

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

Request for Proposals

RFP No. HMS 301-48

Administrative Support for the Hawaii Foster Youth Coalition and Hawaii Foster Youth Coalition Services

March 2009

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.

March 6, 2009

REQUEST FOR PROPOSALS
ADMINISTRATIVE SUPPORT FOR THE HAWAII FOSTER YOUTH COALITION
AND HAWAII FOSTER YOUTH COALITION SERVICES
RFP No. HMS 301-48

The State of Hawaii Department of Human Services, Social Services Division, is currently requesting proposals from qualified applicants to provide administrative support for the Hawaii Foster Youth Coalition and Hawaii Foster Youth Coalition Services. The contract term will be from July 1, 2009 through June 30, 2010, with three (3) one year extensions contingent on the continued need for services, availability of funds and the performance of the contractor. A single contract will be awarded under this request for proposals.

Applicants must submit in hardcopy one (1) original and five (5) copies of each completed proposal. Proposals shall be mailed, postmarked by the United States Postal Service on or before April 6, 2009 and received no later than 10 days from the submittal deadline. Hand delivered proposals shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on April 6, 2009, at the drop-off site designated on the "Proposal Mail-in and Delivery Information Sheet." Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Social Services Division will conduct an orientation for this RFP on Monday, March 16, 2009, from 1:30 p.m. to 3:30 p.m. HST, at 810 Richards Street, Suite 501. See section 1, part VI, of the RFP for further details. All prospective applicants are encouraged to attend the orientation. For further information about the orientation, for special accommodations, or to participate by phone, contact Laura Giddings at (808) 586-5748 or at lgiddings@dhs.hawaii.gov. Those wishing to participate via telephone should notify the RFP issuing office at least two (2) working days prior to the orientation meeting.

The deadline for submission of written questions is 4:30 p.m., HST, on Wednesday, March 18, 2009. All written questions will receive a written response from the State on or about March 23, 2009.

Inquiries regarding this RFP should be directed to the RFP contact person, Laura Giddings at 810 Richards Street, Honolulu, Hawaii 96816, telephone: (808) 586-5748, fax: 586-5606. Email: lgiddings@dhs.hawaii.gov.

PROPOSAL MAIL-IN AND DELIVERY INFORMATION SHEET

NUMBER OF COPIES TO BE SUBMITTED: ONE (1) ORIGINAL AND FIVE (5) COPIES OF THE PROPOSAL ARE REQUIRED. ADDITIONAL COPIES MAY BE REQUESTED.

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

ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **April 6, 2009** and received by the state purchasing agency no later than **10 days** from the submittal deadline.

All Mail-ins

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

DHS RFP COORDINATOR

Laura Giddings
Program Specialist
Phone: 586-5748
FAX: 586-5606

ALL HAND DELIVERIES SHALL BE ACCEPTED AT THE FOLLOWING SITE UNTIL **4:30 P.M., Hawaii Standard Time (HST), April 6, 2009**. Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:30 p.m., HST, **April 6, 2009**.

Drop-off Site:

State of Hawaii
Department of Human Services
Social Services Division
Purchase of Services Unit
810 Richards Street, Suite 501
Honolulu, Hawaii 96813

BE ADVISED:

- *Dated shipping labels (such as those labels downloaded from the internet) are not considered postmarks.*
- *Hand deliveries will not be accepted after 4:30 p.m., HST, on April 6, 2009.*
- *Deliveries by private mail services such as FEDEX shall be considered hand deliveries and will not be accepted if received after 4:30 p.m. HST, April 6, 2009.*
- *Proposals sent by facsimile or by electronic means will not be accepted.*
- *The Department of Human Services will NOT allow applicants the option to submit copies of proposals on compact disc (CD). Applicants must submit in hard copy one (1) original proposal and five (5) copies.*

RFP Table of Contents

Section 1 Administrative Overview

I.	Procurement Timetable.....	1-1
II.	Website Reference.....	1-2
III.	Authority.....	1-2
IV.	RFP Organization.....	1-3
V.	Contracting Office.....	1-3
VI.	Orientation.....	1-3
VII.	Submission of Questions.....	1-4
VIII.	Submission of Proposals.....	1-4
IX.	Discussions with Applicants.....	1-7
X.	Opening of Proposals.....	1-7
XI.	Additional Materials and Documentation.....	1-7
XII.	RFP Amendments.....	1-7
XIII.	Final Revised Proposals.....	1-8
XIV.	Cancellation of Request for Proposals.....	1-8
XV.	Costs for Proposal Preparation.....	1-8
XVI.	Provider Participation in Planning.....	1-8
XVII.	Rejection of Proposals.....	1-8
XVIII.	Notice of Award.....	1-9
XIX.	Protests.....	1-9
XX.	Availability of Funds.....	1-10
XXI.	General and Special Conditions of the Contract.....	1-10
XXII.	Cost Principles.....	1-10

Section 2 - Service Specifications

I.	Introduction	
	A. Overview, Purpose or Need.....	2-1
	B. Planning activities conducted in preparation for this RFP.....	2-2
	C. Description of the Goals of the Service.....	2-3
	D. Description of the Target Population to be Served.....	2-4
	E. Geographic Coverage of Service.....	2-4
	F. Probable Funding Amounts, Source, and Period of Availability.....	2-4
II.	General Requirements.....	2-5
	A. Specific Qualifications or Requirements.....	2-5
	B. Secondary Purchaser Participation.....	2-7
	C. Multiple or Alternate Proposals.....	2-7
	D. Single or Multiple Contracts to be Awarded.....	2-7
	E. Single or Multi-Term Contracts to be Awarded.....	2-8
	F. RFP Contact Person.....	2-8

