

DEPARTMENT OF HUMAN SERVICES  
SOCIAL SERVICES DIVISION  
CHILD WELFARE SERVICES BRANCH

NOTICE OF REQUEST FOR PROPOSAL

The State of Hawaii, Department of Human Services is procuring the following service:

**Hawaii Foster Youth/Young Adult Advisory Council Services- Statewide  
RFP SSD-19-POS-9710**

The new contract(s) are expected to begin on January 1, 2020.

**As of June 12, 2019**, interested parties may review the RFP posted on the State Procurement Office website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov) and see Procurement Notices/Bidding Opportunities.

The Department will conduct a meeting live in Honolulu and via teleconference for the neighbor islands to discuss the RFP and answer questions from the community. If you would like to attend please call Ms. Christine Gamboa at (808) 586-5687 or email her at [cgamboa@dhs.hawaii.gov](mailto:cgamboa@dhs.hawaii.gov) **by 4:30 p.m. HST on Tuesday, June 18, 2019** and provide your name, position title, agency, phone number, email address, and location where you will be attending the meeting.

The RFP Meeting will be held as follows:

**Date:** Friday, June 21, 2019  
**Time:** 10:00 a.m. to 12:00 p.m. HST  
**Locations:** 1010 Richards Street, Rm. 210  
Honolulu, HI 96813

If you would like to participate in the meeting but cannot be present at the location, please contact Ms. Gamboa and provide your name, agency, and phone number so that you may participate via teleconference.

**Written questions will be accepted until 4:30 p.m. HST on Wednesday, June 26, 2019.** Please direct written submissions to Ms. Gamboa by email to [cgamboa@dhs.hawaii.gov](mailto:cgamboa@dhs.hawaii.gov). It is strongly recommended that for a formal Departmental response, all comments, suggestions, and questions be submitted in writing even if they are discussed with the Department prior to or during the RFP Meeting.

**PLEASE NOTE:** The RFP Meeting is for informational purposes. Participation in the meeting is optional and not required in order to respond to the RFP. Neither the Department nor any interested party responding to the RFP has any obligation under this process.

State of Hawaii  
Department of Human Services  
Social Services Division

**Request for Proposals (RFP)**

**SSD-19-POS-9710**

**Hawaii Foster Youth/Young Adult Council  
Services-**

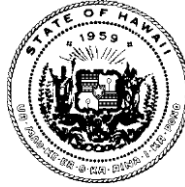
**Statewide**

**RFP Posting Date: 6/12/2019**

**RFP Proposal Submission Deadline:  
7/19/2019, 4:30 p.m.,  
Hawaii Standard Time**

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

DAVID Y. IGE  
GOVERNOR



PANKAJ BHANOT  
DIRECTOR

CATHY BETTS  
DEPUTY DIRECTOR

**STATE OF HAWAII**  
**DEPARTMENT OF HUMAN SERVICES**  
1010 Richards Street, Room 216  
Honolulu, Hawaii 96813

MEMORANDUM

TO: RFP Proposal Applicants

FROM: Kayle Perez  
Social Services Division Administrator

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

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified Applicants to provide Hawaii Foster Youth/Young Adult Council Services- Statewide. The attached Request for Proposals (RFP) SSD-19-POS-9710 to provide this service is being issued under Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on June 21, 2019, 10:00 a.m. - 12:00 p.m., Hawaii Standard Time (HST). See 1.7 Orientation, Section 1 of this RFP for further information. All prospective Applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations, please contact Ms. Christine Gamboa, POS Specialist/RFP Contact Person, at (808) 586-5687 or at [cgamboaa@dhs.hawaii.gov](mailto:cgamboaa@dhs.hawaii.gov).

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

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

**PROPOSAL SUBMISSION INFORMATION SHEET**

**PROPOSAL SUBMISSION DEADLINE:**  
**7/19/2019, 4:30 P.M., HAWAII STANDARD TIME.**

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

**THE APPLICANT IS REQUIRED TO SUBMIT:**

- 1. One (1) electronic copy of the proposal in Portable Document Format (PDF)**  
**AND**
- 2. Printed copies of the proposal (one (1) original AND one (1) copy) via either the Applicant in person, private mail carrier (e.g., FedEx or United Parcel Service (UPS)), or the United States Postal Service (USPS) to the DHS office listed below**  
**AND**
- 3. One (1) electronic copy of the proposal in Portable Document Format (PDF) sent to the POS email address listed below.**

**A COMPLETE PROPOSAL SUBMISSION IS**  
**ALL COMPONENTS RECEIVED BY THE SPECIFIED DATE AND TIME.**  
**NO EXCEPTIONS SHALL BE MADE.**

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

1. All printed copies submitted via the Applicant in person shall be enclosed in a sealed envelope identified with the RFP number and the Applicant's name on the outside.
2. All printed copies submitted via the Applicant in person, private mail carrier, and the USPS shall contain a cover sheet inside the sealed envelope with the RFP number, the Applicant's name, and a description of the envelope's contents on it (e.g., one (1) printed original copy of the proposal and one (1) printed copy of the proposal).
3. The Applicant shall submit all proposals in PDF via email to the POS email address listed below. The email shall include the RFP number and the Applicant's name. All proposals in PDF shall be submitted in at least three (3) parts for ease of transmission and reviewing. All PDF's shall be identified with the RFP number (as abbreviated in the following example), the Applicant's initials (e.g., Humanity Community Services - HCS), and the PDF's content. If the PDF contains several sections of the proposal, the PDF shall be labeled with the names of the three (3) main sections as follows:
  - a. 17-3020.HCS.narrative or 16-3020.HCS.budget.
  - b. 17-3020.HCS.narrative-work plan-job descriptions.

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

4. The following are the addresses for proposal submissions:

**DHS OFFICE ADDRESS:**

**Department of Human Services  
Social Services Division  
Purchase of Services Unit  
1010 Richards Street, Room 216  
Honolulu, Hawaii 96813**

**EMAIL ADDRESS:**

**ssdposmailbox@dhs.hawaii.gov**

**RFP CONTACT PERSON:**

Ms. Christine Gamboa, POS Specialist  
Phone: (808) 586-5687  
Email: cgamboaa@dhs.hawaii.gov

**PLEASE BE ADVISED:**

1. Proposal submissions attempted after **7/19/2019, 4:30 p.m., Hawaii Standard Time (HST)**, **SHALL NOT** be accepted.
2. Any private mail carrier or USPS proposal submissions with a date stamp of **7/19/2019, 4:30 p.m., Hawaii Standard Time (HST)**, but received after **7/19/2019, 4:30 p.m., Hawaii Standard Time (HST)**, **SHALL NOT** be accepted.
3. All Applicants are **strongly encouraged** to submit **all** electronic copies of the proposal submission in advance of the proposal submission deadline. This will allow the Applicant the opportunity to: a) assure that the electronic copies have been received by the DHS in a timely manner, b) assure that the DHS can open and read them, and 3) resubmit any electronic copies that were unable to be opened and/or read by the DHS.
4. Proposals sent by facsimile (fax) shall not be accepted.
5. It is the Applicant's responsibility to access the Hawaii Awards and Notices Data System (HANDS) on the State Procurement Office website for information on Bidding Opportunities (Notices of Solicitations) or to contact the RFP Contact Person identified above regarding any subsequently issued addendum for this RFP, which may include a revision to the proposal submission deadline.

**PLEASE NOTE:** Should an Applicant be awarded a Contract, the Applicant shall be required to subsequently submit in Word or Excel format, as applicable, the proposal's Narrative, Performance Measurement Forms, Organization and Program Charts, Job Descriptions (no resumes), Budget forms (including the Administrative Budget forms), and Work Plan (if required) which shall be used to complete the final Contract.

# RFP Table of Contents

## Section 1 Administrative Overview

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

## Section 2 Service Specifications

2.1	Introduction.....	2-1
	A. Overview and Purpose.....	2-1
	B. Planning Activities Conducted in Preparation for this RFP .....	2-2
	C. Service Goals .....	2-2
	D. Target Population to be Served .....	2-3
	E. Geographic Coverage of Service .....	2-3

F. Period of Availability, Probable Funding Amounts, and Sources .....	2-3
2.2 Contract Monitoring and Evaluation .....	2-4
A. Quality of Care/Quality of Services .....	2-4
B. Output Measures .....	2-4
C. Performance/Outcome Measures .....	2-4
D. Financial Management .....	2-4
E. Administrative/Management Requirements .....	2-4
2.3 General Requirements .....	2-4
A. Specific Qualifications or Requirements .....	2-4
B. Secondary Purchaser Participation .....	2-8
C. Multiple or Alternate Proposals .....	2-8
D. Single or Multiple Contracts to be Awarded .....	2-8
E. Single or Multi-Term Contracts to be Awarded .....	2-8
F. Subcontracting .....	2-9
2.4 Scope of Work .....	2-9
A. Service Delivery .....	2-10
B. Service Activities .....	2-11
C. Administrative/Management Requirements .....	2-13
D. Facilities .....	2-20
2.5 Compensation and Method of Payment .....	2-20
A. Units of Service .....	2-21
B. Method of Compensation and Payment .....	2-21
Performance Measurement Forms A, B, and C .....	2-22

### **Section 3 Proposal Application Instructions**

General Instructions for Completing the Proposal Application .....	3-1
3.1 Program Overview .....	3-2
3.2 Experience and Ability .....	3-2
A. Experience .....	3-2
B. Ability .....	3-2
C. Facilities .....	3-3
3.3 Staffing and Project Organization .....	3-3
A. Staffing .....	3-3
B. Project Organization .....	3-4
3.4 Service Delivery .....	3-5
A. Direct Service Plan Provision .....	3-5
B. Coordination of Services .....	3-6
C. Performance Measurement Forms A, B, and C .....	3-7
D. Quality Assurance and Evaluation .....	3-7
E. Dispute/Conflict Resolution Procedures .....	3-7
3.5 Financial .....	3-7
A. Pricing Structure: Proposed Budget .....	3-7
B. Other Financial Related Materials: Financial Audit .....	3-9
3.6 Other .....	3-9
A. Litigation Information .....	3-9

B. Special Conditions, page 5 and Certification Regarding Lobbying .....	3-9
C. Administrative Assurances .....	3-9
D. Hawaii Compliance Express.....	3-10

## **Section 4 Proposal Evaluation**

4.1	Introduction .....	4-1
4.2	Evaluation Process .....	4-1
	A. Evaluation Committee .....	4-1
	B. Proposal Rating Worksheet.....	4-1
	C. The Evaluation of the Proposals Shall be Conducted in Three Phases.....	4-3
	D. Evaluation Categories/Maximum Possible Points .....	4-3
4.3	Evaluation Criteria .....	4-3
	A. Phase 1: Evaluation of Proposal Requirements .....	4-3
	B. Phase 2: Evaluation of Proposal Application .....	4-4
	C. Phase 3: Notice of Award or Non-Award of a Contract.....	4-10

## **Section 5 Attachments**

Attachment A	Proposal Application Identification Form (SPO-H-200) .....	5-1
Attachment B	Proposal Application Checklist .....	5-2
Attachment C	Sample Proposal Table of Contents .....	5-4
Attachment D	Criminal Conviction Record Check Standards and Protective Services Central Registry Standards .....	5-6
Attachment E	General Conditions.....	5-15
Attachment F	Special Conditions.....	5-16
Attachment G	Administrative Assurances.....	5-30
Attachment H	Program and Fiscal Report Formats .....	5-32
	1. Quarterly Activity Report	
	2. Client Eligibility List	
	3. Expenditure Report	
	4. Invoice	
	5. Limited English Proficiency Form	



# **Section 1**

## **Administrative Overview**

# Section 1

## Administrative Overview

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

### 1.1 Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
<b>Public notice announcing Request for Proposals (RFP)</b>	<b><u>6/12/2019</u></b>
Distribution of RFP	<u>6/12/2019</u>
<b>RFP Orientation</b>	<b><u>6/21/2019 10:00 a.m. - 12:00 p.m., HST</u></b>
Applicants' submission of written questions for written responses deadline	<u>6/26/19 @ 4:30 p.m., HST</u>
State purchasing agency's response to Applicants' written questions deadline	<u>7/3/2019</u>
Discussions with Applicants prior to proposal submission (optional)	<u>As needed</u>
<b>Proposal submission deadline</b>	<b><u>7/19/2019 4:30 p.m., HST</u></b>
Discussions with Applicants after proposal submission (optional)	<u>As needed</u>
Final revised proposals deadline (optional)	<u>As needed</u>
Proposal evaluation period	<u>7/22/19 - 7/31/19</u>
Provider selection	<u>8/1/2019</u>
<b>Statement of Findings and Decision (Notice of Award)</b>	<b><u>8/2/2019</u></b>
<b>Contract start date</b>	<b><u>1/1/2020</u></b>

