

State of Hawaii
Department of Human Services
Social Service Division
Adult and Community Care Services Branch

Request for Proposals

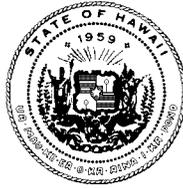
RFP No. HMS 601-01

RFP Title:
ADULT DAY CARE SERVICES
(West Hawaii)

Issued: January 29, 2007
Date Due: February 27, 2007

Note: If this RFP was downloaded from the State Procurement Office RFP Website each applicant must provide contact information to the RFP contact person for this RFP to be notified of any changes. For your convenience, you may download the [RFP Interest form](#), complete and e-mail or mail to the RFP contact person. The State shall not be responsible for any missing addenda, attachments or other information regarding the RFP if a proposal is submitted from an incomplete RFP.

LINDA LINGLE
GOVERNOR



LILLIAN B. KOLLER, ESQ.
DIRECTOR

HENRY OLIVA
DEPUTY DIRECTOR

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

January 29, 2007

MEMORANDUM

TO: Prospective Applicants

FROM: Amy Tsark, Acting Administrator
Social Services Division

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

The State of Hawaii Department of Human Services, Social Services Division, is currently soliciting proposals to provide the following services. Requests for proposals (RFPs) to provide these services are being issued under the provisions of Chapter 103F of Hawaii Revised Statutes and its administrative rules.

Adult and Community Care Services Branch:

- Adult Day Care Services West Hawaii, RFP#: HMS 601-01;

Attached are the RFP materials that you requested. It is essential that you pay attention to the proposal submittal information on the attached "Proposal Mail-In and Delivery Information Sheet."

An orientation for the RFPs will be held on Monday, February 5, 2007, from 9:00 a.m. to 11:00 a.m. See Section 1, part VI, of the RFP for further details. For further information about the orientation, for special accommodations, or to participate by phone, contact Rex Shilo at (808) 586-5673 or at rshilo@dhs.hawaii.gov. Those wishing to participate via telephone should notify the RFP issuing office at least two days prior to the orientation meeting.

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

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

Attachments

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: ONE ORIGINAL AND FIVE COPIES OF THE PROPOSAL ARE REQUIRED.
ADDITIONAL COPIES MAY BE REQUESTED.**

PROPOSALS SUBMITTED BY FACSIMILE OR BY ELECTRONIC MEANS WILL NOT BE ACCEPTED.

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **February 27, 2007** and received by the state purchasing agency no later than **10 days from the submittal deadline.**

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **4:30 P.M., Hawaii Standard Time (HST), February 27, 2007.** Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after **4:30 p.m., February 27, 2007.**

All Mail-ins/All Hand Deliveries

Department of Human Services
Social Services Division
Support Services Office
Purchase of Services Unit
810 Richards Street, Suite 501
Honolulu, HI 96813

DHS RFP COORDINATOR

Rex Shilo, Program Specialist
Phone 586-5673
Fax: 586-5606

BE ADVISED:

- All mail-ins postmarked by USPS after February 27, 2007 and received by the state purchasing agency later than 10 days from the submittal deadline, will be rejected. Dated USPS shipping labels (such as those labels downloaded from the internet) are not considered postmarks.
- Hand deliveries will not be accepted after 4:30 p.m., HST, February 27, 2007.
- Deliveries by private mail services such as FEDEX shall be considered hand deliveries and will not be accepted if received after 4:30 p.m., HST, February 27, 2007.
- Proposals sent by facsimile or by electronic means will not be accepted.

****The Department of Human Services will allow applicants the option to submit copies of proposals on compact disk (CD). Applicants who choose this option must submit one original proposal on paper and five copies of the complete proposal on 5 separate CDs that specifically use a PDF file in Adobe Acrobat. Proposals submitted on CD that do not use a PDF file in Adobe Acrobat will not be considered and will be returned to the applicant. There are no exceptions to this requirement.**

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Attachment F.	General Conditions
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Section 1

Administrative Overview

Section 1

Administrative Overview

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

I. Procurement Timetable

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

Activity	Scheduled Date
Public notice announcing RFP	<u>01-29-2007</u>
Distribution of RFP	<u>01-29-2007</u>
RFP orientation session	<u>02-05-2007</u>
Closing date for submission of written questions for written responses	<u>02-08-2007</u>
State purchasing agency's response to applicants' written questions	<u>02-15-2007</u>
Discussions with applicant prior to proposal submittal deadline (optional)	<u>As Needed</u>
Proposal submittal deadline	<u>02-27-2007</u>
Discussions with applicant after proposal submittal deadline (optional)	<u>At DHS Option</u>
Final revised proposals (optional)	<u>As Needed</u>
Proposal evaluation period	<u>03-16-2007-</u> <u>03-30-2007</u>
Provider selection	<u>03-16-2007-</u> <u>03-30-2007</u>
Notice of statement of findings and decision	<u>04-06-2007-</u> <u>04-13-2007</u>
Contract start date	<u>07-01-2007</u>

II. Website Reference

The State Procurement Office (SPO) website is www.spo.hawaii.gov

	For	Click
1	Procurement of Health and Human Services	“Health and Human Services, Chapter 103F, HRS...”
2	RFP website	“Health and Human Services, Ch. 103F...” and “RFPs”
3	Hawaii Administrative Rules (HAR) for Procurement of Health and Human Services	“Statutes and Rules” and “Procurement of Health and Human Services”
4	Forms	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Forms”
5	Cost Principles	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Cost Principles”
6	Standard Contract -General Conditions	“Health and Human Services, Ch. 103F...” “For Private Providers” and “Contract Template – General Conditions”
7	Protest Forms/Procedures	“Health and Human Services, Ch. 103F...” and “For Private Providers” and “Protests”

Non-SPO websites

(Please note: website addresses may change from time to time. If a link is not active, try the State of Hawaii website at www.hawaii.gov)

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

III. Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes (HRS), Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

IV. RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

V. Contracting Office

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

State of Hawaii

Department of Human Service

Social Services Division, Support Services Office, Purchase of Services Unit

810 Richards Street, Suite 501

Honolulu, HI 96813

Phone (808) **586-5665**

Fax: (808) **586-5606**

VI. Orientation

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

Date: 02-05-2007 **Time:** 9:00 a.m. – 11:00 a.m.

Location: Department of Human Services, Social Services Division, Support Services Office, 810 Richards Street, Suite 501, Honolulu, HI 96813

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official

responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the next paragraph (VII. Submission of Questions).

Participation by phone may be requested by calling Mr. Rex Shilo at (808)-586-5673, at least 2 days prior to the orientation meeting.

VII. Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in Section 2 of this RFP. All written questions will receive a written response from the state purchasing agency.