Section 1

Administrative Overview

Section 1

Administrative Overview

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

I. Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	<u>3/6/09</u>
Distribution of RFP	<u>3/6/09</u>
RFP orientation session	<u>3/16/09</u>
Closing date for submission of written questions for written responses	<u>3/18/09</u>
State purchasing agency's response to applicants' written questions	<u>3/23/09</u>
Discussions with applicant prior to proposal submittal deadline (optional)	<u>3/13/09 – 3/23/09</u>
Proposal submittal deadline	<u>4/6/09</u>
Discussions with applicant after proposal submittal deadline (optional)	<u>4/6/09 – 4/9/09</u>
Final revised proposals (optional)	<u>4/9/09 – 4/14/09</u>
Proposal evaluation period	<u>4/16/09 – 4/30/09</u>
Provider selection	<u>5/1/09</u>
Notice of statement of findings and decision	<u>5/2/09 – 5/11/09</u>
Contract start date	<u>7/1/09</u>

II. Website Reference

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

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

Non-SPO websites

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

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

III. Authority

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

IV. RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

V. Contracting Office

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

State of Hawaii
 Department of Human Services
 Social Services Division, Support Services Office, Purchase of Services Unit
 810 Richards Street, Suite 501
 Honolulu, Hawaii 96813
 Phone: (808) 586-5748 Fax: (808)586-5606

VI. Orientation

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

Date: March 16, 2009 **Time:** 1:30 pm to 3:30 pm
Location: Department of Human Services, Social Services Division,
 Support Services Office, 810 Richards Street, Suite 501,
 Honolulu, Hawaii 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 paragraph VII. Submission of Questions.

VII. Submission of Questions

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

Deadline for submission of written questions:

Date: March 18, 2009 **Time:** 4:30 p.m. HST

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

Date: March 23, 2009

VIII. Submission of Proposals

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

1. **Proposal Application Identification (Form SPO-H-200).** Provides applicant proposal identification.
2. **Proposal Application Checklist.** Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the state purchasing agency.
3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
4. **Proposal Application (Form SPO-H-200A).** Applicant shall submit comprehensive narratives that address all of the proposal requirements contained in Section 3 of this RFP, including a cost proposal/budget if required.

- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2, Service Specifications and Section 3, Proposal Application Instructions, as applicable. If required, Federal and/or State certifications are listed on the Proposal Application Checklist located in Section 5.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **Tax Clearance.** Pursuant to HRS Section 103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. Tax clearance applications may be obtained from the Department of Taxation website. (Refer to this section's part II. Website Reference.)
- E. **Wages and Labor Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS Section 103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to HRS Section 103-55, at the Hawaii State Legislature website. (See part II, Website Reference.)
- **Compliance with all Applicable State Business and Employment Laws.** All providers shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. (See part II, Website Reference.)
- F. **Hawaii Compliance Express (HCE).** Providers may register with HCE for online proof of DOTAX and IRS tax clearance Department of Labor and Industrial Relations (DLIR) labor law compliance, and DCCA good standing compliance. There is a nominal annual fee for the service. The "Certificate of Vendor Compliance" issued online through HCE provides

the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to this section's part II. Website Reference for HCE's website address.

G. Campaign Contributions by State and County Contractors. Providers are hereby notified of the applicability of HRS Section 11-205.5, which states that campaign contributions are prohibited from specified State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. For more information, FAQs are available at the Campaign Spending Commission webpage. (See part II, Website Reference.)

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

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

I. Confidentiality of Personal Information. Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8 regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

J. Proposal Submittal. All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet. Proposals shall be rejected when:

- Postmarked after the designated date; or
- Postmarked by the designated date but not received within 10 days from the submittal deadline; or
- If hand delivered, received after the designated date and time.

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

For this procurement, the Department of Human Services will NOT accept faxed proposals and/or submission of proposals on diskette/CD or transmission by email, website, or other electronic means. Please refer to HAR section 3-143-504.

IX. Discussions with Applicants

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

X. Opening of Proposals

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

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

XI. Additional Materials and Documentation

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

XII. RFP Amendments

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

XIII. Final Revised Proposals

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

XIV. Cancellation of Request for Proposal

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

XV. Costs for Proposal Preparation

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

XVI. Provider Participation in Planning

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

XVII. Rejection of Proposals

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

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

- (1) Rejection for failure to cooperate or deal in good faith. (HAR Section 3-141-201)
- (2) Rejection for inadequate accounting system. (HAR Section 3-141-202)
- (3) Late proposals (HAR Section 3-143-603)

- (4) Inadequate response to request for proposals (HAR Section 3-143-609)
- (5) Proposal not responsive (HAR Section 3-143-610(a)(1))
- (6) Applicant not responsible (HAR Section 3-143-610(a)(2))

XVIII. Notice of Award

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

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

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

XIX. Protests

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

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

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

Head of State Purchasing Agency	Procurement Officer
Name: Lillian B. Koller	Name: Amy Tsark
Title: Director	Title: Social Services Division Administrator – Acting
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, Hawaii 96809	Mailing Address: Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, Hawaii 96813
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, Hawaii 96813	Business Address: Department of Human Services Social Services Division 81 Richards Street, Suite 400 Honolulu, Hawaii 96813

XX. Availability of Funds

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

XXI. General and Special Conditions of Contract

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

XXII. Cost Principles

In order to promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201, which is available on the SPO website (see paragraph II, Website Reference). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

Section 2

Service Specifications

Section 2

Service Specifications

I. Introduction

A. Overview, purpose or need

1. Overview and Purpose of the Services Purchased

The Federal Department of Health and Human Services (DHHS), pursuant to the Chafee Foster Care Independence Act, also known as the Chafee Foster Care Independence Program (CFCIP), requires that all states seek and allow youth input regarding youth related programs. The CFCIP provides the majority of the funding for the DHS/CWSB Independent Living Program (ILP). DHS maintains compliance with Federal requirements through continued support and funding of Hawaii Foster Youth Coalition (HFYC).

The Department has the responsibility for ensuring the safety, permanency and well-being of children who have been the subject of child abuse and/or neglect. These outcomes are measured by the Federal government through the Child and Family Service Review (CFSR) and monitored through the Program Improvement Plan (PIP). DHS also measures and monitors these outcomes through Quality Case Reviews and the Continuous Quality Improvement Council. HFYC's participation in these activities as a community partner and stakeholder is a critical factor in the Department's efforts to achieve these outcomes.