## 1.2 Website Reference

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

	For:	Website:
1	Hawaii Awards and Notices Data System (HANDS) for Bidding Opportunities (Notices of Solicitations)	<a href="https://hands.ehawaii.gov/hands/opportunities">https://hands.ehawaii.gov/hands/opportunities</a>
2	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	<a href="http://spo.hawaii.gov/references/hrs/">http://spo.hawaii.gov/references/hrs/</a> and <a href="http://spo.hawaii.gov/references/har/hhs/">http://spo.hawaii.gov/references/har/hhs/</a>
3	Cost Principles	<a href="http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/">http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/</a>
4	Forms	<a href="http://spo.hawaii.gov/all-forms/">http://spo.hawaii.gov/all-forms/</a>
5	Protest Procedures/Forms	<a href="http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/">http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/</a>

### Non-SPO websites

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

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

## 1.3 Authority

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

## 1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

## 1.5 Contracting Office

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

Department of Human Services  
Social Services Division  
Purchase of Services Unit  
1010 Richards St, Room 216  
Honolulu, Hawaii 96813

## 1.6 RFP Contact Person

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

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

## 1.7 Orientation

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

<b>Date:</b>	June 21, 2019
<b>Time:</b>	10:00 a.m. - 12:00 p.m.
<b>Location:</b>	Department of Human Services 1010 Richards St., Rm. 210 Honolulu, HI 96813

To attend the Orientation the Applicant shall contact Ms. Christine Gamboa at (808) 586-5687 or [cgamboaa@dhs.hawaii.gov](mailto:cgamboaa@dhs.hawaii.gov) as soon as possible and provide their name, agency, telephone number, and email address as well as the number of people planning to attend the meeting.

If the Applicant would like to attend but is unable to participate at the location noted above, the Applicant shall contact Ms. Christine Gamboa at (808) 586-5687 or [cgamboaa@dhs.hawaii.gov](mailto:cgamboaa@dhs.hawaii.gov) at least two days before the Orientation and provide the same information detailed above to participate via teleconference.

## 1.8 Submission of Questions

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

The Applicants' submission of written questions deadline is **6/26/19 @ 4:30 p.m., Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **7/3/2019.**

## 1.9 Submission of Proposals

### A. Forms/Formats

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

program specific forms see the Proposal Application Checklist, Section 5 of this RFP.

1. Proposal Application Identification Form (SPOH-200)

This form provides the Applicant's proposal identification.

2. Proposal Application Checklist

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

3. Table of Contents

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

4. Proposal Application (SPOH-200A)

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

**B. Program specific requirements**

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

**C. Multiple and alternate proposals**

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

**D. Hawaii Compliance Express (HCE)**

All Providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for on-line compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial

Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is an annual registration fee for the service (currently \$12.00). The HCE's on-line "Certificate of Vendor Compliance" provides the registered Provider's current compliance status as of the Certificate's issuance date and is accepted for both contracting and final payment purposes. See 1.2 Website References, Section 1 of this RFP for the HCE website address.

1. Tax clearance

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

2. Labor law compliance

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

3. DCCA business registration

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

**E. Wages law compliance**

By submitting a proposal the Applicant certifies that it is in compliance with HRS §103-55 Wages, Hours, and Working Conditions of Employees of Contractors Performing Services. See 1.2 Website References, Section 1 of this RFP for the DLIR website address.

**F. Campaign contributions by State and county providers/contractors**

HRS §11-355 prohibits campaign contributions from certain State and county government providers/contractors during the contract term if the

providers/contractors are paid with funds appropriated by a legislative body. See 1.2 Website Reference, Section 1 of this RFP for the Campaign Spending Commission website address.

**G. Confidential information**

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

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

**H. Proposal Submission**

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

**1.10 Discussion with the Applicant**

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

**1.11 Opening of Proposals**

Upon the State purchasing agency's receipt at the DHS office of both a printed original and a copy of a proposal, including any modifications to and withdrawals of a proposal, a verification of receipt shall be date-stamped and, if possible, time-stamped for the Applicant's and the State purchasing agency's records.

Upon the State purchasing agency's receipt in the SSD POS mailbox of a PDF copy of the proposal, a verification of receipt shall be emailed to the Applicant as soon as possible after receipt on 7/19/2019 for the Applicant's and the State purchasing agency's records.



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

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

### **1.12 Additional Materials and Documentation**

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

### **1.13 RFP Amendments**

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

### **1.14 Final Revised Proposals**

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

### **1.15 Cancellation of Request for Proposal**

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

### **1.16 Costs for Proposal Preparation**

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

### **1.17 Provider Participation in Planning**

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

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

### **1.18 Rejection of Proposals**

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

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

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

### **1.19 Notice of Award**

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

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

No work is to be undertaken by a Provider awarded a contract prior to the contract start date. The State is not liable for any costs incurred prior to the official contract start date.

### **1.20 Protests**

Pursuant to HAR Chapter 148 and HRS §103F-501, an Applicant aggrieved by an award of a contract may file a protest. For the Notice of Protest form (SPOH-801)

and related forms see 1.2 Website Reference, Section 1 of this RFP. Only the following matters may be protested:

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

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

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

### **1.21 Availability of Funds**

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

### **1.22 General and Special Conditions of Contract**

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

### **1.23 Cost Principles**

To promote uniform purchasing practices among State purchasing agencies procuring Health and Human Services under HRS Chapter 103F, State purchasing agencies shall utilize standard Cost Principles (SPOH-201) (see 1.2 Website

Reference, Section 1 of this RFP). The State Cost Principles shall not exempt the Provider from complying with any cost principles under federal law.

## **Section 2**

# **Service Specifications**

## **Section 2**

### **Service Specifications**

#### **2.1 Introduction**

##### **A. Overview and purpose**

The 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 Services (ILPS) for Youth.

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.

The purposes of the services are three-fold:

- a. To develop and sustain a statewide youth advisory council that will provide a voice for youth in advocacy, policy, system improvement, services and legislative education.;
- b. To provide outreach and supportive services for youth currently or formerly in foster care.
- c. To develop a Grievance/Pono Process for Hawaii youth currently or formerly in foster care.

The development of program/project is based on the following:

- a. In efforts to provide appropriate and supportive services to meet the needs of the target population of foster and former foster youth/young adults, the program/project will provide documented and verified information of the following:
  - Assessment of the service area and target population;
  - Assessment of the services currently available in the community to assist youth currently or formerly in foster care;
  - Assessment of gaps in services and unmet needs of the target population;

- Description of the impact of the proposed services on the target population and the proposed number of individuals impacted;
  - A proposed budget that reasonably supports the delivery of the proposed services to the target population, with rationale and factors considered in its practical design.
- b. The program/project will be supported by evidence-based, informed and promising best practices to provide appropriate services to meet the needs of the target population of foster and former foster youth/young adults.

**B. Planning activities conducted in preparation for this RFP**

<u>  X  </u>	Information from <u>fundors</u> (legislature, federal agencies, private foundations, etc.) on funding terms and conditions.
<u>      </u>	Information from <u>other state agencies</u> on services to the same target group.
<u>  X  </u>	Views of service <u>recipients and community advocacy groups</u> on conditions affecting achievement of desired goals.
<u>  X  </u>	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.
<u>  X  </u>	Information from POS monitoring and other <u>reports</u> for current contracts.
<u>  X  </u>	Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

A Request for Information (RFI) was posted on the State Procurement Office (SPO)/Hawaii Awards and Notices Data System (HANDS) website on March 13, 2019, to gather information to assist in the development of this RFP.

Planning information may be obtained from Christine Gamboa, POS Specialist and RFP contact person, by email at [cgamboa@dhs.hawaii.gov](mailto:cgamboa@dhs.hawaii.gov).

**C. Service goals**

The goal of the Hawai'i Foster Youth/Young Adult Advisory Council services includes systemic improvement of Child Welfare Services (CWS) in supporting/promoting the successful transitioning of youth from foster care to interdependent self-sufficiency, the successful reunification with birth family or other permanency arrangements, such as, placement with relatives, and the maintenance of supportive birth family connections. This goal will be facilitated through

improved opportunities for youth input and leadership development and increased peer outreach and support.

**D. Target population to be served**

1. **Council and Council Members:** The Council will be comprised of foster or former foster youth:
  - a. Ages fourteen (14) to eighteen (18) years who are currently or were formerly in out-of-home placement, under the placement responsibility and care of the Department of Human Services (DHS/Department)/Child Welfare Services Branch (CWSB); and
  - b. Young adults, ages eighteen (18) through twenty-six (26), who were formerly under the placement responsibility and care of the DHS/CWS or who are in the Young Adult Voluntary Foster Care Program (Imua Kākou).

Council membership should have statewide representation reflecting the diversity of the local populations, and the varied experiences and outcomes for youth in foster care, such as reunification with family, and other permanency outcomes, including, but not limited to, placement with relatives, adoption, legal guardianship, and transitioning out of foster care.

2. **Outreach and Supportive Services:** All children, youth, or young adults who have had any involvement with the CWS system. This involvement may include, but not be limited to, out-of-home placement care under the placement responsibility of the DHS, family supervision, and voluntary case management of the DHS/CWS. These children, youth, or young adults can benefit from services and activities that are directly or indirectly provided by the Council, or through the enhancement of services, policies, and procedures, via the input, advocacy, outreach, and leadership of the Council.
3. **Grievance/Pono Process:** All children, youth, or young adults who have had any involvement with the Hawaii CWS system.

**E. Geographic coverage of service**

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

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

The initial Contract shall be awarded for a term of two (2) years, from January 1, 2020 through December 31, 2021, with two (2) potential extensions for two (2) years each, subject to the availability of State and federal funds, continued identified community need, and the satisfactory performance of services by the



Provider as determined by the DHS. The maximum contract term shall not exceed December 31, 2025.

The total contract funding is anticipated to be \$300,000.00 per fiscal year. The total contract funding shall be pro-rated for periods of less than one (1) year.

The allocation of funding is based on the total funding amount available for the service and the estimated costs of providing services to the goal numbers of youths/young adults to be served (see Performance Measurement Form A, Section 2 of this RFP). The allocation includes compensation for operating costs, including personnel; administrative expenses shall not exceed 15% of the total allocation.

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

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

## **2.2 Contract Monitoring and Evaluation**

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

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

## **2.3 General Requirements**

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

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

1. The Provider shall provide services in concurrence with all Hawaii Revised Statutes (HRS), with particular attention to Chapters 346, 350, and 587; Hawaii Administrative Rules (HAR); Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and the DHS’ policies and procedures.
2. The Provider shall be qualified, as well as certified, licensed, and/or accredited, as applicable, to perform the services solicited in this RFP.
3. The Provider shall share any and all information with the DHS, as necessary, and other parties, as applicable, to ensure the safety, permanency, and well-being of the child/ren and the family.
4. The Provider’s staff, which shall include contracted direct service workers and subcontracted direct service workers, may be required to become involved in Family Court activities.

If the Provider receives a subpoena, the Provider shall follow its own agency’s protocols and, as needed, consult with its own legal counsel. All information shall be confidential and only be disclosed in accordance with a specific court order or proper authority.

However, if the Provider receives a subpoena from the Department of the Attorney General (DAG) with respect to a DHS/CWS Family Court proceeding, the Provider’s staff shall be required to cooperate with the DHS and the DAG per the subpoena including, but not limited to, the activities listed below.

If the Provider receives a court order from Family Court with respect to a DHS/CWS proceeding, the Provider’s staff shall be required to cooperate with the Court including, but not limited to, the activities listed below.

If the Provider receives a request from Family Court to attend a hearing, the Provider’s staff shall attend the hearing and provide any requested information. However, the Provider’s staff shall not be authorized to make a disposition on any DHS/CWS case.

- a. Cooperation with Family Court may include, but is not limited to, providing testimony in Court, attending Court hearings, and submitting reports to the Court. Court hearings may pertain, but are not limited, to those involving Temporary Restraining Orders (TROs), Juvenile Court, paternity, child custody, and divorce matters.