Deadline for submission of written questions:

Date: 02-08-2007 **Time:** 4:30 p.m. HST

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

Date: 02-15-2007

VIII. Submission of Proposals

- A. Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website (See page 1-2, Websites Referred to in this RFP. Refer to the Proposal Application Checklist for the location of program specific forms.
- 1. Proposal Application Identification (Form SPO-H-200)** - Provides identification of the proposal.
 - 2. Proposal Application Checklist** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.
 - 3. Table of Contents** - A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
 - 4. Proposal Application (Form SPO-H-200A)** – Do not use this form from the SPO website. However, applicant shall submit comprehensive narratives that addresses all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP.)

- 5. Tax Clearance** – A certified copy of a current valid tax clearance certificate issued by the State of Hawaii, Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) will be required either at the time of proposal submittal or upon notice of award at the discretion of the purchasing agency.

Refer to Section 4, II Evaluation Process, Phase 1-Mandatory Proposal Requirements, and the Proposal Application Checklist (located in Section 5) to determine whether the tax clearance is required at time of proposal submittal for this RFP. Tax clearance applications may be obtained from the Department of Taxation website. (See paragraph II, Website Reference.)

- B. Program Specific Requirements** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the Proposal Application Instructions, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist located in Section 5.
- C. Multiple or Alternate Proposals** - Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. Wages and Labor Law Compliance** - Before a provider enters into a service contract in excess of \$25,000, the provider shall certify that it complies with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS may be obtained from the Hawaii State Legislature website. (See paragraph II, Website Reference.)
- E. Compliance with all Applicable State Business and Employment Laws.** All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See paragraph II, Website Reference.)
- F. Campaign Contributions by State and County Contractors.** Contractors are hereby notified of the applicability of Section 11-

205.5, HRS, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, Act 203/2005 FAQs are available at the Campaign Spending Commission webpage. (See paragraph II, Website Reference.)

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

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

- H. Proposal Submittal** – All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet. Proposals shall be rejected when:
- Postmarked after the designated date; or
 - Postmarked by the designated date but not received within 10 days from the submittal deadline; or
 - If hand delivered, received after the designated date and time. Note that postmarks must be by United States Postal Service or they will be considered hand-delivered and shall be rejected if late.

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

**The Department of Human Services will allow applicants the option to submit copies of proposals on compact disk (CD). Applicants who choose this option must submit one original proposal on paper and five copies of the complete proposal on 5 separate CDs that specifically use a PDF file in Adobe Acrobat. Proposals submitted on CD that do not use a PDF file in Adobe Acrobat will not be considered and will be returned to the applicant. There are no exceptions to this requirement.

IX. Discussions with Applicants

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

X. Opening of Proposals

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

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

XI. Additional Materials and Documentation

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

XII. RFP Amendments

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

XIII. Final Revised Proposals

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

XIV. Cancellation of Request for Proposal

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

XV. Costs for Proposal Preparation

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

XVI. Provider Participation in Planning

Provider participation in a state purchasing agency's efforts to plan for or to purchase health and human services prior to the state purchasing agency's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202 and 3-142-203 of the Hawaii Administrative Rules for Chapter 103F, HRS.

XVII. Rejection of Proposals

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

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawaii Administrative Rules for Chapter 103F, HRS, are parenthesized)

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

XVIII. Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

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

No work is to be undertaken by the awardee prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

XIX. Protests

Any applicant may file a protest against the awarding of the contract. The Notice of Protest form, SPO-H-801, is available on the SPO website. (See paragraph II, Website Reference.) Only the following matters may be protested:

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

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

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

XX. Availability of Funds

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

XXI. 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

XXII. General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. (See paragraph II, Website Reference). Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary. See Section 5 for any Special Conditions.

XXIII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under Chapter 103F, HRS, state

purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

I. Introduction

A. Overview and purpose or need

The Department of Human Services (DHS), Adult and Community Care Services Branch (ACCSB), provides social services to elderly, and disabled adults, and certain disabled children to enable them to remain in their own homes or in the community. The goal is to prevent premature or inappropriate institutionalization, promote self-sufficiency, or remedy or prevent abuse or neglect of a disabled adult.

DHS-ACCSB is seeking proposals to provide adult day care services for elderly and disabled individuals age 18 and over.

B. Planning activities conducted in preparation for this RFP

The planning activities conducted for this procurement are as checked below:

	Information from <u>fundors</u> (legislature, federal agencies, private foundations, etc.) on funding terms and conditions;
	Information from <u>other state agencies</u> on services to the same target group;
	Views of service <u>recipients and community advocacy groups</u> on conditions affecting achievement of desired goals;
X	Views of <u>PROVIDER organizations</u> requested 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.).

The RFI was posted on the Internet on January 12, 2007 and available for viewing through January 19, 2007. Kona Day Care, Hawaii Office of Aging, Hawaii Island Adult Day Care and Ho'o Nani Place were notified of this RFI and upcoming procurement. No inquiries or responses to the RFI were received. In accordance with Section 3-142-301, HAR, the information concerning the planning activities referenced above is available for public inspection by contacting the DHS RFP Coordinator.

C. Description of the goals of the service

1. To prevent premature institutionalization of elderly and disabled adults by enabling family caregivers to continue caring for individuals at home with the assistance of adult day care services.
2. To prevent or remedy abuse or neglect of a disabled adult by providing adult day care.

D. Description of the target population to be served

Elderly and disabled individuals age 18 and over.

E. Geographic coverage of service

Services shall be provided in the geographic areas checked below.

Kauai:		
Oahu:	Island of:	
	Central Honolulu:	
	Windward:	
	Leeward:	
Maui County:	Maui:	
	Molokai:	
	Lanai:	
Hawaii County:	East Hawaii:	
	West Hawaii:	X

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

Initial annual funding will be allocated as follows for the various geographic areas (“N/A” or “\$0” means no funding allocated for that specific area):

Kauai:		N/A
Oahu:	Island of:	N/A
	Central Honolulu:	N/A

	Windward:	N/A
	Leeward:	N/A
Maui County:	Maui:	N/A
	Molokai:	N/A
	Lanai:	N/A
Hawaii County:	East Hawaii:	N/A
	West Hawaii:	\$27,919.00
Statewide:		
TOTAL:		\$27,919.00

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

II. 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. (The PROVIDER will be permitted to charge the participant or someone else willing to pay on behalf of the participant for the difference between the amount the Department pays and the fee charged non-DHS participants. The provider shall not use the participant's or someone else's inability to pay the difference in charges as the basis to deny services if the participant is otherwise eligible for adult day care services.)
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.
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.

