters with them to orientation sessions, interviews or other appointments.
 - iii. Is responsible for the cost of interpreters.

- iv. Shall plan to accommodate multicultural and multilingual clients who may speak any language other than English including, but not limited to, Chuukese, Marshallese, Ilocano, Tagalog, Vietnamese, Korean, Cantonese, and Spanish.
 - v. Shall submit a quarterly LEP Report on a form provided by the DHS that shall include at a minimum:
 - a) The number of LEP individuals who were offered Language Assistance Services and, from that number, how many declined or required Language Assistance Services.
 - b) The primary language spoken by each LEP individual.
 - c) The type of interpreter service provided.
 - d) The name of the interpreter and agency, if applicable.
22. **Certification Regarding Lobbying.** The Provider and any subgrantee shall sign and submit to the STATE the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
23. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The PROVIDER shall certify 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 PROVIDER agrees that it shall comply with any federal terms and conditions of this Agreement.
24. During the term of this Agreement the parties shall be renegotiating terms and conditions related to the performance of the PROVIDER including, but not limited to, measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Item 4.3 or 4.4 of the General Conditions, as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "...is so great that a reasonable purchasing agency would, in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the State is receiving the most advantageous bargain."
25. The PROVIDER acknowledges and agrees that the STATE shall only compensate the PROVIDER for services provided to referrals made by the STATE but that nothing contained in this Agreement obligates the STATE to provide any such referrals to the PROVIDER.
26. **§103F-401.5 Proposals and awards.** (a) No contract proposals shall be accepted from any Applicant who lacks any license necessary to conduct the business being sought by the Request for Proposals, with the exception of proposals from Applicants to operate a child care program required to be licensed pursuant to Section 346-161. (b) Proposals submitted under this chapter shall include all costs, fees, and taxes, and any award or

other payment, rebate, or direct or indirect consideration that is not included in the contract shall be for the amount of the proposal. No award or contract shall include any proposal, such as insurance premium or general excise tax rebates to or waivers for an Applicant or bidder. [L 2010, c 69, §2; am L 2012, c 60, §1]

27. **Tax Clearance.** As a result of Act 190, SLH 2011 (HRS Chapter 103D), the Internal Revenue Service (IRS) no longer issues paper tax clearances, therefore, all HRS Chapter 103F Providers are now required to register on Hawaii Compliance Express for compliance verification.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

ATTACHMENT G

Administrative Assurances

ADMINISTRATIVE ASSURANCES

(RFP No. SSD-16-POS-3005)

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

1. Staff Development

There shall be a written training plan for direct service staff which:

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

2. Supervision

There shall be a written supervision plan for supervising direct service staff. The plan shall be consistent with the lines of supervision indicated on the Program Specific Chart in the contract.

3. Coordination of Services

There shall be a written service coordination plan to coordinate services with the DHS, other Providers, and community agencies/resources, as applicable. The plan shall include each of the following:

- a. Ongoing communication with the DHS about active DHS clients including notification to the DHS regarding critical incidents or non-participation in the mutually agreed upon Service Plan.
- b. Providing information and referral of clients to other community agencies/resources, as appropriate.
- c. Identifying other community agencies/resources that can serve as client supports.

4. Quality Assurance & Program Evaluation

There shall be a written quality assurance plan that addresses:

- a. The process of service delivery.
- b. The tools/instruments to be used to collect data about the impact of services on the client’s life.
- c. How all of the outcomes of Performance Measurement Form C, Section 2 of this RFP, shall be measured.
- d. The process for making improvements or taking corrective action based on evaluation findings.

5. Criminal History Record and Protective Services Central Registry Checks

Documentation of Criminal History Record and Protective Services Central Registry Checks, as required by the DHS and in accordance with the standards in Section 5 of this RFP, and applicable waivers shall be kept in the personnel files of all staff and backup staff providing direct services to clients or having direct client contact. This includes direct services staff of any subcontractors.

6. Documentation of Utilization

There shall be written policies and procedures for the accurate documenting, tracking, and reporting of the service units delivered to clients, contract expenditures, and other requested information. Client Eligibility Lists, Quarterly Activity Reports, and Expenditure Reports shall be submitted in a format and a timeframe as determined by the DHS.

7. Minimal English and Physical Limitations

For clients with Limited English Proficiency (LEP) and/or physical limitations:

- a. There shall be procedures to ensure reasonable accommodation in the delivery of services.
- b. LEP reports shall be submitted to the DHS in a format and a timeframe as determined by the DHS.

SIGNATURE	DATE
TYPE OR PRINT NAME	TITLE
AGENCY	

ATTACHMENT H

Sample Program and Fiscal Forms

SAMPLE QUARTERLY ACTIVITY REPORT

**Department of Human Services
Social Services Division
Purchase of Services Office**

Reporting Quarter: 1st 2nd 3rd 4th Fiscal Year: 2016-2017

Provider: _____ Contract No.: _____

Program Name: _____

I. SERVICES PURCHASED:

SERVICE UNITS	Annual Goal	SERVICE UNITS DELIVERED DURING THE QUARTER			
		1st Month	2nd Month	3rd Month	YTD Total

II. PEOPLE NOT SERVED:

1. How many people were not served (turned away) due to lack of available space this quarter?

2. How many people remained waiting (on waiting list) to be served at the end of this quarter?

III. PEOPLE TO BE SERVED:

(Use groups as identified in Performance Measurement Form A, Section 2 of the RFP in the Contract).

PEOPLE TO BE SERVED	Annual Goal Proposed # to be served for the contract year (unduplicated)	Actual # of Persons/Families Served (unduplicated)	
		This Quarter	Cumulative YTD

IV.a. **SERVICES** (Use services as identified in Performance Measurement Form B, Section 2 of the RFP in the Contract).