The HFYC is a youth led organization, funded by DHS/CWSB to assist foster youth who are under the placement responsibility of DHS/CWSB to see the infinite pathways and possibilities of their lives. The HFYC and its members advise and advocate for opportunities that will allow youth to enjoy a productive present and a successful future. HFYC was established as Hawaii's youth advisory board to provide youth input into the planning and review of the State's child welfare services, including the ILP, and as a means to provide support and outreach to foster youth.

It is vital that any agency planning to submit a proposal for this procurement understand, accept and support the concept that HFYC is a **youth led organization**. This is summarized in their motto – *Nothing about us without us*. The services being procured are to assist the youth in attaining their goals and objectives, not to determine the goals and objectives for the youth. It is very important that the agency assisting HFYC clearly understand the importance of the youth led structure.

Although the youth need guidance, particularly in fiscal and administrative matters, an agency's attempts to control the HFYC program and governance will undermine the structure. This calls for an approach of flexible oversight and support that is not usual for most agencies or fiscal sponsorships. The goal is to assist the HFYC maintain and develop its own identity and agenda, not to have the HFYC become a venue for the sponsoring agency's agenda. This is a delicate balance, to support the youth so that they can make the best decisions for their organization, yet not be so controlling or directive that the HFYC loses the essence of what makes it so important – that it is youth led.

The purposes of the services to be purchased are twofold:

- a) To provide administrative and fiscal oversight by an established agency with experience in providing services to youth in foster care to ensure the continuation of services for a robust youth led HFYC; and
- b) To provide program assistance and oversight that guides the HFYC to ensure that they continue to develop an organizational structure that is sustainable; and to support the HFYC identify and successfully deliver an array of services tailored to meet the needs of youth in foster care as well as youth in transition from foster care to independence.

B. Planning activities conducted in preparation for this RFP

X	Information from <u>fundors</u> (legislature, federal agencies, private foundations, etc.) on funding terms and conditions;
X	Information from <u>other state agencies</u> on services to the same target group;
X	Views of service <u>recipients and community advocacy groups</u> on conditions affecting achievement of desired goals;
X	Views of <u>PROVIDER organizations</u> on how to improve service specifications; a request for information (RFI) process may have been used for this purpose;
X	Information from POS monitoring and other <u>reports</u> for current contracts; and
X	Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

The Department of Human Services, Purchase of Services Unit, issued a Request For Information (RFI) on December 5, 2008 requesting written information and feedback on draft services specifications. Written responses were due December 19, 2008. One written response was received. The information from the RFI was considered in developing this RFP.

C. Description of the goals of the service

The ultimate goal for these services is the successful transition of youth from foster care to self-sufficiency.

The immediate goals are: 1) the continuation of services for a robust youth led HFYC facilitated through administrative oversight and support of an established agency with experience in providing services to youth in foster care. 2) Guidance and support for the HFYC to ensure that they continue to develop an organizational structure that is sustainable to consistently meet their goals.

The Hawaii Foster Youth Coalition provides a valuable service to foster youth involved in the program as well as to the foster care system. In the past years, the Coalition has grown immensely and their effective influence has been found in DHS, the Legislature, Family Court and in the community at large.

Engaging older foster youth in services and activities is often difficult, particularly when social workers and other adults introduce the services or activities. Having a youth led organization recruit other youth is developmentally appropriate and effective. Through participation in the HFYC, youth learn many new skills that will help them emancipate successfully.

Advocacy through a youth organization is another very strong component of this program. Youth in care, can help the staff of agencies working with and for foster youth, understand the needs of the youth. The Coalition does a great job advocating for other youth as well as training staff. Every program in our state that is designed to work with this population should consult with the Coalition when programs are developed.

HFYC participation in the DHS case review and the quality assurance processes will ensure the coalition's activities are consistent with the PIP in achieving conformity to the CFSR outcomes and for system improvement. Additionally, HFYC participation in DHS sponsored or collaborative conferences, workshops and other presentations is an important means of meeting the goals of both the HFYC and DHS increased awareness and improved services.

D. Description of the target population to be served

- Youth between the ages of 14 and over currently in out-of-home care under DHS/CWSB placement responsibility, and
- Youth ages of 18 and over formerly in out-of-home care under DHS/CWSB placement responsibility.

E. Geographic coverage of service

Services shall be provided in the geographic areas checked below. See part II.D below regarding the awarding of single and/or multiple contracts.

Kauai:		X
Oahu:	Island of:	X
	Central Honolulu:	
	Windward:	
	Leeward:	
Maui County:	Maui:	X
	Molokai:	X
	Lanai:	X
Hawaii County:	East Hawaii:	X
	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:	N/A
Statewide:		\$157,360
TOTAL:		\$157,360

Additional funding may become available over 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.

Funding may vary over the life of the contract depending on the level of funding received by the State under the CFCIP. Increases or decreases in funding received from the federal program may result in increases or decreases in the funding level for this contract.

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 clients or families for contracted services without the prior approval of the STATE.
3. The PROVIDER must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The PROVIDER must not require nor depend on the Department's staff to provide service activities in the event that program resources are not available due to the above situations.

4. The PROVIDER must ensure smooth transitions of all service activities under the contract 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 a protocol to identify success, and include a process for making improvements or taking corrective action based upon the evaluation findings.
9. The PROVIDER must evaluate its program by using credible and tested measurement tools for program effectiveness in meeting performance and quality standards. Upon request the PROVIDER must provide copies of its evaluation documentation, and any reports that include the contracted service, to the Department.
10. When disagreement between the PROVIDER's staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department of Human Services shall prevail. Failure on the part of the PROVIDER to comply shall be deemed cause for corrective action and subject to contractual remedies.
11. During the term of the contract the parties may renegotiate terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the

renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."

12. The contract will be modified if necessary to comply with any changes in federal or State statutes or rules or the requirements of various funding sources. In the event such changes are necessary, the Department will notify the PROVIDER in writing of the need for the change and the proposed changes. The PROVIDER will have the opportunity to discuss the changes prior to their implementation.
13. The PROVIDER shall comply with the Chapter 103F, HRS, Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/1/98) which can be found on the SPO website. The SPO website address can be found in Section I of this RFP, under II. Website Reference.
14. If and when applicable, the PROVIDER must provide reasonable accommodations to assure the PROVIDER's capacity to deliver services to those clients with minimal English speaking abilities and physical limitations.