In addition, the PROVIDER shall:

13. 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. Assure and be responsible for the provision of service activities throughout the entire geographic area for which a contract proposal is being submitted.
15. Be appropriately licensed to provide adult day care in the state of Hawaii.
16. Provide for the participation of adults determined eligible by the Department, not to exceed the contracted number of service units to be provided at any one time.
17. Provide services to eligible adults in accordance with individual service plans developed by the provider.
18. Make services accessible to individuals meeting eligibility criteria established by the applicant. The provider shall clearly specify its policies on the selection of individuals eligible for program services (including those individuals referred from any wait list maintained by the Department), on slot holding and on denial and termination of an individual's participation.
19. Have and implement policies and procedures to assure the program's flexibility and ability to individualize service delivery, particularly to those participants with minimal English-speaking abilities and physical limitations.
20. Have and implement policies and procedures to maintain program continuity at times of emergencies or changes in program operations, such as when an emergency illness occurs that requires individual attention or response from staff, or when there are increased or decreased demands for program services.
21. In cases where the provider is not able to maintain service capacity, provider shall:
 - a) Notify the ACCSB Section Administrator in the appropriate geographic area within three (3) working days of the problem, the reason(s) why the problem exists, the anticipated length of delay, and the plan of action that the provider is taking to correct this situation. The plan shall also include prioritization of clients as determined by DHS according to their individual needs to assure that the clients who are "the most" needy get the service first.
 - b) Inform ACCSB Section Administrators on a weekly basis of the progress made toward resolution of the problems identified.
 - c) Submit written documentation of the above to the Department upon request.
22. Inform the participant's DHS-ACCSB social worker when a participant's attendance consistently falls below the participation schedule approved by the social worker.

B. Secondary purchaser participation

(Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

C. Multiple or alternate proposals

(Refer to §3-143-605, HAR)

Allowed Unallowed

D. Single or multiple contracts to be awarded

(Refer to §3-143-206, HAR)

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 §3-149-302, HAR)

Single term (\leq 2 yrs) Multi-term ($>$ 2 yrs.)

***Contract Terms:**

Initial term of contract:	One (1) year(s) anticipated to be 07-01-2007 through 06-30-2008*
Length of each extension:	One (1) year unless otherwise agreed by STATE.
# of possible extensions:	Five (5) annual extensions.
Maximum length of contract:	Six (6) years from 07-01-2007 through 06-30-2013 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.
*The initial period shall commence on the contract start date or Notice to Proceed, whichever is later.	
Conditions for extension:	
<ul style="list-style-type: none"> • Satisfactory performance as determined by the STATE. • Availability of funding. 	

***Contract Terms:**

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

F. RFP contact person

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the successful provider or providers. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Name:	Rex Shilo
Title:	Purchase of Services Specialist
Phone:	586-5673
Fax:	586-5606
E-mail:	rshilo@dhs.hawaii.gov

III. Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities

(Minimum and/or mandatory tasks and responsibilities)

Adult day care services are supportive services that are provided in a protective setting for part of a day by an organized program for elderly and disabled individuals age 18 and over. At a minimum, adult day care services shall include the following activities:

1. Development and continual monitoring of individual service plans that are consistent with medical reports of the participant's health conditions and activity limitations. Copies of individual service plans shall be provided to the participant's DHS-ACCSB social worker within a timeframe approved by the Department.
2. Provision of leadership, assistance and supervision by staff in the participant's involvement in all appropriate program activities.
3. Provision of leisure, recreational and socialization activities that promote interaction between staff and the participant and between participants.
4. Provision of individual or group physical conditioning exercises and simple calisthenics, constructive games or crafts, which maximize the participant's physical and mental capacities and help to strengthen and improve limb and motor coordination.
5. Provision of reminders, encouragement and assistance by staff to enable participants to maintain or to improve personal hygiene, self-care and attention to health care needs, including the provision of staff supervision of self-administered oral and non-oral medications.

6. Provision of counseling by staff to the participant and to the participant's family caregivers, if any, to assist in simple decision-making and problem solving, to resolve adjustment problems, to build upon available family support, and to increase awareness on the part of the participant and/or family caregiver of appropriate social services and health/medical care resources in the community, including the provision of referral services to secure needed services.
7. Provision of written semi-annual progress reports to the DHS-ACCSB social worker on all POS participants in a format approved by the Department. The reports shall be provided to the appropriate DHS-ACCSB social worker within thirty (30) days of the end of each participant's semi-annual period.

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

1. Personnel

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.

2. Administrative

The PROVIDER shall agree to and shall abide by any Administrative Assurances that are attached to this Section 2 of the RFP.

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, performance/outcome/output measures, quality of services, and administrative requirements. In addition, ongoing contract monitoring shall include review of monthly and quarterly reports as required by the Department and periodic assessment of program effectiveness.

4. Output and performance/outcome measurements

- a. Performance measures are attached to this Section 2 of the RFP. See Form A – People to be Served, Form B – Service Activities, and Form C – Outcomes. The PROVIDER shall insert goal numbers for all items that are blank on Forms A, B, and C. The PROVIDER does not have to specify goal numbers for shaded items, but the PROVIDER will be expected to provide data on these items over the term of the contract. The applicant may propose different numbers or items than those specified as long as a justification for those differences is provided.
- b. The PROVIDER shall maintain the capacity to deliver services throughout the term of the Agreement at the levels specified in Forms A, B, and C.

- c. The effectiveness of the contract will be evaluated according to the utilization of the service (Form A, plus units of service provided if applicable), the levels of service provided (Form B), and the outcomes achieved (Form C). Where performance under the contract is 80% or less of the goal levels specified on Forms A, B, and C or, if applicable, the number of units of service provided is 80% or less of the program capacity, the PROVIDER will need to submit a corrective action plan to remedy the substandard performance, and at its option, the STATE may reduce payments or funding, or terminate the contract if the proposed corrective action is not successful.
- d. Unless otherwise agreed to in writing, the numbers of people to be served and the levels of service activity specified in Forms A and in Form B will change in proportion to future changes in funding under this Agreement.

5. Experience

Not specified.

6. Coordination of services

See any Administrative Assurances that may be attached to this Section 2 of the RFP for any requirements for the coordination of services.

7. Reporting requirements for program and fiscal data

a. Required Program Reports:

Unless otherwise agreed, quarterly and year-end program reports shall be submitted in a format specified by the Department in which the PROVIDER summarizes major activities undertaken during the report period. Data to be reported may include but not be limited to the number of service units provided, the number of persons served, client lists, outcomes and objectives achieved, problems encountered, recommendations, proposed future activities, and staffing changes.

b. Required Fiscal Reports:

- i. Providers will submit invoices in the format specified by the Department.
- ii. Unless otherwise agreed, for cost reimbursement contracts quarterly and year-end reports shall be submitted listing total expenditures of contract funds, contract revenues received, and collections and expenditures from program income and other sources of funding.
- iii. Unless otherwise agreed, for fixed-rate contracts no budgets or expenditure reports are required. Reports of collections of revenues from other sources of funding may be requested in a format specified by the Department.

c. Penalties for Late Reporting:

Unless otherwise specified in the contract, quarterly program and fiscal reports are due 30 days after the end of the quarter. At the option of the STATE and according to the terms and conditions of the contract:

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

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

8. Pricing structure or pricing methodology to be used

Unless otherwise agreed the pricing methodology for this service is as checked below. The pricing methodology 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/Fixed-Price 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.

Base Cost/Fixed Rate Combination where the STATE pays the contractor a base amount for operating costs and a fixed-rate for units delivered up to a stated maximum contract amount. The base cost for this contract will be _____% of the contract amount. A fixed rate of \$_____ per unit will be paid for each unit of general service not to exceed _____% of the total contract amount.