- b. The Provider's subpoenaed and court-ordered staff shall be considered "qualified child abuse and neglect experts" regarding their respective area of service provision about which they may be required to testify.
  - c. Testimony shall be based on the observations and assessments made during the Provider's staff's service provision.
  - d. The DHS may require the use of a specified format on which to provide requested information to the Court and/or identify specific information that shall be included in reports to the Court. When the DHS has specific forms to be used, they shall be shared with the Provider. Provision of requested information to the Court may include providing staff resumes, if requested.
  - e. Non-subpoenaed or court-ordered staff may accompany a family to Family Court to provide support if requested by the family. Non-subpoenaed or court-ordered staff may be allowed to be present in the courtroom if deemed appropriate by the Court.
5. The Provider shall not impose any income eligibility standard on youths/young adults or families as a basis for receiving services provided through the Contract.
6. Disagreements may occur between the Provider and the DHS regarding various issues (e.g. the performance of service activities within contracted specifications). The DHS shall make efforts to resolve these disagreements in a manner acceptable to both parties. However, if a disagreement is unable to be resolved acceptably to both parties, after significant communication between them has occurred, the DHS shall prevail. If the Provider fails to comply with the DHS' directive, it may be deemed cause for corrective action and/or potential contractual remedies, including contract termination.
7. The Contract shall be modified, as necessary, to include changes in the service specifications (e.g. the target population to be served, the geographic location's needs, utilization increases/decreases, service activities, and service delivery), State or federal statutes or rules, and/or the requirements of applicable funding sources. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.
8. The Provider shall participate in quality assurance/improvement projects for research and evaluation purposes, as requested by the DHS. Such activities shall include one Child and Family Service Review (CFSR) per year/per qualified staff as arranged by the DHS. Qualifications of the Provider's staff to participate in the CFSR shall be determined by the DHS.

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

9. The DHS is developing a new information system called the Comprehensive Child Welfare Information System (CCWIS). This system shall comply with the U. S. Code of Federal Regulations, Title 45, Chapter 13, Part 1355, §1355.52(e) as the DHS is a recipient of Title IV-B and Title IV-E federal funding. When it is completed, CCWIS shall allow for two-way, non-duplicative, electronic exchange/sharing of data between the Provider and the DHS. This may include protected health information (PHI). This exchange/sharing of data shall allow more expedited and comprehensive communication between the DHS and the Provider to support enhanced service coordination and improved outcomes for children and families.

As CCWIS is developed and becomes fully operational, the Provider shall continue to work collaboratively with the DHS to accurately and efficiently exchange/share data regarding the contracted service, including information about youths/young adults and the Provider's staff. The Provider shall work to ensure that all data requested by the DHS is submitted as instructed in the format and/or by the process, and according to the timeline, provided and approved by the DHS. The formats, processes, and timelines may be revised as applicable and/or needed during the time of performance of the Contract at the DHS' discretion. The Provider shall be informed about any revisions in a timely manner. The DHS shall make efforts to allow the Provider's input regarding these revisions, however, the DHS' decisions shall prevail. Additionally, any costs in this effort shall be at the Provider's expense, however, the Provider may utilize contract funding if approved by the DHS.

10. Designated Providers shall assist the DHS in determining, documenting, and reporting children and families who meet the requirements for Temporary Assistance for Needy Families (TANF) Funding (CFDA #93.558) or TANF Transfer Funding (CFDA #93.667) eligibility, as required per the U. S. Code of Federal Regulations, Title 42, Chapter 7, Subchapter IV, Part A, §604(d), to maximize the use of federal funds. Designated Providers shall follow either the TANF Funding Procedures or the TANF Transfer Funding Procedures, as applicable, provided by the DHS to determine the TANF eligibility of children and families. Children and families who are otherwise eligible for services but who do not meet either the TANF Funding or TANF Transfer Funding eligibility

requirements, as applicable, shall receive services through the use of other funding sources provided by the DHS to the designated Providers.

As a part of this requirement either the TANF Funding Procedures or the TANF Transfer Funding Procedures shall be made a part of the Contract for designated Providers. The Procedures may be revised, as applicable, throughout the contract period.

If the Procedures are not fully approved at the time of this Supplemental Contract's execution, the Procedures shall be communicated to designated Providers via email from the DHS. The designated Providers shall comply with the email as part of their contractual requirements.

If a Provider is not currently designated, the DHS reserves the future right to designate the Provider to comply with either the TANF Funding Procedures or the TANF Transfer Funding Procedures, as applicable. The applicable Procedures shall be made a part of the Contract in a subsequent Supplemental Agreement or via email from the DHS, as appropriate.

11. The Provider shall support and assist the DHS in meeting the federal reporting requirements for Title IV-E funding.

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

After-the-fact secondary purchases shall be allowed.

Planned secondary purchases shall not be allowed.

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

Multiple proposals shall not be allowed.

Alternate proposals shall not be allowed.

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

☒ Single                      ☐ Multiple                      ☐ Single & Multiple

One single Statewide contract shall be awarded.

**E. Single or multi-term contracts to be awarded**  
(Refer to HAR §3-149-302)

☒ Single term (2 years or less)

☐ Multi-term (more than 2 years)

Initial contract term:

Two years (2), from January 1, 2020 through December 31, 2021.

The initial term shall commence on the contract start date.

Number of possible extensions: Two (2).

Length of extensions: Two (2).

Maximum contract term:

Six (6) years, from January 1, 2020 through December 31, 2025, subject to the Option to Extend provision of the Contract (see #14., Special Conditions, Section 5 of this RFP).

Conditions for extension:

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

**F. Subcontracting**

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

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

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

## **2.4 Scope of Work**

The Provider shall provide services in compliance with and including all the following tasks and responsibilities:

## **A. Service delivery**

Services shall follow best practice principles. Services shall be provided using a trauma-informed approach, meaning attending to a youths/young adults' emotional as well as physical safety, including understanding how trauma affected/affects a client's life.

Services shall be culturally and linguistically appropriate, and fully serve youths/young adults with Limited English Proficiency (LEP). Services shall also be fully accessible and accommodate youths/young adults with any disability.

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

The Provider shall make every reasonable effort to assure that services are provided in a flexible manner to best meet specific needs of youths/young adults. Service activities may need to be scheduled outside of normal office hours, such as in the evenings or on the weekends, to accommodate the various schedules.

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

1. Services shall:
  - a. Be age and developmentally appropriate.
  - b. Be youth/young adult-centered, designed to meet the unique needs of each youth/young adult and build on their strengths to promote and enhance safety, health, and well-being. The youth's/young adult's desires, needs, and perspectives shall guide the development of all plans.
  - c. Facilitate the youths/young adults' increased access to physical safety and resources, and support them in removing any barriers to receiving services.
  - d. Assist the youths/young adults' in strengthening their resilience by reducing risk factors and increasing protective factors, such as building competence/self-esteem, strengthening the relationship between them and their family, as appropriate, and promoting pro-social activities in the school and in the community, as appropriate.
  - e. Enhance the youths/young adults' ability to have safety, nurturance, and support, as appropriate.
  - f. Be provided in an environment that is welcoming, inclusive, de-stigmatizing, and not re-traumatizing.

**B. Service activities****1. Hawaii Foster Youth/Young Adult Advisory Council**

- a. The Provider, in cooperation with the DHS, shall staff and coordinate a statewide Hawaii Foster Youth/Young Adult Advisory Council to provide foster and former foster youths/young adults an opportunity for input to advise the DHS on issues including, but not limited to, foster care policies, practices, services, and legislative matters:
  - 1) Provision of a venue and forum, within the Council structure and function, for foster and former foster youth/young adults to exchange ideas, develop leadership skills and form informal support systems;
  - 2) Collaboration with the DHS, Judiciary, other stakeholders, providers, and community partners;
  - 3) Provision of a being a “voice” for and on behalf of foster children/youth/young adults on issues including, but not limited to: reunification or other permanency issues; relative placement/connections; social capital; diversity; lesbian, gay, bisexual, transgender and questioning (LGBTQ) youth/young adults; and issues of transitioning out of care. This voice will be facilitated through participation in activities, including, but not limited to, the DHS/collaborative workgroups; events, programs; Continuous Quality Improvement (CQI) processes; trainings; and conferences;
  - 4) Legislative advocacy.
  - 5) The Provider will ensure local representation and a voice of youth/ young adults throughout the State and Counties of O`ahu, Kaua`i, Maui, and Hawai`i, e.g., local boards, local chapters.
- b. The Provider shall ensure that the Hawaii Foster Youth/Young Adult Advisory Council shall:
  - 1) Hold a minimum of two (2) statewide Council meetings.
  - 2) Conduct ongoing outreach and recruitment of foster youth/young adults, and former foster youth/young adults, ages fourteen (14) through twenty-six (26) years old.
- c. The Provider shall provide oversight and support services to the Hawaii Foster Youth/Young Adult Advisory Council:
  - 1) Administrative support to include, but not be limited to:



- 2) Payroll functions;
  - 3) Human resource functions;
  - 4) Contract execution tasks;
  - 5) Support and guidance to ensure the Council's compliance with contractual requirements, including reporting requirements
  - 6) Fiscal management to include, but not be limited to:
  - 7) Receiving and disbursing funds from DHS for the Council, including, but not limited to, funds for any salaries, subcontracts, program activities;
  - 8) Development and monitoring of budgets as specified by the DHS;
  - 9) Documentation of fiscal activities on behalf of the Council;
  - 10) Timely submission of contract/fiscal reports to the DHS.
- d. The Provider shall provide Program guidance, assistance and oversight to include, but not be limited to:
- 1) Support and guidance for the Council Members, regarding Council-related matters;
  - 2) Guidance in organizational planning;
  - 3) Support and guidance, as needed, to assist the Council in determining and implementing goals, objectives, and activities; guidance, support, and direction to ensure consistent Council representation and participation in DHS activities, such as, workgroups, planned events, DHS-sponsored and collaborative conferences, workshops, and presentations;
  - 4) 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 supports.
2. The Provider shall provide outreach and supportive services for youth currently or formerly in foster care:
- a. Assistance to the DHS in providing peer support and outreach to the DHS/CWS foster youth and former foster youth,
  - b. Collaboration to help identify and/or develop resources for children and youth under and/or formerly under DHS care;
  - c. Direct peer outreach and support including but not limited to such areas as runaway prevention, awareness and readiness building regarding continuing educational, training and employment,
  - d. Maintain a resource directory in collaboration with the Independent Living Collaborative and DHS.

3. The Provider shall develop, implement and maintain a Grievance/Pono Process to support the rights and care of youth currently or formerly in foster care. It should be done in collaboration with the young people, DHS and other partners. The development of a Grievance/Pono Process may be a pilot project and be developed in phases.
4. The Provider shall ensure appropriate service transitions for youths/young adults to other service providers/community agencies, as applicable, when the Contract ends.

Funding under this RFP provides for an allocation for the Provider's administrative expenses, not to exceed fifteen percent (15%) and the balance of the contract amount to be expended for Council-related expenses, which may include a Project Coordinator position to provide professional management, support for meetings held by the Council, and other resources needed to carry out the Council activities.

**C. Administrative/Management requirements**

1. Experience

The Provider shall have verifiable experience for the last five (5) years in providing relevant services to youths/young adults.

2. Ability

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

3. Personnel

The Provider shall ensure that all staff, volunteers, and contracted personnel have the educational qualifications, work experience, necessary training, and appropriate certification/license, as applicable, to fulfill their job position requirements and provide the contracted service activities. The Provider's recruitment, screening, and training of volunteers to assist with program activities may possibly provide work opportunities for Welfare-to-Work program participants and shall support the flexible hours of service provision.

The Provider shall assure that:

- a. All staff and contracted personnel providing direct services such as individual/group skill building services and assessments shall have, at minimum, a Bachelor's degree in social work, psychology, or a related

field from an accredited institution. They shall also have a minimum of one (1) year of experience in providing relevant services. However, services may be provided by staff and contracted personnel with a high school diploma or a G.E.D. and two (2) years of experience under the close supervision of personnel with, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution and a minimum of two (2) years of experience in providing relevant services. Close supervision includes recommended actions and the review and approval of reports.