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

After-the-fact secondary purchases will be allowed.

Planned secondary purchases: None

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

Allowed Unallowed

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

Single Multiple Single & Multiple

Criteria for multiple awards: N/A

E. Single or multi-term contracts to be awarded

(Refer to HAR Section 3-149-302)

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

Contract terms:

***Contract Terms:**

Initial term of contract:	One (1) year anticipated to be 7/1/09 through 6/30/10.*
Length of each extension:	One (1) year unless otherwise agreed by STATE.
# of possible extensions:	Three (3) annual extensions.
Maximum length of contract:	Four (4) years from 7/1/09 through 6/30/13 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. • 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(s). Written questions should be submitted to the RFP contact person and received by the day and time specified in Section 1, paragraph I (Procurement Timetable) of this RFP.

Name:	Laura Giddings
Title:	Purchase of Services Specialist
Phone:	586-5748
Fax:	586-5606
E-mail:	lgiddings@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)

The selected agency will provide administrative support, fiscal management, and program support and guidance for the Hawaii Foster Youth Coalition (HFYC), the youth advisory board for the Department. These services will be provided to the HFYC in a manner that will continue to support the members of the HFYC meet the goals of representing the voice of youth currently and formerly in foster care, advocating for the rights and needs of foster youth, developing youth leadership ability, and assisting youth to prepare for and manage the transition to productive self-sufficient adult independent living. The provider shall perform the following duties:

1. Oversight and Support Services:

- a) **Administrative support** to include but not be limited to:
 - Payroll functions
 - Human Resource functions
 - Contract execution tasks
- b) **Fiscal management** to include, but not be limited to:
 - Receipt and disbursement of funds from DHS for HFYC, including funds for salaries, subcontracts, and program activities.
 - Development and monitoring of budgets as specified by DHS.
 - Documentation and tracking of fiscal activities on behalf of HFYC.
 - Timely submission of fiscal reports to DHS.
- c) **Program guidance, assistance and oversight** to include but not be limited to:
 - Support and guidance for the HFYC executive director and board members.
 - Guidance in organizational planning.
 - Support and guidance as needed to assist the HFYC determine and implement goals, objectives, and activities.
 - Guidance, support and direction to ensure consistent HFYC representation and participation in planned events, including Quality Case Reviews, Continuous Quality

Improvement Council meetings, DHS sponsored and collaborative conferences, workshops and presentations.

- Logistical support as needed, that may include but not be limited to, providing or facilitating office or meeting space, graphic reproduction, computer and Internet access, travel assistance and coordination, use of business equipment, and other similar support.

Funding under this RFP provides for: 1) an allocation for the PROVIDER's administrative expenses (not to exceed 10%); and 2) the balance of the contract amount to be expended for HFYC expenses including a Project Director to provide professional management; support for meetings held by the board of directors; and other resources needed to carryout HFYC activities.

2. **Hawaii Foster Youth Coalition Activities** shall include but not be limited to:

- a) Outreach to and engagement of DHS foster youth and former foster youth regarding IL services;
- b) Outreach to and engagement of DHS foster youth and former foster youth regarding HFYC activities and services;
- c) Outreach and engagement of current and former foster youth with diverse characteristics/backgrounds including but not limited race, culture, ethnicity, and sexual orientation;
- d) Provision of a venue and forum for foster and former foster youth to exchange ideas, develop leadership skills and form informal support systems;
- e) Review and comment on existing and planned DHS/CWSB IL events, programs, and procedures;
- f) Participate in DHS sponsored and collaborative conferences, workshops and presentations, and the DHS case / program review and quality assurance processes, including, but not limited to Quality Case Reviews, Continuous Quality Improvement Council meetings.
- g) Participation in DHS/CWSB sponsored training for staff, foster parents and community stakeholders;
- h) Facilitation of regional and statewide independent living conferences;
- i) Participation in the annual luncheon for foster youth who have successfully completed high school;
- j) Presentations to a variety of audiences. The purposes of these presentations include: outreach and recruitment of youth to become members of HFYC; being a voice of foster children by educating the community regarding foster care in general, or to educate the

- community about youth transitioning out of care; participation in DHS sponsored trainings for staff and foster parents.
- k) Legislative advocacy.
 - l) Specific outreach services to DHS youth, who are thinking of running away, on the runaway status, or have recently returned from a runaway episode.

The PROVIDER will ensure that the HFYC will hold a minimum of four statewide board meetings. HFYC will conduct ongoing recruitment of foster youth, ages 14-24, to participate in activities that facilitate peer connections and support, connection with resources for transitioning out of care, and provide input to enhance existing services for youth in foster care. Activities will include service learning projects, presentations, trainings, independent living conferences, and local chapter meetings with total of nine local chapters operating on four islands.

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

1. Personnel

- a) The PROVIDER shall ensure that no employee has a record of criminal convictions or CPS involvement that would pose a risk to youth or families. The PROVIDER shall comply with standards established by the Department's Social Services Division for criminal conviction record checks and protective services registry checks which are attached in Section 5 of this RFP.
- b) PROVIDER staff must have the educational qualifications and necessary training to provide the activities requested.
- c) PROVIDER staff must have knowledge and experience with youth in foster care including but not limited to dealing with domestic violence, child abuse and neglect, substance abuse, and youth in transition from foster care to self-sufficient independent living; and must be willing to work with youth and families that present those safety issues.
- d) 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 DHS shall prevail. Failure on the part of the PROVIDER to comply shall be deemed cause for corrective action and subject to contractual remedies.

2. Administrative

- a) The PROVIDER shall agree to and shall abide by any Administrative Assurances that are attached to this Section 5 of the RFP.
- b) The budget(s) prepared by the PROVIDER shall include:
 - 1) operating and activity costs for the HFYC.
 - 2) the PROVIDER's administrative costs not to exceed 10% of the annual funding amount for providing the contracted services for the HFYC, as well as,
 - 3) proposed costs for major HFYC projects.