Negotiated rate where the STATE defines a unit of service and may predetermine the total number of units to be delivered or the maximum amount of funding available for the contract. The STATE then negotiates with the contractor the rate to be paid for each unit delivered.

9. Units of service and unit rate

Any definition of a unit of service and a unit rate in this RFP and in the contract may be changed by mutual agreement of the PROVIDER and the STATE.

- a. Unit Rate: \$25.00 per full day of adult day care services. The cost per unit of service may be reviewed and renegotiated over the life of the contract.
- b. Definition of Service Unit: One service unit is defined as a full day (six or more hours) of adult day care services. Payments to service providers will be based on the number of service units claimed per client. Claims for less than a full day will be based on the following quarter-unit increments:

Hours of Service	Unit	Payment
Under 2	.25	\$6.25 / day
At least 2 but under 4	.50	\$12.50 / day
At least 4 but under 6	.75	\$18.75 / day

- c. As allowed by the Department's administrative rules, Section 17-1417-7(e), payments will be made for days a client is absent because of illness, for a period not to exceed one month at any one time, provided there are assurances from the client's physician that the client will be able to return to the program within the one month period. After one month, if the client is unable to return, payments will be discontinued.
- d. At its option the Department may decrease funding for any contract where the units delivered are below the capacity of the program per the funding at that particular time.

IV. Facilities

The applicant must meet any standards for facilities that are checked below:

N/A	Licensed foster home.
N/A	Licensed child caring institution.
N/A	Licensed child placing organization.
OTHER (Specify):	
X	Licensed adult day care in the State of Hawaii

FORM A - PEOPLE TO BE SERVED

ORGANIZATION: _____

PROGRAM/SERVICE: Adult Day Care SITE: _____

PEOPLE TO BE SERVED	BUDGET PERIOD FY 2008
Estimated number of elderly, and disabled adults to be served per year, on:	
West Hawaii (Kona)	5

FORM B – SERVICE ACTIVITIES

ORGANIZATION: _____

PROGRAM/SERVICE: Adult Day Care SITE: _____

SERVICE ACTIVITIES	BUDGET PERIOD FY 2008
1. # of adults provided less than full time day care	
2. # of adults provided full time day care	
3. # of family caregivers with plan for semi-annual counseling	
4. # of adults served because of caregiver's employment	
5. # of staff provided in-service staff training on care giving	
6.	

FORM C - OUTCOMES

ORGANIZATION: _____

PROGRAM/SERVICE: Adult Day Care SITE: _____

OUTCOMES	BUDGET PERIOD FY 2008
1. % of adults whose hygiene/self-care were maintained or improved.	90
2. % of adults whose socialization/interaction skills were maintained or improved.	90
3. % of adults or families who express satisfaction with the program service.	90
4. % of adults, maintained at home for 6 months, with day care services.	90
5. % of abused/neglected, disabled adults referred by APS with no confirmed reports of abuse during the period adult day care services were provided.	95
6.	

WORK PLAN FORMAT

INSTRUCTIONS

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

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

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

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

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

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

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

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>1. Contract specific policies and procedures for <u>admission</u> and <u>discharge</u> including Referral; Intake, & service initiation (cf. RFP Section 2, II.A.6); waiting lists or turn-away policies; Discharge criteria & process.</p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
<p>2. <u>Grievance</u> procedures & <u>dispute resolution</u> for both clients & DHS staff when disagreements arise about actions or decisions of the provider.</p> <p>(cf. RFP Section 2, II.A.10. for DHS disputes)</p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
3. <u>Evaluate client progress with credible and tested measurement tools.</u> (cf. RFP Section 2, II.A.8.)			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>4. General Requirements (cf. RFP Section 2, II.A.13-22)</p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
<p>5. Development and continual monitoring of individual service plans that are consistent with medical reports of the participant's health conditions and activity limitations. Copies of individual service plans shall be provided to the participant's DHS-ACCSB social worker within a timeframe approved by the Department.</p> <p>(cf. RFP Section 2, III.A.1.)</p>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>6. Provision of leadership, assistance and supervision by staff in the participant's involvement in all appropriate program activities. (cf. RFP Section 2, III.A.2.)</p>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>7. Provision of leisure, recreational and socialization activities that promote interaction between staff and the participant and between participants.</p> <p>(cf. RFP Section 2, III.A.3.)</p>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>8. Provision of individual or group physical conditioning exercises and simple calisthenics, constructive games or crafts that maximize the participant's physical and mental capacities and help to strengthen and improve limb and motor coordination.</p> <p>(cf. RFP Section 2, III.A.4.)</p>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>9. Provision of reminders, encouragement and assistance by staff to enable participants to maintain or to improve personal hygiene, self-care and attention to health care needs, including the provision of staff supervision of self-administered oral and non-oral medications.</p> <p>(cf. RFP Section 2, III.A.5.)</p>			

A SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACKUP)	D TIME LINE/ SCHEDULE
<p>10. Provision of counseling by staff to the participant and to the participant's family caregivers, if any, to assist in simple decision-making and problem solving, to resolve adjustment problems, to build upon available family support, and to increase awareness on the part of the participant and/or family caregiver of appropriate social services and health/medical care resources in the community, including the provision of referral services to secure needed services.</p> <p>(cf. RFP Section 2, III.A.6.)</p>			

<p style="text-align: center;">A</p> <p style="text-align: center;">SERVICE ACTIVITIES & PROGRAM REQUIREMENTS</p>	<p style="text-align: center;">B</p> <p style="text-align: center;">SPECIFIC TASKS</p>	<p style="text-align: center;">C</p> <p style="text-align: center;">TITLE OF RESPONSIBLE STAFF (& BACKUP)</p>	<p style="text-align: center;">D</p> <p style="text-align: center;">TIME LINE/ SCHEDULE</p>
<p>11. Provision of written semi-annual progress reports to the DHS-ACCSB social worker on all POS participants in a format approved by the Department. The reports shall be provided to the appropriate DHS-ACCSB social worker within thirty (30) days of the end of each participant's semi-annual period.</p> <p>(cf. RFP Section 2, III.A.7.)</p>			

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section. Please be aware that the format of this proposal application is not the same format as found on the State Procurement website.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment C of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *Budget forms, samples, instructions and the State's Cost Principles can be accessed at the State Procurement Office's website for health and human services (<http://www.spo.hawaii.gov>). Click on "Procurement of Health and Human Service, Chapter 103F, HRS" and then on "For Private Providers" (on the left hand side of the screen), then click on "Forms".*

The Proposal Application comprises the following sections:

- *Proposal Application Identification Form (Form SP-H-200)*
- *Table of Contents*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Facilities*
- *Service Delivery*
- *Forms A, B, C*
- *Financial*
- *Administrative Assurances*
- *Other (Litigation)*

I. Program Overview

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

II. Experience and Capability

The applicant shall provide a listing of verifiable experience with projects/contracts for the most recent eight (8) years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. The following information must be provided for each contract listed:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of the service or a brief description of service.