- b. All staff and contracted personnel shall preferably have experience in working with families who are/were involved with the Child Welfare System and have experienced trauma and loss. Additionally, they shall preferably have experience in working with domestic violence, substance abuse, and permanency issues.
- c. All staff, volunteers, and contracted personnel shall demonstrate a willingness to work with others, including clients coping with multiple issues, families that present safety issues, and co-workers, as part of a team.
- d. Program supervision, including supervision of staff, volunteers, and contracted personnel, shall be provided by staff with a preference of a Master's degree in social work, psychology, or a related field from an accredited institution and at least two (2) years of experience in providing relevant services. A Bachelor's degree and four (4) years of relevant experience may replace the preference for a Master's degree. Supervision shall include, but not be limited to, individual staff, volunteer, and contract personnel supervision, case reviews, periodic observation of service delivery, and ongoing evaluation of program effectiveness and outcome measures.
- e. Youth participation- For youth who are not 18+ years, but participate with the program as a volunteer, staff, contracted personnel, and/or as board council member, educational and/or experience requirements do not apply.
- f. Volunteers shall be under the control and direction of the Provider even though they are not paid staff or contracted personnel.
- h. If a job applicant does not meet the education, work experience, and/or training qualifications for a specific job position, but the Provider still recommends hiring the applicant, a request for a waiver of the qualifications shall be submitted to the DHS in writing via email. The request shall include:
  - 1) The name of the applicant and his/her qualifications.
  - 2) The reason for the Provider's request and the justification for hiring the applicant (e.g. the applicant may not have the required education but may have adequate years of experience and/or training that demonstrates their ability to adequately perform the job position's duties).

- 3) The Provider's plan for the supervision and training to be provided to the applicant if hired.

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

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

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

- 2) Conditional employment in a non-direct service position may be offered to an applicant for a period not to exceed 30 days pending the receipt of the results of the checks.
- 3) The Provider shall have an established procedure to address any criminal conviction results with an applicant. If after such results have been received and the Provider has discussed the results with the applicant and still recommends hiring the applicant, a request for a waiver shall be submitted to the DHS in writing. The request shall include:
  - a) The name of the applicant and their qualifications.
    - i. The reason for the Provider's request and their justification for hiring the applicant (e.g. the conviction was a misdemeanor which occurred several years before and the applicant's record has been clean since then), including the basis for the determination that such a criminal conviction does not pose a risk to the health, safety, or well-being of children.
    - ii. The Provider's plan for the supervision to be provided to the applicant if he/she were hired.

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

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

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

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

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

#### 4. Training

- a. The Provider shall have in place both an initial and an annual, on-going training plan for staff, volunteers, and contracted personnel which shall identify the specific trainings to be provided, the time frames in which they will be provided, and the annual minimum training hours to be completed. The initial trainings shall be completed before staff, volunteers, and contracted personnel may provide direct services without direct supervision.
- b. All staff, volunteers and contracted personnel providing direct services to youths/young adults shall have, at minimum, training in the following areas before they provide direct services without direct supervision:
  - 1) An agency orientation including, but not limited to, policies and procedures addressing:
    - a) Intakes, assessments, service planning, and discharge planning.
    - b) Documentation requirements.
    - c) Non-discrimination (including LGBTQ).
    - d) Confidentiality and ethics.
    - e) Security and safety provision.

- f) Emergency response and disaster preparedness procedures.
    - 2) Trauma-informed care.
    - 3) Child abuse and neglect.
    - 4) Domestic violence.
    - 5) Sex abuse.
    - 6) Human trafficking.
    - 7) Substance abuse.
    - 8) Active listening.
    - 9) Client engagement.
    - 10) Child Welfare Services.
  - c. A training record shall include each training topic completed, the number of hours/days for each training, each training's completion date, and each training's facilitator and be maintained and updated in the staff, volunteers, and contracted personnel files.
  - d. All training shall be provided by appropriately qualified and experienced trainers.
- 5. Dispute/Conflict resolution procedures
 

The Provider shall have written dispute/conflict resolution procedures, including consulting with the DHS worker as needed, to address disagreements with staff, volunteers, and contracted personnel, with youths/young adults, and with community resources.
- 6. Client files
  - a. Client files shall contain basic client information such as name, gender, birthdate, race/ethnicity, address, phone number, marital status (if applicable), language spoken and any LEP concerns, and any health/physical/mental conditions or special needs. Files shall also contain copies of all assessments, service plans, discharge plans, reports, and any other documentation, such as case notes and service referrals. Client files shall not need to be maintained for information and referral only services.
  - b. Files shall be maintained and updated during the service period.
  - c. Files shall be kept strictly confidential.
  - d. The Provider shall retain client files for six (6) years after the last service date.
  - e. The Provider shall allow the DHS access to any file upon request.
- 7. Reporting requirements for program and fiscal data
  - a. The Provider shall be responsible for the following required program reports:
    - 1) The Provider shall complete the Quarterly Activity Report (QAR) in the formats provided by the DHS. The Provider shall report individual information about the youths/young adults served,

including the determination of TANF Funding or TANF Transfer Funding eligibility, as applicable, as well as the numbers of youths/young adults served, service units completed, program activities completed, accomplishments of the program objectives and outcomes, problems encountered, any program recommendations, and proposed future activities. The QAR shall also document any staffing changes. The CEL and QAR forms and the information required to be provided on those forms may be revised during the contract period.

- 2) The Provider shall complete the quarterly Limited English Proficiency (LEP) Report in the format provided by the DHS. The Provider shall report the number of youths/young adults who were offered and who received language access services, the type of language access service provided, the type of service provider used, and the expenditures spent on language access services during the reporting period.
  - 3) The QAR shall be submitted to the DHS via email by the last day of the month following the reporting period. The LEP Report shall be submitted to the DHS via email by the last day of the month following the reporting period.
  - 4) The Provider shall submit an Annual Activity Report summarizing the QARs with an analysis of the outcomes and recommendations for improvement, corrective actions, and timelines for accomplishing the recommendations. The Report shall be submitted to the DHS by September 30<sup>th</sup> of the next fiscal year.
- b. The Provider shall be responsible for the following required fiscal reports:
- 1) The Provider shall complete the annual Budget and monthly Expenditure Report in the formats provided by the DHS. The Provider shall summarize its annual projected program and personnel expenditures in the Budget, and report the actual expenditures of contract funds, during the reporting period for which an invoice will be submitted, in the Expenditure Report. The Report shall also list other sources of funding used for the Contract and their amounts as well as document all staff and contracted personnel that work under the Contract. Expenditures reported in the Report shall be subject to review by the DHS, such as a review of all applicable receipts, to verify the amounts and the appropriateness of the reported expenditures.
  - 2) The annual Budget shall be due before the beginning of the upcoming fiscal years.  
The Expenditure Report shall be submitted by the 15<sup>th</sup> of the month following the reporting period.
- c. See Attachments, Section 5 of this RFP for samples of the program and fiscal reports.

8. Output and performance and outcome measurements
  - a. The Provider shall maintain the capacity to deliver services throughout the contract term as specified in the Performance Measurement Forms A, B, and C, Section 2 of this RFP.
  - b. The effectiveness of the Contract shall be evaluated according to the utilization of the services, the numbers of the various service activities provided, and the outcomes achieved.
  - c. Unless otherwise agreed to in writing, the number of youths/young adults to be served and the numbers of the various service activities to be provided shall change in proportion to any funding changes.
  - d. See the Performance Measurement Forms A, B, and C at the end of this Section 2 of this RFP.
  
9. Quality assurance and evaluation specifications
  - a. The Provider shall maintain throughout the contract term a system of self-appraisal for on-going evaluation of the performance effectiveness and quality of its program services.
  - b. The evaluation process shall use credible and tested measurement tools or instruments.
  - c. The Provider shall collect data on the impact of services, including identifying indicators of change, which are relevant to outcomes.
  - d. The Provider shall include a process for implementing improvements and taking corrective action based upon the evaluation's findings.
  - e. The Provider shall provide a copy of its evaluation documentation to the DHS upon request.
  
10. Insurance requirements (see #1.4, General Conditions, Section 1 and #2., Special Conditions, Section 5 of this RFP).
  - a. The Provider shall maintain throughout the contract term the following insurance coverage:
    - 1) General Liability Insurance of no less than \$1 million per occurrence and \$2 million annual aggregate for bodily injury and property damage.
    - 2) Automobile Liability Insurance of no less than \$1 million per accident for any auto, non-owned autos, and hired autos.
    - 3) Professional Liability Insurance (Errors and Omissions) of no less than \$1 million per claim and \$2 million annual aggregate.
  - b. On the Certificate, it shall be stated that the State of Hawaii is named as an additional insured with respect to operations performed for the State, and any insurance maintained by the State will apply in excess of, and not contribute to, the insurance provided by the policy.
  - c. The Provider shall include any subcontractor as additional insured under its policies or provide to the DHS separate Certificates of Insurance and endorsements for each subcontractor. Any



subcontractor shall comply with the same insurance requirements as the Provider.

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

11. Hawaii Compliance Express (HCE)

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

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

**E. Facilities**

The Provider shall obtain and maintain adequate facilities for the satisfactory delivery of contracted services. The Provider's facilities shall meet American Disabilities Act (ADA) requirements, as applicable, and provide any special equipment necessary for service provision. The facilities may be shared with another agency/other agencies, but must be available for the contracted geographic area. The facilities shall be operational by the contract start date.

## **2.5 Compensation and Method of Payment**

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

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

- ☒ Cost reimbursement where the State pays the Provider up to a maximum annual contract amount for budgeted costs actually expended in the delivery of contracted services.

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

**A. Units of service**

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

**B. Method of compensation and payment**

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

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

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

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

<b><u>FORM A: PEOPLE TO BE SERVED</u></b>	<b>ANNUAL GOAL FOR CONTRACT YEAR</b>	
	<b>DHS' PROJECTED GOAL</b>	<b>APPLICANT'S PROJECTED GOAL</b>
1. # of youth/young adults who participated as Council members.		
2. # of youth/young adults Council members who received Leadership Skill Development Trainings.		
3. # of Council members who participated in workgroups, educational, advocacy activities, etc. (e. g., presentations at conferences/trainings, providing Legislative testimony, participating in planning).		
4. # of foster and former foster youth/young adults who participated in conferences, trainings, or other activities presented by or in collaboration with the Council.		
5. # of <u>adults</u> who participated in conferences, trainings, or other activities presented by or in collaboration with the Council.		
6. # of youth/young adults who received written, electronic, and/or verbal information about the Council and resources for foster youth/young adults from the Council.		
7. # of youth/young adults who were provided with support/outreach services by the Council or in collaboration with other partners.		
8. # of youth/young adults who were provided services through the Grievance/Pono Process.		

<b><u>FORM B: SERVICE ACTIVITIES</u></b>	<b>ANNUAL GOAL FOR CONTRACT YEAR</b>	
	<b>DHS' PROJECTED GOAL</b>	<b>APPLICANT'S PROJECTED GOAL</b>
1. # of Council Meetings.		
2. # of Leadership Skill Development Trainings for Council members.		
3. # of workgroups, educational, advocacy activities in which Council members participated, e.g., presenting at conferences/trainings; provided Legislative testimony; participated in planning.		
4. # of requests for assistance or to provide information on resources for youth/young adults formerly in care.		
5. # of outreach and supportive activities provided/offered to foster youth/young adults by the Council or in collaboration with other partners.		
6. # of Trainings for Grievance/Pono Process staff		
7. # of collaborations		
8. # of requests for Grievance/Pono Process assistance (phone calls, online, etc.)		

<b><u>FORM C: OUTCOMES</u></b>	<b>ANNUAL GOAL FOR CONTRACT YEAR</b>	
	<b>DHS' PROJECTED GOAL</b>	<b>APPLICANT'S PROJECTED GOAL</b>
1. Percentage of Council Members attending Council meetings	80%	
2. Percentage of Council Members participation in Leadership Skill Development Trainings	80%	
3. Percentage of Council Members participation in collaborative events—in planning and/or presenting at conferences, trainings, workshops; in participating in workgroups; in providing Legislative testimony; etc.	80%	
4. Percentage of Council Members participation in either developing resources/directories or providing information on resources for foster youth/young adults	80%	
5. Percentage of Council Member assisting DHS or other providers in providing support/outreach services to foster youth/young adults	25%	
6. % of Grievance/Pono Process staff participation in Trainings.		
7. % of Grievance/Pono Process requests were resolved.		

## **Section 3**

# **Proposal Application Instructions**

## Section 3

### Proposal Application Instructions

General instructions for completing the Proposal Application:

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

The Proposal Application is comprised of the following sections. The DHS prefers that the Applicant limits the number of pages for the narrative portion of each section to the recommended number below, encourages the Applicant to include any information the Applicant deems necessary even if the limits are exceeded, and cautions the Applicant to be discriminating regarding the amount of pages included so that the limits are not overly exceeded. No points shall be deleted for exceeding the limits.