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) Forms A, B, and C are primarily a monitoring tool for the Department to track the number of people served, the service activities and the outcomes. However, for this RFP, these forms will not be used for the services provided by the selected agency. The selected agency/organization will provide a report (narrative form is acceptable) of the activities each quarter regarding efforts to provide support and guidance for the HFYC. The report should also include information on the fiscal management and fund disbursement.

The Department would also like information from the HFYC. The A, B, C forms are to be used by the PROVIDER capture the HFYC service activities and goals.

The PROVIDER must track the information listed on the Forms A, B, C. located in Section 5 of the RFP. The PROVIDER will report on these items in a format approved by DHS.

- b) The PROVIDER shall maintain the capacity to deliver services throughout the term of the Agreement.

5. Experience

The PROVIDER shall have a documented history that demonstrates fiscal responsibility, the ability to work with other agencies and organizations in an effective and collaborative manner, and the ability to effectively administer service programs. The PROVIDER shall also be able to demonstrate knowledge about and experience working with the DHS/CWSB, specifically with youth in foster care and youth in transition from foster care to independence.

6. Coordination of services

See any Administrative Assurances that may be attached to Section 5 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.

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.

C. 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	The PROVIDER's facilities must be adequate to accomplish the service activities in the RFP and contract and be in accordance with all applicable federal, state, and local laws and regulations.

IV. COMPENSATION AND METHOD OF PAYMENT**A. 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.

- X 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.
- 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.

B. Units of Service and Unit Rate

Not Applicable.

C. Payment Schedule

Payments to the Provider will be made in advance and in quarterly installments upon the quarterly submission by the Provider of invoices for the services provided. The method of payment may be revised by mutual agreement throughout the term of the contract.

Payments shall be made in accordance with the State of Hawaii, State Procurement Office, Chapter 103F, HRS – Cost Principles, Purchases of Health and Human Services and when applicable, in accordance with the Office of Management and Budget (OMB) Federal Cost Principles (OMB Circular A-21, A87, or A-122).

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPO-H-200A) is available on the SPO website (see Section 1, paragraph II, Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

The Proposal Application comprises the following sections:

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

I. Program Overview

Applicant shall give a brief overview to orient evaluators as to the program/services being offered. The applicant shall highlight the agency's mission and vision, as well as the goals and objectives of the proposed service activities relative to the target population and geographic coverage of service.

II. Experience and Capability (20 points)

A. Necessary Skills (4 points)

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

B. Experience (6 points)

The applicant shall provide a **description of projects/contracts** for the most recent two (2) years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. The applicant shall include the following information for each project/contract listed:

- Contract/project identification number
- Contracting agency
- Name of contact person, phone number, email address, and mailing address from the contracting agency
- Title of the service or a brief description of the service

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

C. Quality Assurance and Evaluation (4 points)

The applicant shall describe its own plans for quality assurance and evaluation including methodology, instruments, and timelines for the proposed services. The applicant shall describe the agency's internal review process to ensure conformance with contract requirements, provision of Administrative Assurances, adequate accounting practices, accurate case record keeping, accurate tracking of performance/outcome/output measures, adequate maintenance of agency files, and program effectiveness.

D. Coordination of Services (3 points)

The applicant shall describe its own plans that demonstrate the capability to coordinate services with other agencies and resources in the community.

Refer to the Administrative Assurances attached to Section 5 of the RFP for requirements for the coordination of services.

E. Facilities (3 points)

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

III. Project Organization and Staffing (15 points)

A. Staffing

1. Proposed Staffing (3 points)

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. Refer to RFP Section 2, III.B.1 as applicable.

2. Staff Qualifications (5 points)

The applicant shall provide position descriptions that include the minimum qualifications (including experience) for each staff position budgeted to the program directly or through subcontract including back-up staff . These minimum qualifications must meet the minimum personnel requirements of this RFP. Refer to RFP Section 2, III.B.1 as applicable.

Position description titles shall match the titles listed on the Program Specific and Organization-wide charts.

B. Project Organization

1. Supervision and Training (4 points)

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

2. Organization Chart (3 points)

The applicant shall describe in detail its approach and rationale for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks. In addition, the applicant shall provide:

- A. An “Organization-wide” chart showing where the proposed program fits within the applicant agency.
- B. A “Program specific” organization chart that reflects:
1. The position of each staff budgeted to the proposed program including:
 - a) Title from position descriptions
 - b) Qualification level (e.g. high school, bachelor’s, master’s)
 - c) Full-time equivalency (FTE) to the applicant agency and to the program.
 2. The lines of authority /supervision

Both the “Organization-wide” and “Program Specific” organization charts shall be attached to the Proposal Application.

IV. Service Delivery (55 points)

The 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.

The applicant shall address all of the items of the Work Plan attached to Section 5 of this RFP according to the instructions attached to that Work Plan. Please note it is not acceptable to simply repeat language in the RFP as you address the specific tasks related to the various service activities.

The applicant shall address in detail the following items which are listed in the Work Plan:

- Administrative support
- Fiscal management
- Program guidance, assistance and oversight
- Monitoring of HFYC plans and activities
- Grievance and dispute resolution procedures for HFYC and DHS staff

V. Financial (10 points)

A. Pricing Structure (8 points)

1. Applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency in RFP Section 2, Service

Specifications, Compensation and Method of Payment. The cost proposal shall be attached to the Proposal Application.

Applicant shall submit budgets that reflect the following information:

- a) the operating and activity costs for the HFYC;
- b) the applicant's administrative costs not to exceed 10% of the annual funding amount;
- c) proposed costs for major HFYC projects. These projects are to be determined by the applicant.

All budget forms, instructions and samples are located on the SPO website (see Section 1, paragraph II. Website Reference referred to in this RFP). The following budget form(s) shall be submitted with the Proposal Application:

SPO-H-205:	Budget
SPO-H-206A:	Personnel – Salaries and Wages
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

2. Applicant shall provide a brief explanation of how the line costs on form SPO-H-205 were derived unless those line items are explained on other budget forms in the SPO-H-206 series).
3. Applicant shall be advised for budgeting purposes that there are insurance requirements and auditing requirements under this contract. See the Insurance Requirements, and Special Conditions of the Contract (Attachments E and H) in Section 5 of this RFP for details.
4. **Applicant shall provide a justification for the PROVIDER's administrative costs, not to exceed 10% of the annual funding amount.**

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

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

All budget forms, instructions and samples are located on the SPO website. See Section 1, II. Website References, page 1-2 in this RFP.