This will document that the contract(s) are pertinent to the service activities detailed in this RFP. The State reserves the right to contact references to verify experience.

III. Project Organization and Staffing

The applicant shall provide:

1. An organization-wide chart showing where the proposed program fits within the applicant agency.
2. An organizational chart of the proposed program (a Program Organizational Chart) that reflects all of the following:
 - a. Each position budgeted to the program including:
 1. Title from the position description,
 2. Qualification level (e.g., paraprofessional, bachelor's, master's), and
 3. Full-time equivalency (FTE);
 - b. In each geographical area; and
 - c. The lines of authority/supervision.
3. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A, B, and C in Section 2 of this RFP.
4. Staff Qualifications
 - a. The applicant shall provide position descriptions for all direct services staff budgeted to this program directly or through subcontract, including back up staff for these direct services staff; and
 - b. The position descriptions for direct service staff shall reflect any minimum qualifications (including experience) specified in Section 2, Specifications, of this RFP.
 - c. There must be agreement between the Program Organizational Chart and the program descriptions as to position titles and full time equivalents.

NOTE: These shall be official agency position descriptions that shall be used in hiring staff for this program. Narrative summaries or resumes cannot substitute for these position descriptions.

IV. Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services which includes:

- Existing or planned office facilities and locations(s); and
- Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure, if applicable.

If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable, and special equipment that may be required for the services.

V. Service Delivery

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

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

VI. Forms A, B, and C

The applicant must fill in numbers and percentages where items are blank on Form A - People to be Served, Form B-Services, and Form C-Outcomes. Shaded items do not need to be filled in. These forms are included in Section 2, Service Specifications, of this RFP. The applicant may propose different numbers or items than those specified as long as a justification for those differences is provided.

VII. Financial (as applicable)

A. Pricing Structure

Note: This section applies ONLY IF item III. B. 8 of Section 2 of this RFP indicates a cost reimbursement pricing structure.

1. Applicants must submit the following budget forms (available from the State Procurement Office; see the General Instructions on page 3-1 above):

SPO-H-205:	Budget
SPO-H-206A:	Personnel
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206C:	Inter-Island Travel
SPO-H-206E:	Contractual Services – Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases

- a. Applicants must provide a brief explanation of how the line item costs on form SPO-H-205 were derived (unless those line items are explained on other budget forms in the SPO-H-206 series).
- b. If costs are shared with other programs within the agency, then the applicant must provide a description of its cost allocation methodology. Any cost allocation must be in accord with the Method of Allocation described in the Stat’s Cost Principles for Chapter 103F, HRS. The Cost Principles are available from the State Procurement Office (cf. General Instructions on page 3-1 above). Also be advised for budgeting purposes that there will be insurance requirements and auditing requirements under this contract. See the Insurance Requirements, and Special Conditions of the Contract (items 8 and 9), in Section 5 of this RFP for details.

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

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

B. Other Financial Related Materials

Accounting System

In order to determine the adequacy of the applicant’s accounting system as described under the administrative rules, applicants shall submit with their proposals a copy of their most recent financial audit including any management letter that accompanied that audit.

VIII. Administrative Assurances

The Applicant shall sign and attach a copy of the Administrative Assurances that are found in Section 5, Attachment H, of this RFP.

IX. Other

Litigation

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

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

I. Introduction

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

II. Evaluation Process

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

The evaluation will be conducted in three phases as follows:

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

Phase 1: Mandatory Proposal Requirements:
Application Checklist
Tax Clearance Certificate
Required Licenses (if applicable)
Proposal Application Identification (Form SPOH 200)
Table of Contents
Administrative Assurances
Litigation Disclosure (for review & determination)
All of the categories in Phase II below must be addressed unless otherwise indicated

Phase II: Evaluation of POS Proposal Application:	
Evaluation Categories	Possible Points
Experience and Capability	11
Project Organization and staffing	17
Facilities	9
Service Delivery (Work Plan)	46

Phase II: Evaluation of POS Proposal Application:	
Forms A, B, and C	17
Financial (non-scored item)	0
Accounting System (non-scored item)	0
TOTAL POSSIBLE POINTS	100

Phase 3 - Recommendation for Award

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant. Attached to the notice or under separate cover will be a statement of recommendations which must be addressed by the PROVIDER before the Department will execute a contract.

III. Evaluation Criteria

NOTE: Applicants that address all of the required elements for a category as specified below will obtain at least a satisfactory score for that category. If they do not address all of the specified elements, they will receive less than satisfactory. If the review panel believes they addressed all of the elements and did so in an exceptional manner, the panel may award a score above satisfactory up to the maximum number of points for that category.

The panel will rate every category on a scale of 0 through 5 and convert that rating to a point score. For example, a satisfactory score for a category is calculated by dividing the maximum number of points for that category by 5 and multiplying that by 3. Each category below gives the maximum point score and the satisfactory point score in parentheses based on this system.

1. Experience and Capability (Maximum = 11 Points; Satisfactory = 6.6 Points)

The proposal includes a listing of verifiable experience with projects or contracts for the most recent eight years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. The following information must be provided for each contract listed:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of the service or a brief description of the service.

This will document that the contract(s) are pertinent to the service activities detailed in this RFP. The State reserves the right to contact references to verify experience.

2. Project Organization and Staffing (Maximum = 17 Points; Satisfactory = 10.2 Points)

The proposal includes all of the following:

- a. An organization-wide chart showing where the proposed program fits within the applicant agency.

- b. An organizational chart of the proposed program (a Program Organizational Chart) that reflects all of the following:
 - 1. Each position budgeted to the program including:
 - a) title from the position description,
 - b) qualification level (e.g., paraprofessional, bachelor's, master's), and
 - c) full time equivalency;
 - 2. In each geographic area; and
 - 3. The lines of authority/supervision.
- c. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A, B, and C in Section 2 of this RFP.
- d. Staff Qualifications
 - 1. The proposal includes position descriptions for all direct services staff budgeted to this program directly or through subcontract, including back up staff for these direct services staff; and
 - 2. The position descriptions for direct service staff shall reflect any minimum qualifications (including experience) specified in Section 2, Service Specifications, of this RFP.
 - 3. There must be agreement between the Program Organizational Chart and the position descriptions as to position titles and full time equivalents.

NOTE: These shall be official agency position descriptions that shall be used in hiring staff for this program. Narrative summaries or resumes cannot substitute for these position descriptions.

3. Facilities (Maximum = 9 Points; Satisfactory = 5.4 Points)

The proposal provides a description of the applicant's facilities and demonstrates its adequacy in relation to the proposed services which includes:

- a. Existing or planned office facilities and location(s); and
- b. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

If facilities are not available, the proposal describes plans to secure facilities. Additionally, the proposal describes how the facilities meet ADA requirements as applicable, and any special equipment that may be required for the services.