- *Proposal Application Identification Form (1 page)*
- *Table of Contents (2 pages)*
- *Program Overview (2 pages)*
- *Experience and Ability (10 pages)*
- *Staffing and Project Organization (12 pages)*
- *Service Delivery (25 pages)*
- *Financial (8 pages)*
- *Other: Litigation Information*  
*Special Conditions, page 5 and Certification Regarding Lobbying*  
*Administrative Assurances*  
*Hawaii Compliance Express certification*

### **3.1 Program Overview**

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

### **3.2 Experience and Ability (11 points)**

#### **A. Experience (5 points)**

The Applicant shall have verifiable experience for the last five (5) years relative to the service activities specified in Section 2 of this RFP.

The Applicant shall provide information demonstrating their experience for the last five (5) years in providing the services specified in Section 2 of this RFP or similar services, including the following required and verifiable information for each contract/project listed:

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

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

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

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

#### **B. Ability (5 points)**

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



**C. Facilities (1 point)**

The Applicant shall provide the street address/es of its facilities, a description of its facilities, and demonstrate its/their adequacy in relation to the proposed services. The Applicant shall also specify how the facilities meet ADA requirements and describe any special equipment that may be required to deliver the proposed services.

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

**3.3 Staffing and Project Organization (15 points)****A. Staffing****1. Proposed staffing (5 points)**

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

The Applicant shall describe and justify a reasonable client/staff ratio, appropriate for the delivery of the proposed services, taking into account the numbers of people to be served and the levels of service activities to be provided. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.

The Applicant shall describe and justify a reasonable caseload capacity, appropriate for the delivery of the proposed services, taking into account the numbers of people to be served and the levels of service activities to be provided. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.

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

2. Staff qualifications (4 points)

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

The Applicant shall specify program accommodations to provide services to a multicultural and multilingual population, including immigrants, and describe its staff's experience in providing services to these populations.

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

**B. Project Organization**

1. Supervision and training (5 points)

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

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

2. Organization charts (1 point)

The Applicant shall provide:

- a. An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.
- b. A Program Specific Chart that details for each position budgeted to the Contract per each position description:
  - The position's title.
  - The position's minimum education level (e.g. high school diploma, Bachelor's degree, Master's degree).

- The position's full-time equivalency (FTE) to the Applicant's agency and to the program.
  - The position's lines of authority/supervision.
- c. The Organization-Wide and Program Specific Charts shall both be attached to the Application. The position titles in the Charts shall match the titles in the position descriptions. The position descriptions shall all be attached to the Application. Position vacancy information shall also be included in the proposal.
- d. When an Applicant is awarded the Contract, education/experience and/or criminal/CWS Central Registry waivers for incumbent staff who do not already have waivers approved by the DHS shall be submitted, if applicable. Resumes and other incumbent staff information may also be requested as necessary.

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

### **3.4 Service Delivery (65 points)**

The Applicant shall explain a clear, practical approach to the service delivery, service activities, and administrative/management requirements outlined in Section 2 of this RFP, including best practice, how the major service activities and tasks will be completed, well-defined work assignments and responsibilities, and logical timelines/schedules, as applicable. A fully completed Work Plan shall be attached to the Application (see the sample Work Plan and its Instructions included as an Attachment in the RFP posting on the SPO website).

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

#### **A. Direct Service Plan Provision (45 points)**

1. The Applicant shall provide specific information about its intake/referral processes including, but not limited to:
  - a. How client referrals will be received and processed.
  - b. How the client will be notified of the program's response to the referral.
  - c. How the DHS will be notified of the program's response to the referral.
  - d. How the Applicant will initiate client contact.
  - e. What steps the Applicant will take to make contact with clients who are difficult to contact.

2. The Applicant shall provide specific information about its case closure processes including, but not limited to:
  - a. How the client will be discharged after completion of the program, for non-compliance, and/or for non-participation.
  - b. How the client will be notified of the discharge from services and case closure.
  - c. How the DHS will be notified of the discharge from services and case closure.
  - d. How Client Satisfaction Surveys will be completed, if applicable.
  - e. How client cases will be closed.
  
3. The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the following areas:
  - a. Information and referral.
  - b. Hawaii Foster Youth/Young Adult Advisory Council.
  - c. Outreach and supportive services for youth currently or formerly in foster care.
  - d. Grievance/Pono Process.
  - e. Collaboration with other service providers.
  - f. Community awareness.
  - g. Case process:
    - 1) Assessment (including proposed assessment tool/s).
    - 2) Service initiation.
    - 3) Service planning.
    - 4) Case status.
  - h. Service transitions for clients/families when the Contract ends.

**B. Coordination of Services (5 points)**

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

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

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

The Applicant shall propose realistic numbers/percentages, considering that their staffing structure should be able to support the proposed numbers in manageable caseloads. Clear and sufficient justification shall be

provided to support the proposed numbers/percentages. More points shall be awarded if the proposed numbers/percentages are realistic and appropriately justified not if larger numbers/percentages are proposed. The Applicant shall complete each item except for the grayed-out areas which shall not need projections. A narrative shall be included to explain the rationale for the numbers/percentages provided by the Applicant.

The DHS shall have the final determination regarding the numbers/percentages for the Contract.

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

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

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

**E. Dispute/Conflict Resolution Procedures (5 points)**

The Applicant shall have written dispute/conflict resolution procedures, including consulting with the DHS as needed, to address disagreements with staff, volunteers, and contracted personnel, with clients, and with community resources.

These procedures shall be written in non-adversarial language so as to encourage cooperation between the parties.

### **3.5 Financial (9 points)**

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

1. The Applicant shall submit a clear, detailed budget utilizing the pricing structure designated in Section 2 of this RFP. The budget shall fully support the Scope of Work as well as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP. The budget shall be in compliance with any applicable laws, regulations, and rules.

Note: The Applicant is advised that, for budgeting purposes, there are insurance requirements and auditing requirements under the

Contract. See General Conditions and Special Conditions, Section 5 of this RFP.

2. The Applicant shall fully complete and submit all required budget information using the forms listed below. All budget forms, instructions, and samples are located on the SPO website. See 1.2 Website Reference, Section 1 of this RFP. **All budget forms shall be attached to the Application.**

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

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

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

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

3. All budgeted costs (personnel and non-personnel) shall be appropriate considering the service activities and tasks to be delivered. The Applicant shall clearly explain how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget shall be in compliance with any applicable laws, regulations, and rules.
4. The Applicant shall provide a separate and clear budget for the administrative costs on the budget forms listed in 3.5, A., 2., Section 3 of this RFP, not to exceed 15% of the annual funding amount, and justify the costs. If the Applicant has a federally-approved indirect rate, the Applicant shall provide the approval

letter and the general categories used to determine the federal rate. The Applicant must submit an administrative cost budget despite the Applicant's approval for the federal rate. The Applicant may use the general categories from the federal rate but the Applicant's indirect costs for the Contract must not exceed 15%.

5. All administrative budget forms, federally-approved indirect rate approval letter, and the general categories used to determine the federal rate shall be attached to the Application.

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

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

### **3.6 Other**

**A. Litigation Information**

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

**B. Special Conditions, page 5 and Certification Regarding Lobbying**

The Applicant shall read and complete a copy of page 5 of the Special Conditions. The Applicant shall also read and sign a copy of the Certification Regarding Lobbying (see Attachment G, Section 5 of this RFP). The completed/signed copies shall be attached to the Application.

**C. Administrative Assurances**

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

**D. Hawaii Compliance Express Certification**

The Applicant shall print a copy of their Hawaii Compliance Express certification and attach it to the Application.

# **Section 4**

## **Proposal Evaluation**



## Section 4

### Proposal Evaluation

#### 4.1 Introduction

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

#### 4.2 Evaluation Process

##### A. Evaluation Committee

The procurement officer or an evaluation committee of designated reviewers selected by the head of the state purchasing agency or the procurement officer shall review and evaluate proposals. When the evaluation committee is utilized, the committee shall be comprised of a minimum of two employees from a state agency or agencies with experience in, knowledge of, and/or responsibility for developing and maintaining the proposed services.

##### B. Proposal Rating Worksheet

The Proposal Rating Worksheet shall be utilized to evaluate the proposals:

TOTAL POSSIBLE SCORE	100 points = 100%
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PROPOSAL MET THE REQUIREMENTS	70 points = 70%
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The Applicant's total points shall be identified and categorized as one of the following:

1. Exceeded the requirements (71-100%):  
The proposal not only met all of a section's requirements but provided additional relevant information beyond the section's requirements which was deemed acceptable by the procurement officer or evaluation committee.
2. Met the requirements (70%):  
The proposal met all of a section's requirements.

3. Did not meet the requirements (less than 70%):
  - a. The information provided in a section only partially met the section's requirements as requested in the RFP;
  - b. The information provided in a section did not meet the section's requirements as requested in the RFP at all; and/or
  - c. The information in one section of the proposal was inconsistent with the information in another section/other sections of the proposal.

On the Worksheet a written explanation shall be provided for each section that receives either "Exceeded the requirements" or "Did not meet the requirements". No written explanation shall be provided for "Met the requirements".

After all of the Applicants' proposals have been evaluated they shall be ranked in order from most points to least points (most advantageous to least advantageous to the State) based on the evaluation each proposal received. The Applicant with the most points shall be awarded the contract. In addition, per HRS 3-143-303, the Applicant awarded the contract shall be both a responsive and responsible Applicant.

**Note:**

1. It shall not be acceptable for an Applicant's proposal to simply repeat language from the RFP when describing how the Applicant shall address the requirements of the service, including the completion of specific service activities and tasks. If a section or sections of a proposal simply repeats language from the RFP, as reviewed and agreed upon by the procurement officer or evaluation committee, the section or sections of the proposal shall be awarded no more than 20% of the total possible points in a section or sections.
2. If an Applicant proposes the use of subcontracting, the Applicant shall include the information required in 4.3 Evaluation Criteria in their proposal. If the Applicant only partially includes the information required or does not include the information required at all, up to one (1) point may be deducted from the total earned points in that section, as reviewed and agreed upon by the procurement officer or evaluation committee.

**C. The evaluation of the proposals shall be conducted in three phases:**

1. Phase 1: Evaluation of Proposal Requirements
2. Phase 2: Evaluation of Proposal Application
3. Phase 3: Notice of Award or Non-Award of a Contract

<b>D. <u>Evaluation Categories</u></b>	<b><u>Maximum Possible Points</u></b>
<i>Administrative Requirements</i>	<i>Submitted/Not submitted – 0 points</i>
Program Overview	0 points
Experience and Ability	11 points
Staffing and Project Organization	15 points
Service Delivery	65 points
Financial	9 points

**4.3 Evaluation Criteria****A. Phase 1: Evaluation of Proposal Requirements**

Failure to include any of the required documents in A., 1. Administrative Requirements and/or A., 2. Proposal Application Requirements as part of the proposal may result in a lower scoring of the proposal.

- 1. Administrative Requirements  
(Submitted/Not submitted - 0 points)**
  - a. Proposal Application Checklist
  - b. Litigation Information (if applicable)
  - c. Administrative Assurances
  - d. Special Conditions, page 5
  - e. Certification Regarding Lobbying
  - f. Hawaii Compliance Express Verification
- 2. Proposal Application Requirements  
(Submitted/Not submitted - 0 points)**
  - a. Proposal Application Identification Form (SPO-H-200)
  - b. Table of Contents
  - c. Program Overview
  - d. Experience and Ability
  - e. Staffing and Project Organization (including Organization Charts and Position Descriptions)
  - f. Service Delivery (including Performance Measurement Forms A, B, and C and Work Plan)

- g. Financial (including all budget/administrative budget forms, federal documents if applicable, and Financial Audit and Management Letters)

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

**1. Program Overview (0 points)**

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

**2. Experience and Ability (11 Points)**

a. Experience (5 points)

- 1) The Applicant has provided information demonstrating their experience for the last five (5) years in providing the services specified in Section 2 of this RFP or similar services, including the following required and verifiable information for each contract/project listed:
  - a) Contract/project identification number.
  - b) Contracting agency.
  - c) Name of contact person, phone number, mailing address, and email address of the contracting agency.
  - d) Title and a brief description of the service. (4 points)
- 2) The Applicant has provided information demonstrating their experience in providing services to meet the needs of different individuals, cultures, and communities, including individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have any disability. (1 point)

b. Ability (5 points)

- 1) The Applicant has **demonstrated** their knowledge about the delivery of the proposed services. (2 points)
- 2) The Applicant has **demonstrated** their ability and skills in delivering the proposed services. (3 points)

Service outcome reports, to include a brief analysis of the outcomes, and/or letters of community support have been attached to the Application (optional).

c. Facilities (1 point)

The Applicant has provided information demonstrating the appropriateness/adequacy of its facilities relative to the proposed services. This includes, but is not limited to, street

address/es, description of the facilities, how the facilities meet ADA requirements, and a description of any special equipment required to deliver the proposed services, as applicable.