B. Other Financial Related Materials**1. Accounting System (2 points)**

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

- a. The applicant shall submit the most recent Financial Audit including any management letter that accompanied that audit.
- b. The applicant shall describe the cost allocation plan for this contract which demonstrates the applicant's expenditures are allocated based on a plan that is reasonable, appropriate, and lawful.

VI. Other**A. 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.

B. Administrative Assurances

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

Section 4

Proposal Evaluation

Section 4

Proposal Evaluation

I. Introduction

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

II. Evaluation Process

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

The evaluation will be conducted in three phases as follows:

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

Evaluation Categories and Thresholds

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	
 <i>Proposal Application</i>	
Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	15 points
Service Delivery	55 points
Financial	10 Points
 TOTAL POSSIBLE POINTS	 100 Points

III. Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

2. Administrative Requirements

- Proposal Application Checklist
- Tax Clearance certificate
- Administrative Assurances

3. Proposal Application Requirements

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

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

Program Overview: No points are assigned to Program Overview. The intent is to give the applicant an opportunity to orient evaluators as to the service(s) being offered. The applicant has highlighted the agency's mission and vision, as well as the goals and objectives of the proposed service activities relative to the target population and geographic coverage of service.

1. *Experience and Capability (20 Points)*

The State will evaluate the applicant's experience and capability relevant to the proposal contract, which shall include:

A. Necessary Skills

- The applicant has demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.

4 points

B. Experience

- The applicant has listed all required information that demonstrates two (2) years of experience pertinent to the service activities detailed in this RFP.
- The references listed confirm the applicant has delivered services pertinent to the service

2 points

2 points

activities detailed in this RFP.

- The applicant has included the following information for each contract/project listed:
 - 1) Contract/project identification number;
 - 2) Contracting agency;
 - 3) Name of contact person, phone number, email address, an mailing address from the contracting agency;
 - 4) Title of the service or a brief description of the service.

2 points

C. Quality Assurance and Evaluation

- The applicant has fully described and has demonstrated sufficiency of quality assurance and evaluation plans for the proposed services, including methodology, instruments, and timelines for proposed services (Please refer to Section 3, II.C)

4 points

D. Coordination of Services

- The applicant has provided a plan to coordinate services that includes pertinent items listed in the Administrative Assurances. (Refer to Section 5)
- The applicant has demonstrated the capability to coordinate services with other agencies and resources in the community.

1 point

2 points

E. Facilities

- The applicant has provided information that demonstrated adequacy of facilities relative to the proposed services. This includes but is not limited to the following: physical address, appropriateness in relation to proposed services, facility meeting ADA requirements as applicable, and detailed plans to secure facilities.

3 points

2. Project Organization and Staffing (15 Points)

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

A. Staffing

- Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services. 3 points

- Staff Qualifications: The minimum qualifications (including experience) for staff and subcontractors assigned to the program are described and are sufficient to ensure quality program/service delivery. Position descriptions are attached. 3 points

- The applicant's position titles in the organization-wide and program specific charts match titles position descriptions. 2 points

B. Project Organization

- Supervision and Training: The applicant has described and demonstrated the ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services. 4 points

- Organization Charts: The applicant has detailed its approach and rationale for the structure, functions, and staffing to deliver the proposed service activities and tasks. In addition the applicant has provided the following information:

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

2. A program specific organizational chart that reflects all of the following:

a) each position budgeted to the program including:

- Title from the position description,
- Qualification level (e.g. high school, bachelors degree, master's degree),
- Full-time equivalency (FTE) to the applicant agency and to the program,
- The lines of authority and supervision

3 points

3. Service Delivery (55 Points)

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

The evaluation criteria may also include an assessment of the logic of the work plan for the major service activities and tasks to be completed, including clarify in work assignments and responsibilities, and the realism of the timelines and schedules, as applicable.

- Administrative support 8 points
- Fiscal management 15 points
- Program guidance, assistance and oversight 15 points
- Monitoring of HFYC plans and activities 15 points
- Grievance and dispute resolution procedures for HFYC and DHS staff 2 points

4. Financial (10 Points)

- The applicant has submitted a cost reimbursement proposal as designated in RFP Section 2, which fully supports the scope of services and has submitted all budget information and forms listed in RFP section 3. 2 points
- Personnel and non-personnel costs are reasonable and comparable to positions in the community. 2 points
- The applicant has provided a clear and acceptable budget for the administrative costs, not to exceed 10% of the annual funding amount. 1 point
- The applicant has provided a clear and acceptable budget for the costs specifically expended to support HFYC. 2 point
- The applicant has clearly identified major HFYC projects and has provided budget information that reflects reasonable costs. (refer to RFP Section 2, III.B.2) 1 points
- The applicant has submitted the most recent financial audit with any management letter that accompanied that audit and has demonstrated an adequate accounting system. 2 point

C. Phase 3 - Recommendation for Award

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

Section 5

Attachments

- A. Proposal Application Checklist**
- B. Sample Table of Contents**
- C. Work Plan Format**
- D. Forms A, B, and C**
- E. Insurance Requirements (Excerpts from Contract)**
- F. Criminal Conviction Record Check Standards and Protective Services Central Registry Standards**
- G. General Conditions**
- H. Special Conditions**
- I. Administrative Assurances**

ATTACHMENT A

**COMPETITIVE 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)			X	
SPO-H-205	Section 3, RFP	SPO Website*	X	
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*	X	
SPO-H-206B	Section 3, RFP	SPO Website*	X	
SPO-H-206C	Section 3, RFP	SPO Website*	X	
SPO-H-206D	Section 3, RFP	SPO Website*	X	
SPO-H-206E	Section 3, RFP	SPO Website*	X	
SPO-H-206F	Section 3, RFP	SPO Website*	X	
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*	X	
SPO-H-206I	Section 3, RFP	SPO Website*	X	
SPO-H-206J	Section 3, RFP	SPO Website*	X	
Certifications:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP	X	
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				
Administrative Assurances	Section 3, RFP	Section 5, RFP	X	