4. Service Delivery-Work Plan (Maximum = 46 Points; Satisfactory = 27.6 Points)

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

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

5. Forms A, B, and C (Maximum = 17 Points; Satisfactory = 10.2 Points)

The applicant must fill in numbers and percentages where items are blank on Form A-People to be Served, Form B-Services, and Form C-Outcomes. Shaded items do not need to be filled in. These forms are included in Section 2, Service Specifications, of this RFP. The applicant may propose different numbers or items than those specified as long as a justification for those differences is provided.

6. Financial (Not Scored)

Note: This section applies ONLY IF item III. B. 8 of Section 2 of this RFP indicates a cost reimbursement pricing structure.

- a. Applicants must submit the following budget forms (available from the State Procurement Office; see the General Instructions on page 3-1 above):

SPO-H-205:	Budget
SPO-H-206A:	Personnel
SPO-H-206B:	Personnel – Taxes, Assessments, Fringe
SPO-H-206C:	Inter-Island Travel
SPO-H-206E:	Contractual Services – Administrative
SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases

- a. Applicants must provide a brief explanation of how the line item costs on form SPO-H-205 were derived (unless those line items are explained on other budget forms in the SPO-H-206 series).
- b. If costs are shared with other programs within the agency, then the applicant must provide a description of its cost allocation methodology. Any cost allocation must be in accord with the Method of Allocation described in the State’s Cost Principles for Chapter 103F, HRS. The Cost Principles are available from the State Procurement Office (cf. General Instructions on page 3-1 above). Also be advised for budgeting purposes that there will be insurance requirements and auditing requirements under this contract. See the Insurance Requirements, and Special Conditions of the Contract (items 8 and 9), in Section 5 of this RFP for details.

Note: AWARDEES ONLY may be asked to submit additional budget forms at a later date as part of the contracting process including, but not necessarily 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)

7. Accounting System (Not Scored)

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, applicants shall submit with their proposals a copy of their most recent financial audit including any management letter that accompanied that audit.

8. Administrative Assurances (Not Scored)

The Applicant shall sign and attach a copy of the Administrative Assurances that are found in Section 5, Attachment H, of this RFP.

Section 5

Attachments

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

ATTACHMENT A

PROPOSAL APPLICATION CHECKLIST

Proposal Application Checklist

Applicant: _____

RFP No.: _____

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

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

Authorized Signature

Date

ATTACHMENT B

**SAMPLE PROPOSAL APPLICATION TABLE OF
CONTENTS**

SAMPLE Proposal Application Table of Contents

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	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
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ATTACHMENT C

PROPOSAL APPLICATION IDENTIFICATION FORM (SPO-H-200)

This form may be accessed from the State Procurement Office website at <http://www.spo.hawaii.gov>. Click *Procurement of Health and Human Services and For Private Providers*. Then scroll down and click *Forms and Instructions for Downloading . . .* or *Proposal Application Forms . . .*

ATTACHMENT D

INSURANCE REQUIREMENTS (EXCERPTS FROM CONTRACT)

INSURANCE REQUIREMENTS (EXCERPTS FROM CONTRACT)

Unless otherwise indicated, the following insurance coverages are contractually required by DHS of its POS Providers:

1. GENERAL LIABILITY INSURANCE

The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), or such lesser amount requested in writing by the PROVIDER, and, for good cause shown, approved by the head of the purchasing agency, which approval, of any, is incorporated herein by reference, for bodily injury and property damage liability arising out to each occurrence. The Liability Insurance shall provide that is the primary insurance for the State of Hawaii, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER'S performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawaii, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

2. AUTOMOBILE LIABILITY INSURANCE

Automobile liability insurance as applicable for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled, except upon thirty (30) calendar days written notice to STATE.

If the PROVIDER'S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles for

which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER'S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles with at least minimum no-fault coverage required by law.

3. ERRORS AND OMISSIONS (PROFESSIONAL) LIABILITY INSURANCE

As applicable for professional staff, errors and omissions liability insurance issued by a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.

The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives.

ATTACHMENT E

CRIMINAL CONVICTION RECORD CHECK STANDARDS

PROTECTIVE SERVICES CENTRAL REGISTRY STANDARDS

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL CONVICTION RECORD CHECK STANDARDS

I. PURPOSE

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

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

A. Upon implementation of these standards, a check of the Hawaii Criminal Justice Data Center's (HCJDC) criminal history record system for a criminal conviction 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 conviction record check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days;
2. In a direct service provider position when these standards become effective. The criminal conviction record check shall be completed within six (6) months of the effective date of these standards.

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

C. The responsibility for conducting a criminal conviction 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. The criminal conviction record checks shall be conducted through the Hawaii Criminal Justice Data Center, as follows:

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

The Oahu office, for a fee, will process mailed-in requests for criminal conviction records checks.

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

- D. A printed report of each criminal conviction record check is required. A copy of each criminal conviction record check report shall be accompanied by a signed statement of authenticity that the criminal conviction record report is a true and unaltered copy. Copies of the criminal conviction record check report and statement of authenticity shall be retained in the hired individual's personnel file and made available for review by Department staff for compliance monitoring purposes.
- E. A printed criminal conviction record check report, dated no more than six (6) months before the date an initial criminal conviction record check is required may be accepted instead of a new criminal conviction record check being performed.
- F. The Department shall not be directly responsible for any cost related to the criminal conviction record check. Funds received through a Purchase of Service contract with the Department for administrative costs may be used to meet the cost for criminal conviction record checks.

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

Information contained in criminal conviction 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 conviction as indicated below:

- A. The criminal conviction shall have occurred within ten (10) years of the date of the criminal conviction record check; and
- B. The crime for which there is a conviction shall have a rational relationship to a direct service provider's position. Rational relationship means the crime for which there is a conviction is substantially related to the qualifications, duties and responsibilities of a 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 by ACCSB/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 a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current criminal conviction record check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
 - 2. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB-Program Development Administrator, relevant ACCSB/CWSB Assistant

Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.

3. The 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.
 4. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 5. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives form DHS 1673, Request for Exemption (From Criminal Conviction Record Check Standards), or similar form. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 6. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
 - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Service Division Administrator.
- D. ACCSB/CWSB clients may choose not to do criminal conviction record checks on individuals they hire on their own. Clients who choose not to have criminal conviction record checks shall complete form DHS 1672, Consumer-employer Choice Regarding Criminal Conviction Records Check, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record checks on individuals they plan to hire as direct service providers.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

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

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

- A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:
 - 1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a direct service provider position on a probationary status not to exceed thirty (30) days; or
 - 2. In a direct service provider position when these standards become effective. The Protective Services Central Registry check shall be completed within six (6) months of the effective date of these standards.
- B. Individuals shall have a Protective Services Central Registry check upon initial hire or implementation of these standards and a second Protective Services Central Registry check twelve (12) months later. Thereafter, Protective Services Central Registry checks shall be conducted every other year.
- C. The Department of Human Services is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to

become a direct service provider. The individual shall sign and date the DHS 1507, Consent to Release Information From the Protective Services Central Registry, and mail the completed form to the Department of Human Services.