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

### 3. **Staffing and Project Organization (15 Points)**

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

#### a. Staffing (9 points)

##### 1) Proposed staffing (5 points)

- a) The Applicant has described and justified a reasonable staffing pattern, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. The Applicant has listed the positions for all program, management, and fiscal staff proposed as full-time or part-time employees under the contract. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable. (3 points)
- b) The Applicant has described and justified a reasonable client/staff ratio, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable. (1 point)
- c) The Applicant has described and justified a reasonable caseload capacity, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable. (1 point)

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

- 2) Staff qualifications (4 points)
  - a) The Applicant has provided position titles and position descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly, including back-up staff for direct service staff. The position titles match the titles listed on the Organization Charts outlined below. The Applicant has also provided clear documentation that all staff have the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications meet the minimum personnel requirements specified in Section 2 of this RFP and are sufficient to ensure quality service delivery. (2 points)
  - b) The Applicant has specified program accommodations to provide services to a multicultural and multilingual population, including immigrants, and described its staff's experience in providing services to these populations. (1 point)
  - c) The Applicant has shown that its staff is familiar with the range of community services available for the target population. (1 point)

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

- b. Project Organization (6 points)
  - 1) Supervision and training (5 points)
    - a) The Applicant has described its ability to **supervise, train**, and provide administrative direction to staff relative to the delivery of the proposed services. (2 points)
    - b) The Applicant has described its plan to **supervise, train**, and provide administrative direction to staff relative to the delivery of the proposed services. (3 points)
  - 2) Organization charts and Position descriptions (1 point)
    - a) The Applicant has provided:
      - i) An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.

- ii) A Program Specific Chart that details for each position budgeted to the contract per each position description:
  - The position's title.
  - The position's minimum education level (e.g. high school diploma, Bachelor's degree, Master's degree).
  - The position's full-time equivalency (FTE) to the Applicant's agency and to the program.
  - The position's lines of authority/supervision.
- iii) The Organization-Wide and Program Specific Charts have both been attached to the Application. The position titles in the Charts match the titles in the position descriptions. The position descriptions have all been attached to the Application. Position vacancy information is included in the proposal.

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

#### **4. Service Delivery (65 Points)**

The Applicant has explained a clear, practical approach to the service delivery, service activities, and administrative/management requirements outlined in Section 2 of this RFP, including best practice, how the major service activities and tasks shall be completed, well-defined work assignments and responsibilities, and logical timelines and schedules, as applicable. Information documented in the Work Plan shall be included in the evaluation of the Applicant's Service Delivery. A fully completed Work Plan has been attached to the Application.

- a. Direct Service Plan Provision (40 points)
  - 1) The Applicant has provided specific information about its intake/referral processes including, but not limited to:
    - a) How client referrals will be received and processed.
    - b) How the client will be notified of the program's response to the referral.
    - c) How the DHS will be notified of the program's response to the referral.
    - d) How the Applicant will initiate client contact.

- e) What steps the Applicant will take to make contact with clients who are difficult to contact. (2 points)
- 2) The Applicant has provided specific information about its case closure processes including, but not limited to:
  - a) How the client will be discharged after completion of the program, for non-compliance, and/or for non-participation.
  - b) How the client will be notified of the discharge from services and case closure.
  - c) How the DHS will be notified of the discharge from services and case closure.
  - d) How Client Satisfaction Surveys will be completed, if applicable.
  - e) How client cases will be closed. (2 points)
- 3) The Applicant has provided a detailed, comprehensive, and practical plan for the delivery of services in the following areas: (36 points)
  - a) Information and referral. (1 points)
  - b) Hawaii Foster Youth/Young Adult Advisory Council (10 points)
  - c) Outreach and supportive services for youth currently or formerly in foster care (10 points)
  - d) Grievance/Pono Process (10 point)
  - e) Collaboration with other service providers. (1 points)
  - f) Community awareness. (1 points)
  - g) Case process: (2 points)
    - i) Assessment (including proposed assessment tool/s).
    - ii) Service initiation.
    - iii) Service planning.
    - iv) Case status
  - h) Service transitions for clients when the Contract ends. (1 point)
- b. Coordination of Services (5 points)
  - 1) The Applicant has provided information that demonstrates its capability of coordinating with the DHS to establish for the client agreed upon services, common service goals, agreed upon outcomes, and other agencies/community resources to meet the needs of the target population. (3 points)
  - 2) The Applicant has demonstrated its active collaborative capability of working with other community



agencies/resources to meet the client's needs, as applicable.  
(2 points)

Verification letters, meeting minutes, with a list of attendees, or other documentation of participation have been attached to the Application (optional).

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

The Applicant has proposed realistic numbers/percentages and considered that their staffing structure is able to support the proposed numbers in manageable caseloads. Clear and sufficient justification has been provided to support the proposed numbers/percentages.

Note: The DHS shall have the final determination regarding the numbers/percentages for a contract.

d. Quality Assurance and Evaluation (10 points)

- 1) The Applicant has described a detailed plan for quality assurance, evaluation, and improvement, including the **methodology, instruments, and timelines** for the proposed services. (4 points)
- 2) The Applicant has described its internal review process to ensure conformance with specified contract requirements, the Administrative Assurances, adequate accounting practices, accurate record keeping and maintenance of agency files, accurate tracking of performance/outcome measures, and program effectiveness. (3 points)
- 3) The Applicant has outlined a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery. (3 points)

e. Dispute/Conflict Resolution Procedures (5 points)

The Applicant has provided written dispute/conflict resolution procedures, include consulting with the CWS/VCM/FSS worker as needed, to address disagreements with:

- 1) Staff, volunteers, and contracted personnel. (2 points)
- 2) Clients. (2 points)
- 3) Community resources. (1 point)

**(7 Financial (9 points))**

a. Pricing Structure: Proposed Budget (8 points)

- 1) The Applicant has submitted a budget utilizing the pricing structure designated in Section 2 of this RFP. The budget is clear and detailed, providing all costs (personnel and non-personnel) which are appropriate considering the

service activities and the tasks to be completed. The budget fully supports the Scope of Work as well as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP. The budget is in compliance with any applicable laws, regulations, and rules. (4 points)

- 2) The Applicant has submitted all required budget information on the budget forms listed in Section 3 of this RFP. All budget forms have been fully completed and attached to the Application. (1 point)
  - 3) The Applicant has clearly explained how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. (2 points)
  - 4) The Applicant has provided a separate and clear budget for the administrative costs on the budget forms listed in Section 3 of this RFP, not exceeding 15% of the annual funding amount, and justified the costs. All administrative budget forms, federally-approved indirect rate approval letter, and the general categories used to determine the federal rate have been attached to the Application. (1 point)
- b. Other Financial Related Materials: Financial Audit  
The Applicant has submitted its most recently completed Financial Audit, including any management letters that accompanied the audit, and has provided information that demonstrated an adequate accounting system. The Financial Audit and management letters, if applicable, have been attached to the Application. (1 point)

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

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

PROPOSAL RATINGS CHECKLIST

Failure to include any of the required documents in A., 1. Administrative Requirements and/or A., 2. Proposal Application Requirements as part of the proposal may result in a lower scoring of the proposal.

PROPOSAL RATINGS WORKSHEET CHECKLIST (Submitted/Not Submitted)		YES	NO	Comments:
<b>I. Administrative Requirements</b>				
The Applicant submitted the documents listed below:				
A. Proposal Application Checklist				
B. Litigation Information (if applicable)				
C. Administrative Assurances				
D. Special Conditions, page 5				
E. Certification Regarding Lobbying				
F. Hawaii Compliance Express Verification				
<b>II. Proposal Application Requirements</b>				
The Applicant submitted the documents listed below:				
A. Proposal Application Identification Form (SPO-H-200)				
B. Table of Contents				
C. Program Overview				
D. Experience and Ability				
E. Staffing and Project Organization (including Organization Charts and position descriptions)				
F. Service Delivery (including Performance Measurement Forms A, B, and C and a Work Plan with Work Flow Chart)				
G. Financial (including all budget/administrative budget forms, federal documents (if applicable), and Financial Audit and management letters)				

## PROPOSAL RATINGS WORKSHEET

Column A represents the maximum number of points an Applicant can earn in a specific category or section as stated in Section 4 of the RFP.  
Column B represents 70% of the maximum number of points an Applicant can earn in a specific category or section. This percentage indicates that all requirements were met in the category or section.  
Column C represents the number of points the proposal actually earned in a category or section as determined by the Evaluation Committee.  
If the number of points in Column C is more than or less than the number of points in Column B, the Evaluation Committee shall provide a justification of why the category or section earned that number of points.  
**A score of 70% means that a proposal met all of a category's or section's requirements. A score that exceeds 70% means that a proposal exceeded the category's or section's requirements and requires a written justification. A score that is less than 70% means that a proposal did not meet the category's or section's requirements and requires a written justification.**

**Note:** 1. It shall not be acceptable for an Applicant's proposal to simply repeat language from the RFP when describing how the Applicant shall address the requirements of the service, including the completion of specific service activities and tasks. If a section or sections of a proposal simply repeats language from the RFP, as reviewed and agreed upon by the procurement officer or evaluation committee, the section or sections of the proposal shall be awarded no more than 20% of the total possible points in a section or sections.  
2. If an Applicant proposes the use of subcontracting, the Applicant shall include the information required in 4.3 Evaluation Criteria in their proposal. If the Applicant only partially includes the information required or does not include the information required at all, up to one (1) point may be deducted from the total earned points in that section, as reviewed and agreed upon by the procurement officer or evaluation committee.

Evaluation Category		A	B	Earned Points or Pass/Reject	Justification/Comments/Requests:
		Maximum Points	70% Points		
I. Program Overview					
II. Experience and Ability		11	7.7		
A. Experience		5	3.5		
1) The Applicant has provided information demonstrating their experience for the last five (5) years in providing the services specified in Section 2 of this RFP or similar services, including the following required and verifiable information for each contract/project listed: a) Contract/project identification number. b) Contracting agency. c) Name of contact person, phone number, mailing address, and email address of the contracting agency. d) Title and a brief description of the service.		4	2.8		
2) The Applicant has provided information demonstrating their experience in providing services to meet the needs of different individuals, cultures, and communities, including individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have any disability.		1	0.7		
B. Ability					
1) The Applicant has demonstrated their knowledge about the delivery of the proposed services.		5	3.5		
2) The Applicant has demonstrated their ability and skills in delivering the proposed services.		2	1.4		
C. Facilities					
The Applicant has provided information demonstrating the appropriateness/adequacy of its facilities relative to the proposed services. This includes, but is not limited to, street addresses, description of the facilities, how the facilities meet ADA requirements, and a description of any special equipment required to deliver the proposed services, as applicable. If facilities are not presently available, the Applicant has provided detailed plans to secure/prepare the facilities to allow for service delivery by the contract start date.		1	0.7		
III. Staffing and Project Organization		15	10.5		
The Applicant has explained its approach and rationale for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks.					
A. Staffing					
1) Proposed Staffing		9	6.3		
		5	3.5		

Evaluation Category	A	B	C	Justification/Comments/Requests:
	Maximum Points	70% Points	Earned Points or Pass/Reject	
a) The Applicant has described and justified a reasonable staffing pattern, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. The Applicant has listed the positions for all program, management, and fiscal staff proposed as full-time or part-time employees under the contract. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.	3	2.1		
b) The Applicant has described and justified a reasonable client/staff ratio, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.	1	0.7		
c) The Applicant has described and justified a reasonable caseload capacity, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.	1	0.7		
Note: If the Applicant proposed the use of subcontracting, the Applicant also included the above information for the proposed subcontracted staff.	0	0.0		
2) Staff Qualifications	4	2.8		
a) The Applicant has provided position titles and position descriptions that include the minimum qualifications (education and experience) for each staff position budgeted to the contract directly, including back-up staff for direct service staff. The position titles match the titles listed on the Organization Charts outlined below. The Applicant has also provided clear documentation that all staff have the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications meet the minimum personnel requirements specified in Section 2 of this RFP and are sufficient to ensure quality service delivery.	2	1.4		
b) The Applicant has specified program accommodations to provide services to a multicultural and multilingual population, including immigrants, and described its staff's experience in providing services to these populations.	1	0.7		
c) The Applicant has shown that its staff is familiar with the range of community services available for the target population.	1	0.7		
Note: If the Applicant proposed the use of subcontracting, the Applicant also included the above information for the proposed subcontracted staff.	0	0.0		
B. Project Organization	6	4.2		
1) Supervision and Training	5	3.5		
a) The Applicant has described its ability to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services.	2	1.4		
b) The Applicant has described its plan to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services.	3	2.1		
2) Organization Charts and Position Descriptions	1	0.7		
a) An Organization-Wide Chart showing where the proposed program fits within the Applicant's agency.				