SERVICES	Annual Goal Proposed services for the contract year	Actual # of Activities Performed (unduplicated)	
		This Quarter	Cumulative YTD

IV.b. **SERVICES** (continued) – Narrative explanation of services and activities:

V.a. **OUTCOMES** (Use outcomes as identified in Performance Measurement Form C, Section 2 of the RFP in the Contract).

OUTCOMES	ACHIEVEMENT OF PROPOSED OUTCOMES				
	Proposed Annual	This Quarter		Cumulative YTD	
	% Achieved	% Achieved	# of Clients	%	#

V.b. **OUTCOMES** (continued) - Explain any problems in meeting program objectives. (If the percent is 10% less than anticipated, provide an explanation. Use additional sheets if necessary).

VI. **MAJOR ACCOMPLISHMENTS DURING THIS QUARTER** (Use additional sheets, if necessary.)

VII. **PROBLEMS ENCOUNTERED DURING QUARTER AND CORRECTIVE ACTION TAKEN**

(Use additional sheets, if necessary.)

VIII. **STAFF CHANGES DURING QUARTER** (Attach Quarterly Staffing Changes (Form OSC 1))

IX. **PLANS FOR NEXT QUARTER**

(Plans include anything new that the Provider will incorporate into the program. Use additional sheets, if necessary).

Report prepared/submitted by:

Print Name

Title

Signature

Date

SAMPLE QUARTERLY STAFFING CHANGES

Attach a copy to the Quarterly Activity Report

1) Fiscal Year: <u>2016 - 2017</u>	2) Quarter: <u> </u> 1 st <u> </u> 2 nd <u> </u> 3 rd <u> </u> 4 th
3) Provider Name:	
4) Program Name:	
5) Funding Dept:	6) Contract #:

STAFFING CHANGES FROM CONTRACT (new hires, terminations, changes in salary)					
A. Employee Name	B. Title or Position	C. Previous Salary	D. New Salary	E. Effective Date	F. Reason for Change

Form QSC 1 (01/00)

SAMPLE DHS 210

REPORT OF EXPENDITURES

Provider:

Contract No.:

Reporting Period Covered:

EXPENDITURE CATEGORIES	CONTRACT COST					
	BUDGET	ACTUAL			BALANCE	% EXPENDED
	TOTAL CONTRACT (a)	Prior Periods to Date Cumulative (b)	Current Reporting Period (c)	Contract Period to Date b + c (d)	a - d (e)	d/a (f)
A. PERSONNEL COST						
1. Salaries				0	0	0.00
2. Payroll Taxes & Assessments				0	0	0.00
3. Fringe Benefits				0	0	0.00
TOTAL PERSONNEL COST	0	0	0	0	0	0.00
B. OTHER CURRENT EXPENSES						
1. Airfare, Inter-Island				0	0	0.00
2. Airfare, Out-of-State				0	0	0.00
3. Audit Services				0	0	0.00
4. Contractual Services - Administrative				0	0	0.00
5. Contractual Services - Subcontracts				0	0	0.00
6. Insurance				0	0	0.00
7. Lease/Rental of Equipment				0	0	0.00
8. Lease/Rental of Motor Vehicle				0	0	0.00
9. Lease/Rental of Space				0	0	0.00
10. Mileage				0	0	0.00
11. Postage, Freight & Delivery				0	0	0.00
12. Publication & Printing				0	0	0.00
13. Repair & Maintenance				0	0	0.00
14. Staff Training				0	0	0.00
15. Subsistence/Per Diem				0	0	0.00
16. Supplies				0	0	0.00
17. Telecommunication				0	0	0.00
18. Transportation				0	0	0.00
19. Utilities				0	0	0.00
20.				0	0	0.00
21.				0	0	0.00
22.				0	0	0.00
23.				0	0	0.00
TOTAL OTHER CURRENT EXPENSES	0	0	0	0	0	0.00
C. EQUIPMENT PURCHASES				0	0	0.00
D. MOTOR VEHICLE PURCHASES				0	0	0.00
TOTAL EXPENDITURES	0	0	0	0	0	0.00
CONTRACT REVENUES RECEIVED						
FOR DHS USE ONLY:	<p>DECLARATION: I DECLARE THAT THIS REPORT, INCLUDING ANY ACCOMPANYING SCHEDULES OR STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE REPORT, MADE IN GOOD FAITH, FOR THE REPORTING PERIOD(S) STATED.</p> <p>REPORT PREPARED BY:</p>					
SIGNATURE OF PROGRAM REVIEWER	DATE	(PLEASE TYPE OR PRINT)			PHONE	
SIGNATURE OF FISCAL REVIEWER	DATE	SIGNATURE OF PROVIDER'S AUTHORIZED OFFICIAL:			DATE	
		NAME AND TITLE (PLEASE TYPE OR PRINT):				

**State of Hawaii
Department of Human Services
Social Services Division**

SAMPLE INVOICE

Agency Name: _____

Address: _____

DHS Contract Number: _____

Annual Contract Amount: _____

Amount of Payment Requesting: _____

Fiscal year: 2016 - 2017

For the months of (check the appropriate block/s):

1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
July	Oct.	Jan.	April
August	Nov.	Feb.	May
Sept.	Dec.	March	June

I certify that the information contained hereinabove is in all respects true and correct, and that the disbursements being made are in accordance with the purchase of services contract.

Signature: _____ Date: _____

Title: _____

DHS USE ONLY:	
Approved for Payment:	_____ Yes _____ No
By: _____	Date: _____
Program Specialist	