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

APS CENTRAL REGISTRY CHECK

1. 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
2. Notification of whether the allegation of abuse is confirmed or not confirmed.

CWS CENTRAL REGISTRY CHECK

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

- D. The following offices shall conduct the Protective Services Central Registry check upon receipt of the DHS 1507 as specified in section II-C:

APS CENTRAL REGISTRY CHECKS

1. Oahu: Adult Intake Unit
Adult and Community Care Services Section
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817-4941
2. East Hawaii: Adult and Community Care Services Section
224 Haili Street
Hilo, Hawaii 96720
3. West Hawaii: Adult and Community Care Services Section
75-5995 Kuakini Highway, #433
Kailua-Kona, Hawaii 96740
4. Kauai: Adult and Community Care Services Section
4370 Kukui Grove Street, Suite 205
Lihue, Hawaii 96766
5. Maui: Adult and Community Care Services Section
1773-B Wili Pa Loop
Wailuku, Hawaii 96793-1250

The Maui Section shall conduct APS Central Registry checks for the islands of Maui, Molokai, and Lanai.

CWS CENTRAL REGISTRY CHECKS

1. Oahu: Child Welfare Services Intake Unit
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817-4941
2. East Hawaii: East Hawaii Special Services Unit
120 Pauahi Street, Suite 210
Hilo, Hawaii 96720
3. West Hawaii: West Hawaii CWS Intake/Permanency Unit
75-5995 Kuakini Highway, Suite 523
Kailua-Kona, Hawaii 96740
4. Kauai: Intake/Central Child Welfare Services Unit
Lihue State Office Building
3060 Eiwa Street, Room 102
Lihue, Hawaii 96766-1890
5. Maui: West Child Welfare Services Unit
1885 Main Street, Suite 306
Wailuku, Hawaii 96793

The Maui Unit shall conduct CWS Central Registry checks for the islands of Maui, Molokai, and Lanai.

- E. Upon completion of the Protective Services Central Registry check, the Department of Human Services 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.
- F. 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

- A. 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:

1. 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; and
2. 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.

B. Exemptions from the requirements of sections III. A. 1 and 2 may be approved by ACCSB/CWSB.

1. Requests for exemptions shall be made in writing by using form DHS 1673, Request for Exemption (From Criminal Conviction Records Check or Protective Services Central Registry Check Standards) or a similar form. The individual seeking the exemption must complete the exemption form and a copy of the individual's current Protective Services Central Registry check must accompany the request. The exemption request shall be submitted to the ACCSB/CWSB Administrator.
2. The attached Checklist for Exemption Request may be used as a reminder of the documents to be submitted to the Department for EACH exemption request. Additional copies of this checklist may be photocopied as needed.
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.
4. Upon receipt of the written exemption request, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel shall include the ACCSB/CWSB Administrator or designee, the ACCSB/CWSB Program Development Administrator, relevant ACCSB/CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the ACCSB/CWSB Administrator or designee.
5. 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.

6. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
 7. Individuals requesting exemptions shall be informed in writing of the panel's decision within 45 calendar days from the date ACCSB/CWSB receives all documents listed on the attached Checklist for Exemption Request and needed for a decision to be made. ACCSB/CWSB may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
 8. Individuals who are dissatisfied with the ACCSB/CWSB panel decisions on their exemption requests may:
 - a. Request an informal discussion with the ACCSB/CWSB Administrator; and/or
 - b. Appeal the panel's decision to the Social Services Division Administrator.
- C. ACCSB clients may choose not to do APS Central Registry checks on individuals they hire on their own. Clients who choose not to have APS Central Registry checks shall complete form DHS 1672, Consumer-Employer Choice Regarding Criminal Conviction Record Check or Adult Protective Services 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 Adult Protective Services Central Registry checks on the individuals they plan to hire as direct service providers.

Attachment – Checklist for Exemption Request

DEPARTMENT OF HUMAN SERVICES
Social Services Division

Criminal Conviction Record Check Standards or
Protective Services Central Registry Check Standards

CHECKLIST FOR EXEMPTION REQUEST

The appropriate Social Services Division review panel shall consider a request for exemption from the Division's Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards only upon the receipt of the documents listed below. The panel shall then have forty-five (45) days to complete its review and to issue its decision on the request.

This checklist, with blocks checked off to confirm the inclusion of the appropriate documents, should accompany the documents submitted to the Department. The request should be forwarded to the Department by the prospective employer agency. The individual should keep copies of all submitted documents for his/her records.

1. **Form DHS 1673, "REQUEST FOR EXEMPTION (From Criminal Conviction Record Check Standards or Protective Services Central Registry Check Standards)".**
Must be completed and signed by individual requesting the exemption. A separate DHS 1673 shall be submitted for EACH exemption being requested.
2. **Criminal Conviction Record Check Report.**
This is the report from Hawaii Criminal Justice Data Center (HCJDC), and it must include the conviction for which the exemption is being sought.
3. **Protective Services Central Registry Check Report (Adult or Child Protective Services).**
This is the report or letter from the Department of Human Services, and it must include the confirmation of abuse for which the exemption is being sought.
4. **Statement of Authenticity.**
This is a statement completed and signed by the individual requesting the exemption that validates the copy of the Hawaii Criminal Justice Data Center report that is submitted. A copy is attached, and may be used to photocopy additional copies for your use.
5. **Letter from the Prospective Employer Agency.**
This letter will confirm the individual's status as a prospective direct service provider. The letter must identify the individual and the position for which the individual is being considered.
6. **Job Description.**
This description must come from the prospective employer agency. It will help the review panel to determine the relationship of the conviction to the direct services position offered to the individual.
7. **Evidence of Rehabilitation.**
Some examples of what may be submitted include: Letters from employers, letters confirming the termination of probation or parole, letters indicating completion of self-help program, such as anger management, drug treatment, etc.

Attachment (Statement of Authenticity)

ATTACHMENT F

GENERAL CONDITIONS

The General Conditions may be accessed from the State Procurement Office website at <http://www.spo.hawaii.gov>. Click *Procurement of Health and Human Services and For Private Providers*. Then scroll down and click *Contract Template – General Conditions* .

ATTACHMENT G
SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. **Failure to Deliver.** In addition to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, of Exhibit “D”, the General Conditions, the PROVIDER further agrees to the following: the inability of PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Exhibit “A”, Scope of Services, and any attachments to Exhibit “A” as applicable, shall be deemed to be a failure to provide the required services adequately or satisfactorily, entitling STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed until all elements of each service are delivered or completed and accepted by STATE.

2. **Insurance.** In addition to Section 1.4 of the General Conditions, Exhibit “D”, in order to protect PROVIDER as well as the State of Hawaii and their officers, employees, and agents covered under the indemnification provision in this Agreement, PROVIDER shall obtain and keep in force throughout the period of this Agreement the following insurance:
 - a. Automobile liability insurance as applicable, for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement, shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

If the PROVIDER’S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER’S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles with at least minimum no-fault coverage required by law.