Evaluation Category		A	B	C	Justification/Comments/Requests:
		Maximum Points	70% Points	Earned Points or Pass/Reject	
b) A Program Specific Chart that details for each position budgeted to the contract per position description: <ul style="list-style-type: none"><li>• The position's title.</li><li>• The position's minimum education level (e.g. high school diploma, Bachelor's degree, Master's degree).</li><li>• The position's full-time equivalency (FTE) to the Applicant's agency and to the program.</li><li>• The position's lines of authority/supervision.</li></ul> c) The Organization-Wide and Program Specific Charts have both been attached to the Application. The position titles in the Charts match the titles in the position descriptions.		1	0.7		
d) The position descriptions have all been attached to the Application. Position vacancy information has been included in the proposal.		0	0.0		
Note: If the Applicant proposed the use of subcontracting, the Applicant has included the above information for the proposed subcontracted staff.					
<b>IV. Service Delivery</b> The Applicant has explained a clear, practical approach to the service delivery, service activities, and administrative/management requirements outlined in Section 2 of this RFP, including best practice, how the major service activities and tasks shall be completed, well-defined work assignments and responsibilities, and logical timelines and schedules, as applicable. Information documented in the Work Plan shall be included in the evaluation of the Applicant's Service Delivery. A fully completed Work Plan has been attached to the Application.		65	45.5		
<b>A. Direct Service Plan Provision</b>		40	28		
1) The Applicant has provided specific information about its intake/referral processes including, but not limited to: <ul style="list-style-type: none"><li>a) How client referrals will be received and processed.</li><li>b) How the client will be notified of the program's response to the referral.</li><li>c) How the DHS will be notified of the program's response to the referral.</li><li>d) How the Applicant will initiate client contact.</li><li>e) What steps the Applicant will take to make contact with clients who are difficult to contact.</li></ul>		2	1.4		
2) The Applicant has provided specific information about its case closure processes including, but not limited to: <ul style="list-style-type: none"><li>a) How the client will be discharged after completion of the program, for non-compliance, and/or for non-participation.</li><li>b) How the client will be notified of the discharge from services and case closure.</li><li>c) How the DHS will be notified of the discharge from services and case closure.</li><li>d) How Client Satisfaction Surveys will be completed, if applicable.</li><li>e) How client cases will be closed.</li></ul>		2	1.4		
3) The Applicant has provided a detailed, comprehensive, and practical plan for the delivery of services in the following areas: <ul style="list-style-type: none"><li>a) Information and referral.</li><li>b) Hawaii Foster Youth/Young Adult Advisory Council.</li><li>c) Outreach and supportive services for youth currently or formerly in foster care.</li><li>d) Grievance/Pono Process.</li><li>e) Collaboration with other service providers.</li><li>f) Community awareness.</li></ul>		36	25.2		
		1	0.7		
		10	7.0		
		10	7.0		
		10	7.0		
		1	0.7		
		1	0.7		

Evaluation Category		A	B	C	Justification/Comments/Requests:
	Maximum Points	70% Points	Earned Points or Pass/Reject		
i) Case process: i) Assessment (including proposed assessment tool/s). ii) Service initiation. iii) Service planning. iv) Case status. j) Service transitions for clients when the contract ends.	2	1.4			
B. Coordination of Services	1	0.7			
	5	3.5			
1) The Applicant has provided information that demonstrates its capability of coordinating with the DHS to establish for the client agreed upon services, common service goals, agreed upon outcomes, and other agencies/community resources to meet the needs of the target population.	3	2.1			
2) The Applicant has demonstrated its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. Verification letters, meeting minutes, with a list of attendees, or other documentation of participation are attached to the Application (optional).	2	1.4			
C. Performance Measurement Forms A, B, and C	5	3.5			
The Applicant has proposed realistic numbers/percentages and considered that their staffing structure is able to support the proposed numbers in manageable caseloads. Clear and sufficient justification has been provided to support the proposed numbers/percentages.  Note: The DHS shall have the final determination regarding the numbers/percentages for the Contract.	5	3.5			
D. Quality Assurance and Evaluation	10	7.0			
1) The Applicant has described a detailed plan for quality assurance, evaluation, and improvement, including the methodology, instruments, and timelines for the proposed services.	4	2.8			
2) The Applicant has described its internal review process to ensure conformance with specified contract requirements, the Administrative Assurances, adequate accounting practices, accurate record keeping and	3	2.1			
3) The Applicant has outlined a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery.	3	2.1			
E. Dispute/Conflict Resolution Procedures	5	3.5			
The Applicant has provided written dispute/conflict resolution procedures, including consulting with the DHS worker as needed, to address disagreements with:	0	0.0			
1) Staff, volunteers, and contracted personnel.	2	1.4			
2) Clients.	2	1.4			
3) Community resources.	1	0.7			
V. Financial	9	6.3			
A. Pricing Structure: Proposed Budget	8	5.6			

Evaluation Category	A		B		C		Justification/Comments/Requests:
	Maximum Points		70% Points		Earned Points or Pass/Reject		
1) The Applicant has submitted a budget utilizing the pricing structure designated in Section 2 of this RFP. The budget is clear and detailed, providing all costs (personnel and non-personnel) which are appropriate considering the service activities and the tasks to be completed. The budget fully supports the Scope of Work as well as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP. The budget is in compliance with any applicable laws, regulations, and rules.	4		2.8				
2) The Applicant has submitted all required budget information on the budget forms listed in Section 3 of this RFP. All budget forms have been fully completed and attached to the Application.	1		0.7				
3) The Applicant has clearly explained how it verified that all budgeted costs are reasonable and comparable to similar costs in the community.	2		1.4				
4) The Applicant has provided a separate and clear budget for the administrative costs on the budget forms listed in Section 3 of this RFP, not exceeding 15% of the annual funding amount, and justified the costs. All administrative budget forms, federally-approved indirect rate approval letter, and the general categories used to determine the federal rate have been attached to the Application.	1		0.7				
<b>B. Other Financial Related Materials: Financial Audit</b> The Applicant has submitted its most recently completed Financial Audit, including any management letters that accompanied the Audit, and has provided information that demonstrated an adequate accounting system. The Financial Audit and management letters, if applicable, have been attached to the Application.	1		0.7				
<b>TOTAL SCORE</b>	<b>92</b>		<b>64.4</b>				The Applicant's total points (fill in the circle) <input type="radio"/> exceeds <input type="radio"/> meets <input type="radio"/> are less than the total points necessary for a satisfactory proposal score. If the Applicant is awarded the Contract, the Applicant shall address all comments and requests on this Worksheet before contract execution.



# **Section 5**

## **Attachments**

## **ATTACHMENT A**

### **Proposal Application Identification Form (SP0-H-200)**

This is a “protected” form and should be completed on-line then printed and included in the Proposal Application.

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

## **ATTACHMENT B**

### **Proposal Application Checklist**

This form should be printed then completed and included in the Proposal Application.

## Proposal Application Checklist

Applicant: \_\_\_\_\_ RFP No.: SSD-19-POS-9710

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

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
<b>General:</b>				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website*	<b>X</b>	
Proposal Application Checklist	Section 1, RFP	Section 5, RFP	<b>X</b>	
Table of Contents	Section 1, RFP	Section 5, RFP	<b>X</b>	
Proposal Application (SPO-H-200A – optional format)	Section 3, RFP	SPO Website*	<b>X</b>	
Budget SPO-H-205	Section 3, RFP	SPO Website*	<b>X</b>	
Budget SPO-H-205A (Organization Wide by Funding Sources)	Section 3, RFP	SPO Website* See Special Instructions in Section 3	<b>N/A</b>	
Budget SPO-H-205B (Organization Wide by Programs)	Section 3, RFP,	SPO Website* See Special Instructions in Section 3	<b>N/A</b>	
SPO-H-206A Salaries and Wages	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206B Taxes, Assessments, Fringe	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206E Contractual – Admin.	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206F Contractual - Subcontracts	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206G Depreciation	Section 3, RFP	SPO Website* See Special Instructions in Section 3	<b>N/A</b>	
SPO-H-206H Program Activities	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206I Equipment	Section 3, RFP	SPO Website*	<b>X</b>	
SPO-H-206J Motor Vehicles	Section 3, RFP	SPO Website*	<b>X</b>	
<b>Certifications:</b>				
Administrative Assurances	Section 3, RFP	Section 5, RFP	<b>X</b>	
Special Conditions, page 3	Section 3, RFP	Section 5, RFP	<b>X</b>	
Hawaii Compliance Express	Section 1, RFP	*	<b>X</b>	
<b>Federal Certifications:</b>				
Debarment & Suspension	Special Conditions	Section 5, RFP	<b>N/A</b>	
Drug Free Workplace	Special Conditions	Section 5, RFP	<b>N/A</b>	
Environmental Tobacco Smoke	Special Conditions	Section 5, RFP	<b>N/A</b>	
Certification Regarding Lobbying	Special Conditions	Section 5, RFP	<b>X</b>	
Program Fraud Civil Remedies Act	Special Conditions	Section 5, RFP	<b>N/A</b>	

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## **ATTACHMENT C**

### **Sample Proposal Application Table of Contents**

## Proposal Application Table of Contents

<b>I.</b>	<b>Program Overview .....</b>	<b>1</b>
<b>II.</b>	<b>Experience and Ability .....</b>	<b>2</b>
<b>A.</b>	Experience .....	2
<b>B.</b>	Ability .....	4
<b>C.</b>	Facilities .....	8
<b>III.</b>	<b>Staffing and Project Organization .....</b>	<b>9</b>
<b>A.</b>	Staffing.....	9
1.	Proposed Staffing.....	10
2.	Staff Qualifications .....	13
<b>B.</b>	Project Organization .....	16
1.	Supervision and Training.....	16
	Organization Charts (narrative).....	19
<b>IV.</b>	<b>Service Delivery.....</b>	<b>22</b>
<b>V.</b>	<b>Financial.....</b>	<b>42</b>
<b>VI.</b>	<b>Attachments</b>	
<b>A.</b>	Proposal Application Identification Form	
<b>B.</b>	Proposal Application Checklist	
<b>C.</b>	Organization-Wide Chart	
<b>D.</b>	Program Specific Chart	
<b>E.</b>	Position descriptions	
<b>F.</b>	Performance Measurement Forms A, B, and C	
<b>G.</b>	Work Plan	
<b>H.</b>	Budget/Administrative Budget and federal documents	
<b>I.</b>	Financial Audit and management letters for FY18 (or FY17, if not available)	
<b>J.</b>	Litigation Information	
<b>K.</b>	Administrative Assurances	
<b>L.</b>	Special Conditions, pages 5-21 and 5-28	
<b>M.</b>	Certification Regarding Lobbying	
<b>N.</b>	Hawaii Compliance Express certification	

**ATTACHMENT D**

**CRIMINAL HISTORY RECORD CHECK STANDARDS**

**AND**

**PROTECTIVE SERVICES CENTRAL REGISTRY  
STANDARDS**

These will be included in the Contract.