Authorized Signature

Date

ATTACHMENT B

SAMPLE PROPOSAL
TABLE OF CONTENTS

Proposal Application Table of Contents

I.	Program Overview.....	1
II.	Experience and Capability	1
	A. Necessary Skills	2
	B. Experience.....	4
	C. Quality Assurance and Evaluation.....	5
	D. Coordination of Services.....	6
	E. Facilities.....	6
III.	Project Organization and Staffing	7
	A. Staffing.....	7
	1. Proposed Staffing.....	7
	2. Staff Qualifications	9
	B. Project Organization	10
	1. Supervision and Training.....	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts)	
IV.	Service Delivery.....	12
V.	Financial.....	20
	See Attachments for Cost Proposal	
VI.	Litigation.....	20
VII.	Attachments	
	A. Cost Proposal	
	SPO-H-205 Proposal Budget	
	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
	Financial Audit for fiscal year ended June 30, 1996	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	

ATTACHMENT C

WORK PLAN FORMAT

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 youth 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 youth and the family's ability to protect the youth.
- 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 youth and family.
- Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their youth.

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

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

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

WORK PLAN FORMAT

Service: Administrative Support for the Hawaii Foster Youth Coalition and Hawaii Foster Youth Coalition Services

RFP #: HMS 301-48

Agency: _____

A	B	C	D
SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACK-UP)	TIMELINE/ SCHEDULE
<p><u>1. Administrative Support</u> (cf. RFP Section 2, III. A.)</p> <p>a. Payroll functions</p> <p>b. Human Resource functions to include but not limited to:</p> <ul style="list-style-type: none"> • Processing new hires • Arranging benefits coverage • Processing employee terminations • Processing independent contractor agreements <p>c. Contract execution tasks</p>			

A SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACK-UP)	D TIMELINE/ SCHEDULE
<p><u>2. Fiscal Management</u> (cf. RFP Section 2, III. A.)</p> <p>a. Receipt and disbursement of funds from DHS for HFYC including funds for salaries, subcontracts, and program activities.</p> <p>b. Development and monitoring of budgets as specified in RFP Section 2, III. B. 2.</p> <p>b. Documentation and tracking of fiscal activities on behalf of the HFYC</p> <p>c. Documentation and tracking of administrative costs of no more than 10% of annual contract funding.</p> <p>d. Timely submission of fiscal reports as specified by DHS.</p>			

A SERVICE ACTIVITIES and PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACK-UP)	D TIMELINE/ SCHEDULE
<p><u>3. Program Guidance, Assistance, and Oversight to HFYC</u> (cf. RFP Section 2, III. A.)</p> <p>a. Support and guidance to HFYC executive director and board members</p> <p>b. Guidance in organizational planning</p> <p>c. Support and guidance as needed to assist HFYC to implement goals, objectives and activities.</p> <p>d. Guidance, support, and direction to ensure consistent HFYC representation and participation in planned events as listed in RFP Section 2, III. A. 1. c)).</p> <p>e. Logistical support as needed that includes but is not limited to:</p> <ul style="list-style-type: none"> • Providing or facilitating office or meeting space • Use of business equipment • Computer and internet access • Travel assistance and coordination 			

Organization: _____

RFP No: HMS-301-48

A SERVICE ACTIVITIES and PROGRAM REQUIREMENTS	B SPECIFIC TASKS	C TITLE OF RESPONSIBLE STAFF (& BACK-UP)	D TIMELINE/ SCHEDULE
--	-----------------------------------	---	---

3. Monitoring of the HFYC

(cf. RFP Section 2, III.A.2)

- a. Ensure the HFYC performs activities that are included but not limited to activities listed in RFP Section 2, III.A.2
- b. Ensure the HFYC holds a minimum of four (4) statewide board meetings.
- c. Ensure the HFYC conducts ongoing recruitment of foster youth to participate in activities.
- d. Ensure local chapter meetings on the islands of Oahu, Kauai, Maui and Hawaii.
- e. Ensure timely submission of program reports as specified by DHS.

Organization: _____

RFP No: HMS-301-48

A	B	C	D
SERVICE ACTIVITES AND PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACK-UP)	TIMELINE/ SCHEDULE
Grievance procedures and dispute resolution for both HFYC and DHS staff when disagreements arise about actions or decision of the provider. (cf. RFP Section 2, III.B. 1.d)			

ATTACHMENT D

FORMS A, B, C

FORM A- PEOPLE TO BE SERVED

ORGANIZATION: _____

PROGRAM/SERVICE: HAWAII FOSTER YOUTH COALITION SERVICES

SITE(S): STATEWIDE

PEOPLE TO BE SERVED	BUDGET PERIOD	
	# of Youth/ Quarter	YTD
1. Number of youth participating as HFYC members		
2. Number of youth serving on the HFYC board of directors		
3. Number of youth participating in service learning projects		
4. Number of youth receiving written, electronic, and verbal information about HFYC and resources for foster youth.		
5. Number of youth at risk for running away or deemed runaway		

FORM B- SERVICES

ORGANIZATION: _____

PROGRAM/SERVICE: HAWAII FOSTER YOUTH COALITION SERVICES

SITE(S): STATEWIDE

SERVICE ACTIVITIES	BUDGET PERIOD	
	# of Youth/ Quarter	YTD
14-16 YEAR OLD		
1. Total # participating HFYC members		
2. Total # participating in service learning projects		
3. Total # participating in opportunities to connect, provide leadership, and receive training		
4. Total # of runaway youth receiving outreach		
17+ YEAR OLD		
5. Total # participating HFYC members		
6. Total # participating in service learning projects		
7. Total # participating in opportunities to connect, provide leadership, and receive training		
8. Total # of runaway youth receiving outreach		
OUTREACH & LINKAGE		
9. Total # of youth provided outreach to enable them to participate in HFYC		
10. Total # of youth provided with resource information for independent living		
11. Total # of runaway youth provided with assistance and referral		
12. Total # of youth participating in feedback on services and programs		
13. Total # of youth giving presentations on needs of and issues facing foster youth		

FORM B- SERVICES (CONT.)