- b. Errors and omissions liability insurance issued by a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Prior to or upon execution of this AGREEMENT, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.

The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives.

3. **Notice.** Any notice, bill, invoice, report, request, correspondence, approval, communication or demand that either party desires or is required by this Agreement to give the other party shall be in writing and either served personally or sent through the United States Postal Service by pre-paid first class mail to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing. Notices of the change in address shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

STATE: **Department of Human Services**
 Social Services Division
 Support Services Office
 Purchase of Services Unit
 810 Richards Street, Suite 501
 Honolulu, Hawaii 96813

PROVIDER:

Name: _____

Title: _____

Address: _____

4. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond control of such party. Such acts shall include, but not be limited to, acts of God, labor disturbances, riots, acts of war, epidemics, government regulations imposed after the fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes, or other causes beyond such party's control, provided that such party notifies the other party of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of product delivery, service, reports, or responses.
5. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, Exhibit "D", the party requesting an amendment, modification, alteration, change, or extension of any term, provision, or condition of this Agreement shall allow thirty (30) calendar days for consideration and approval of the request.
6. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, Exhibit "D", the PROVIDER further agrees to the following: All information and records about or for the clients served, secured from clients, STATE, or any other individuals or agencies by PROVIDER, or prepared by PROVIDER for STATE, in satisfaction of this Agreement, shall be confidential and shall not be made available to any individual or organization by PROVIDER without prior written approval of STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To insure the confidentiality of all such information and records, PROVIDER shall immediately refer all inquiries for information, including subpoenas, to the AGENCY'S Social Services Division Administrator or representative.
7. **Copyright and Patent.** In addition to Section 2.2, Ownership Rights and Copyright, of the General Conditions, Exhibit "D", the PROVIDER further agrees to the following: no summary, report, map, chart, graph, table, study or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its subPROVIDERS without prior written authorization from the Director. It is strictly understood that all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other materials prepared by the PROVIDER and all discoveries, inventions, or developments produced in whole or in part under this Agreement shall be the property of STATE.
8. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Agreement. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards, and shall furnish a copy of such audit to STATE. This requirement shall apply to all the PROVIDERS receiving general funds from STATE.

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

- a. The PROVIDER is subject to the federal audit requirements specified below; and

- b. The federal audit addresses whether the PROVIDER's internal control procedures are effective in meeting the terms and conditions of this Agreement.
9. **Federal Audit Requirement.** The PROVIDER spending Three Hundred Thousand (\$300,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to STATE.
10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, Exhibit "D", when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.
11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by STATE, and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received, all direct and indirect expenditures of any nature related to PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this AGREEMENT. The requirements for an adequate accounting system shall include, but are not limited to:
- The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the state procurement office;
 - The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
 - Compliance with generally accepted accounting principles.
12. **Maintain Records.** In addition to General Conditions, Exhibit "D", Section 2.3, Record Retention, PROVIDER shall maintain statistical, clinical and administrative records pertaining to services of this Agreement. The records shall be subject at all reasonable times to inspection or review by STATE or Federal representatives directly connected with the program area under this Agreement.
13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.
14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, in the General Conditions, Exhibit "D", PROVIDER further agrees to the following: if PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the

appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of STATE this Agreement shall terminate and be of no further force and effect and any property or rights of STATE, tangible or intangible, shall immediately without further notice or demand, be returned to STATE.

15. **Equipment.** If more than fifty percent (50%) of total contract funds specified in Exhibit “B” of this Agreement are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Agreement including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and with an expected life of more than one year, shall remain the property of STATE. Following the Agreement period, all equipment shall be reported in the final fiscal report to STATE. Disposition of said equipment shall be prescribed by STATE.

16. Exhibit “D,” General Conditions, item 1.6, Reporting Requirements, is revised as follows:

The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Exhibit “B” to this Agreement if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER’s overall efforts toward meeting the requirements of this Agreement, and where applicable in Exhibit “B,” listing expenditures actually incurred and units actually delivered in the performance of this Agreement. The PROVIDER shall return any overpayments to the STATE.

17. **Option to Extend.** STATE and PROVIDER may agree in writing to extend the terms of this Agreement in accordance with any of the following that are checked:

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

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

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

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

20. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** The Provider agrees that any subgrantee under this agreement, also known as a lower tier participant under federal regulations, shall sign the following Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
21. **Nondiscrimination.**
- a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations which effectuates Title VI of the Civil Rights Act of 1964, the Provider and any subgrantees hereby assure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
 - b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations which effectuates section 504 of the Rehabilitation Act of 1973, the Provider and any subgrantees hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded under this Agreement.
 - c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations which effectuates Title IX of the Educational Amendments of 1972 as well as section 844 of the Educational Amendments of 1974, the Provider and any

subgrantees hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any educational program or activity funded under this Agreement.

- d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations which effectuates the Age Discrimination Act of 1975 and except as may be specified in the Scope of Services of this Agreement, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
22. **Certification Regarding Lobbying.** The Provider and any subgrantees shall sign and submit to State the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
23. During the term of this Agreement the parties will be renegotiating terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."
24. PROVIDER acknowledges and agrees that STATE shall only compensate PROVIDER for services provided to referrals made by STATE, but that nothing contained in this Agreement obligates STATE to provide any such referrals to PROVIDER.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Title

Organization

ATTACHMENT H

ADMINISTRATIVE ASSURANCES

ADMINISTRATIVE ASSURANCES

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

1. Staff Development

A written training plan for Provider staff which:

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

2. Supervision

A written plan for supervising direct service staff. This plan will be consistent with the lines of supervision indicated on the Program Organizational Chart in the contract.

3. Coordination of Services

A written plan to coordinate services with other agencies and with DHS staff. That plan will include each of the following as applicable:

- a. Ongoing communication with DHS staff about active DHS clients, especially regarding critical incidents or non-participation in the mutually agreed upon program plan;
- b. Information and referral of clients to other community resources if appropriate; and
- c. Identification of other programs and agencies that can serve as resources to clients.

4. Quality Assurance & Program Evaluation

A written quality assurance plan that addresses all of the following:

- a. How all of the outcomes on Form C in Section 2 of this RFP will be measured; and
- b. The process of service delivery.

5. Criminal History and Protective Services Registry Checks

Documentation of criminal history and Protective Services Registry checks, or appropriate waivers, in accordance with the standards in Section 5 of the RFP, will be in the personnel files of all staff and backup staff providing direct services to clients or having direct client contact. This includes direct services staff of any subcontractors.

6. Documentation of Utilization

Procedures to accurately track and document the units of service delivered to clients and reported to DHS on Quarterly Activity Reports and, if required, on Client Eligibility Lists.

7. Minimal English and Physical Limitations

Reasonable accommodations to assure the delivery of services to clients with minimal English speaking abilities or physical limitations.

SIGNATURE

DATE

TYPE OR PRINT NAME

TITLE

AGENCY