ORGANIZATION: _____

PROGRAM/SERVICE: HAWAII FOSTER YOUTH COALITION SERVICES

SITE(S): STATEWIDE

SERVICE ACTIVITIES	BUDGET PERIOD	
	# of Youth/Quarter	YTD
HIGHER EDUCATION IL SERVICES FOR FORMER FOSTER YOUTH		
14. Total # of youth members in academic (college/university) programs participating in HFYC activities		
15. Total # of youth provided with assistance, information, referral or linkage with services to assist in the identification of higher education needs, and application for admission and financial assistance.		
POST-DISCHARGE		
16. Total # of youth requesting post-discharge services		
17. Total # of youth provided post-discharge services		

FORM C- OUTCOMES

ORGANIZATION: _____

PROGRAM/SERVICE: HAWAII FOSTER YOUTH COALITION SERVICES

SITE(S): STATEWIDE

OUTCOMES	BUDGET PERIOD	
	# of Youth/Quarter	YTD
1. Number of statewide board meetings		
2. Number of youth attending statewide board meetings		
3. Number of youth attending presentations and training		
4. Number of adults receiving presentations from youth		
5. Number of youth participating in service learning projects		
6. Number of youth giving presentations and training		
7. Number of runaway youth receiving outreach		
8. Number of presentations and trainings conducted by HFYC		
9. Number of local chapter meetings held statewide		
10. Number of service learning projects statewide		

ATTACHMENT E

INSURANCE REQUIREMENTS
(Excerpts from Contract)

CONTRACT EXCERPTS

POS INSURANCE REQUIREMENTS

3/10/09

Unless otherwise indicated, the following insurance coverage is 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.

3. ERRORS AND OMISSIONS (PROFESSIONAL) LIABILITY INSURANCE

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 of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) 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 F

**CRIMINAL CONVICTION RECORD
CHECK STANDARDS AND**

**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.

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 Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A copy of the individual's current criminal conviction record check must accompany the request.
 - 2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request. All documents shall be submitted to the ACCSB/CWSB Administrator.
 - 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 and other required documents listed on the “Checklist for Exemption Request”, the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel may 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 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.
 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 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 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 Record Check and Adult Protective Services (APS) Central Registry Check”, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or APS Central Registry checks on individuals they plan to hire as direct service providers.

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

DEPARTMENT OF HUMAN SERVICES
Social Services Division

PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

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

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

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

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

1. **For ACCSB direct service providers:** The individual shall sign and date form DHS 1507, "Authorization to Release Information from the Protective Services Central Registry, Adult & Community Care Services Branch", and mail (not fax) the completed form to the Department of Human Services as listed in section II-D.
2. **For CWSB direct service providers:** Contact the following office to obtain information and the form to be used in requesting CWS Central Registry checks:

Child Welfare Services Branch
Statewide Child Welfare Services Section
420 Waiakamilo Road, Suite 300A
Honolulu, Hawaii 96817
Phone: (808) 832-0624

The release of information by the Department of Human Services 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 ACCSB offices shall conduct the APS Central Registry checks upon receipt of form DHS 1507 as specified in section II. C. 1:

APS CENTRAL REGISTRY CHECKS

1. Oahu: Adult Intake Unit
Adult & Community Care Services, Oahu Section
420 Waiakamilo Road, Suite 202
Honolulu, Hawaii 96817-4950
2. East Hawaii: Adult & Community Care Services, East Hawaii Section
120 Keawe Street, Suite 201
Hilo, Hawaii 96720-2926
3. West Hawaii: Adult & Community Care Services, West Hawaii Section
75-5995 Kuakini Highway, #433
Kailua-Kona, Hawaii 96740-2123

4. Kauai: Adult & Community Care Services, Kauai Section
4370 Kukui Grove Street, Suite 205
Lihue, Hawaii 96766-2003
5. Maui: Adult & Community Care Services, Maui 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.

- 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 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 Standards or Protective Services Central Registry Check Standards)", or a similar form. The individual seeking the exemption must complete the DHS 1673 or similar form. A

- copy of the individual's current Protective Services Central Registry check must accompany the request.
2. The "Checklist for Exemption Request" may be used as a reminder of the documents to be submitted for EACH exemption request. All documents shall be submitted to the ACCSB/CWSB Administrator.
 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 and other required documents listed on the "Checklist for Exemption Request", the ACCSB/CWSB Administrator shall convene a panel to review the request. The panel may 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 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 and Adult Protective Services (APS) Central Registry Check", to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal conviction record or APS Central Registry checks on the individuals they plan to hire as direct service providers.

Organization: _____

RFP No: HMS-301-48

Attachments:

DHS 1507 with instructions

CPS System Central Registry Clearance Form-Experimental with instructions

DHS 1672 with instructions

DHS 1673 with instructions

Checklist for Exemption Request

ATTACHMENT G

GENERAL CONDITIONS

The General Conditions may be accessed from the State Procurement Office website at <http://hawaii.gov/spo/>.

Click:

“Health and Human Services, Ch. 103F”

“For Private Providers”

“Contract – General Conditions”

ATTACHMENT H

SPECIAL CONDITIONS

EXHIBIT E

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 of TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) 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 of insurance shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given the State thirty (30) calendar days written notice of the intended cancellation. If such prior notice is not given by the insurance company, it will be the responsibility of the PROVIDER to provide such notice to the State.

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

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

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

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

PROVIDER:

Name: _____

Title: _____

Address: _____

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 notify the STATE of 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, or its employees 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 Five Hundred Thousand (\$500,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to 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. Any such notice shall not affect the rights of STATE under 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 subcontractors 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 subcontractor 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 subcontractor 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 subcontractor 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

subcontractor 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 subcontractor 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. As applicable, 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 subcontractors 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 I

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

Organization: _____
RFP No: HMS-301-48