DEPARTMENT OF HUMAN SERVICES  
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS

(Revised 4/18/13)

I. PURPOSE

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

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

- A. Upon implementation of these standards, a check of the Criminal Justice Information System (CJIS) and the Federal Bureau of Investigation (FBI) data system for a criminal history record check shall be conducted when an individual is:
1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal history record check, the individual may be placed in a non-direct service provider position on a probationary status not to exceed thirty (30) days; or
  2. In a direct service provider position the criminal history record check shall be completed and the results received by the agency, purchase of services contractor or individual employer **prior** to the individual starting direct service work.
- B. The criminal history record check shall include the submission of fingerprints to the FBI and the CJIS for a State criminal history record check.
- C. Individuals shall have a criminal history record check upon initial hire or implementation of these standards and a second criminal history record check twelve months later. Thereafter, State name checks shall be conducted every other year.
- D. The responsibility for conducting a criminal history record check shall rest with the individual seeking to become a direct service provider or the individual/agency/organization hiring the individual as a direct service provider.
- E. The criminal history record checks shall be conducted through:



1. For APCSB providers: The Department of Human Services (DHS) designee contracted to fingerprint individuals and to submit information to and receive information from the FBI and CJIS. The individual shall complete, sign and date the DHS 1645, "Authorization for Criminal History Record Clearance", and submit the completed form to the DHS designee;
2. For APCSB and CWSB providers: State name checks are to be obtained from the Hawaii Criminal Justice Data Center (HCJDC) website: (<http://ecrim.ehawaii.gov/ahewa/>). Individuals who do not have access to computer may request information from the following:

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

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

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

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

### III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

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

shall be terminated when a prospective or current direct service provider has a criminal history as indicated below:

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

required documents listed on the “Checklist for Exemption Request”, the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.

6. The exemption panel shall consider the following:
  - a. The relevancy of the individual’s conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
  - b. Passage of time since the crime was committed; and
  - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual’s behavior, character references, and activities since conviction, such as employment.
7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
8. Individuals requesting exemptions shall be informed in writing of the panel’s decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
  - a. Request an informal discussion with the APCSB/CWSB Administrator; and/or
  - b. Appeal the panel’s decision to the CWSB Administrator.

- D. APCSB clients may choose not to conduct criminal history record checks on individuals they hire on their own. Clients who choose not to have criminal history record checks shall complete form DHS 1672, “Consumer-Employer Choice Regarding Criminal History Record Check and Adult Protective Services (APS) Central Registry Check”, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal history record checks or APS Central Registry checks on individuals they plan to hire as direct service providers.

#### Attachments

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

DEPARTMENT OF HUMAN SERVICES  
PROTECTIVE SERVICES  
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

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

The Protective Services Central Registry may include information from the Adult Protective Services (APS) Central Registry and the Child Welfare Services (CWS) Central Registry. The APS Central Registry shall be checked for individuals serving as direct service providers for APCS 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 APCS and CWSB clients, and for APCS 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 non-direct service provider position on a probationary status not to exceed thirty (30) days; or
  - 2. In a direct service provider position the Protective Services Central Registry check shall be completed and the results received by the agency, purchase of services contractor or individual employer *prior* to the individual starting direct service work.
- 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 DHS or its designee is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to become a direct service provider.

**For CWSB Direct Service Providers:** Please go to the DHS website, <http://humanservices.hawaii.gov/ssd/backgroundcheck>, to obtain the “Child Protective Services System Central Registry Clearance Form – Experimental (2/06)” and follow the provided instructions. The individual shall fill out the Form and submit as instructed on the Form.

The release of information by the DHS or its designee shall be limited to the following:

**APS CENTRAL REGISTRY CHECK**

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

**CWS CENTRAL REGISTRY CHECK**

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

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

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

When the Protective Services Central Registry check indicates that abuse has been confirmed, the individual/agency/organization hiring the individual as a direct service provider must inquire of that individual as to the nature and circumstance of the confirmed abuse. Information obtained by the individual/agency/organization from the Protective Services Central Registry check shall be taken into consideration when hiring and terminating individuals as direct service providers. An offer of employment shall be withdrawn or the position of a direct service provider shall be terminated when:

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

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

## **ATTACHMENT E**

### **General Conditions**

This is a PDF document posted with the RFP on the SPO website.

These will be included in the Contract.



## **ATTACHMENT F**

### **Special Conditions**

These will be included in the Contract.

Pages 5-21 and 5-28 should be printed then completed and included in the Proposal Application.

## SPECIAL CONDITIONS

(Final Rev. 4/15/19)

1. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, when receiving federal funds the PROVIDER shall comply with all regulations and requirements of the expending federal agency and complete all required forms and documents. Any PROVIDER receiving federal funds shall secure a Data Universal Numbering System (D-U-N-S) Number and provide it to the STATE as requested; refer to <http://fedgov.dnb.com/webform> for information. The PROVIDER shall allow full access to records, reports, files, and other documents so that their program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Contract and any subsequent Supplemental Agreements, as applicable.
  
2. **Insurance.** The following provisions are added to Section 1.4, Insurance Requirements, of the General Conditions:
  - a. The Commercial General Liability Insurance required in Section 1.4 of the General Conditions shall be per occurrence.
  
  - b. The PROVIDER shall obtain and maintain at all times Automobile Liability Insurance for Any Auto, Non-Owned Autos, and Hired Autos used by the PROVIDER to complete the services specified in this Contract and any subsequent Supplemental Agreements, as applicable. Autos shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes (HRS), if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The insurance amount shall be no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per accident. Prior to or upon execution of this Contract and any subsequent Supplemental Agreements, as applicable, the PROVIDER shall furnish the STATE with a Certificate of Liability Insurance verifying this insurance.
  
  - c. If the PROVIDER'S employees are required to use personally-owned automobiles to complete the services specified in this Contract and any subsequent Supplemental Agreements, as applicable, whether or not they transport clients, the PROVIDER shall require its employees to have a valid driver's license, obtain and maintain all Automobile Insurance as required by the laws of the State of Hawaii, and use only vehicles for which there is an Automobile Liability Insurance amount of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per accident. This Automobile Liability Insurance may come from the PROVIDER'S Automobile Liability Insurance, which should cover Non-Owned Autos, the PROVIDER'S Commercial General Liability Insurance, or the employee's own Automobile Insurance.

- d. The PROVIDER shall obtain and maintain at all times Errors and Omissions (Professional) Liability Insurance from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii, for an aggregate amount of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per claim and no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) annually. Prior to or upon execution of this Contract and any subsequent Supplemental Agreements, as applicable, the PROVIDER shall furnish the STATE with a Certificate of Insurance verifying this insurance.
- e. The PROVIDER'S Certificate of Liability Insurance shall contain the following:
  - 1) The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii (General and Automobile Liability Insurance only).
  - 2) It is agreed that any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute to, insurance provided by this policy.
  - 3) The Contract number and "State of Hawaii, Department of Human Services" shall be specified on the Certificate of Liability Insurance in the "Descriptions of Operations/Locations/Vehicles" box, and "State of Hawaii, Department of Human Services" shall be specified in the "Certificate Holder" box.
- f. The PROVIDER shall include any SUBCONTRACTORS as additional insured under its policies or provide to the STATE separate Certificates of Liability Insurance for each SUBCONTRACTOR. Any SUBCONTRACTOR shall comply with the same insurance requirements as the PROVIDER.
- g. At all times, the PROVIDER shall comply with all current insurance requirements specified in HRS and Hawaii Administrative Rules (HAR).
- h. The PROVIDER shall immediately provide written notice to the STATE should any of the insurance policies required under this Contract and any subsequent Supplemental Agreements, as applicable, be cancelled, limited in scope, or not renewed upon expiration.
- i. Failure of the PROVIDER to obtain and maintain the required insurance shall be deemed a failure to provide the required contract services, allowing the STATE to exercise any or all of the remedies provided in this Contract and any subsequent Supplemental Agreements, as applicable.
- j. The obtaining and maintaining of the required insurance shall not be construed to limit the PROVIDER's subsequent liability nor to fulfill the indemnification provisions and requirements of this Contract and any subsequent Supplemental Agreements, as applicable. Notwithstanding the required insurance, the PROVIDER shall be obliged for the total amount of any damage, injury, or loss caused by the PROVIDER or its authorized representatives.

- k. The STATE reserves the right to amend the insurance requirements in order to maintain all contracts in compliance with the most current laws of the State of Hawaii.
- 3. Section 1.6, Reporting Requirements, of the General Conditions is revised as follows:
 

The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Attachment 3, Compensation and Payment Schedule, of this Contract, and Attachment S3, Compensation and Payment Schedule, of any subsequent Supplemental Agreements, as applicable, documenting the PROVIDER'S overall efforts toward meeting the requirements of this Contract and any subsequent Supplemental Agreements, as applicable, and listing expenditures actually incurred and units actually delivered in the performance of this Contract and any Supplemental Agreements, as applicable. The PROVIDER shall return any overpayments to the STATE.
- 4. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, all information and records about or for the clients served by this Contract and any subsequent Supplemental Agreements, as applicable, as obtained by the PROVIDER from the clients, the STATE, or any other individuals or agencies, or as prepared by the PROVIDER for the STATE in compliance with this Contract and any subsequent Supplemental Agreements, as applicable, shall be confidential and not be made available to any other individuals or agencies by the PROVIDER without prior written approval of the STATE, subject to the provisions of the applicable State of Hawaii and federal statutes, including HRS and HAR.
- 5. **Copyright and Patent.** The following provisions are added to Section 2.2, Ownership Rights and Copyright, of the General Conditions:
 

No summary, report, map, chart, graph, table, study, or other document or material or discovery, invention, or development produced in whole or in part under this Contract and any subsequent Supplemental Agreements, as applicable, shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its SUBCONTRACTORS without prior written authorization from the Director. It is strictly understood that all finished or unfinished summaries, reports, maps, charts, graphs, tables, studies and other documents or materials prepared by the PROVIDER and all discoveries, inventions, and developments produced in whole or in part under this Contract and any subsequent Supplemental Agreements, as applicable, shall be the property of the STATE.
- 6. **Maintain Records.** In addition to Section 2.3, Record Retention, of the General Conditions, the PROVIDER shall maintain statistical, clinical, and administrative records pertaining to the services of this Contract or any subsequent Supplemental Agreements, as applicable. The records shall be subject at all reasonable times to inspection or review by the STATE or federal representatives directly connected with the program under this Contract and any subsequent Supplemental Agreements, as applicable.

7. **Failure to Deliver.** The following provisions are added to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, respectively, of the General Conditions:
  - a. The PROVIDER shall secure the necessary personnel to complete the required contract services; the PROVIDER's inability to do so shall not be an acceptable reason for its failure to complete the required contract services.
  - b. Failure to complete any components of the services described in Attachment 1, Scope of Services, of this Contract and Attachment S1, Scope of Services, in any subsequent Supplemental Agreements, as applicable, shall be deemed a failure to provide the required contract services, allowing the STATE to possibly terminate this Contract and any subsequent Supplemental Agreements, as applicable. Services shall not be deemed delivered or performance completed until all components of each service are delivered and completed and accepted by the STATE.
8. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, the party requesting an amendment, modification, alteration, revision, or extension of any term, provision, or condition of this Contract and any subsequent Supplemental Agreements, as applicable, shall allow thirty (30) calendar days for consideration and approval of the request.
9. **For Business Termination.** In addition to Section 4.2, Termination in General, of the General Conditions, if the PROVIDER ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of the rights of creditors, then at the option of the STATE this Contract and any subsequent Supplemental Agreements, as applicable, shall terminate and be of no further force and effect, and any property or rights of the STATE, tangible or intangible, shall immediately, without further notice or demand, be returned to the STATE.
10. During the term of this Contract and any subsequent Supplemental Agreements, as applicable, the parties shall be renegotiating terms and conditions related to the performance of the PROVIDER including, but not limited to, measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation the parties have the right to terminate this Contract and any subsequent Supplemental Agreements, as applicable, in accordance with Section 4.2, Termination in General, Section 4.3, Termination for Necessity or Convenience, and/or Section 4.4, Termination by PROVIDER, of the General Conditions. Any amendments to this Contract and any subsequent Supplemental Agreements, as applicable, shall not constitute a fundamental change as defined in Chapter 3-149-303(d), HAR, "...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...”

11. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The authorized official signing for the PROVIDER’S organization certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The official signing agrees that the PROVIDER’S organization shall comply with the federal terms and conditions of the funding award, as applicable.
12. The PROVIDER acknowledges and agrees that the STATE shall compensate the PROVIDER for services provided to clients referred by the STATE, other community agencies, and self-referrals, as applicable, but that nothing contained in this Contract and any subsequent Supplemental Agreements, as applicable, obligates the STATE to provide any such referrals to the PROVIDER.
13. **Notice.** Any notice, invoice, report, request, correspondence, approval, communication, or demand that either party desires or is required by this Contract and any subsequent Supplemental Agreements, as applicable, to give the other party shall be in writing and either emailed, served personally, or sent through the United States Postal Service by pre-paid first class mail, as applicable, to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing.

**STATE:**           **Department of Human Services**  
                               **Social Services Division**  
                               **Purchase of Services and Grants Management Unit**  
                               **1010 Richards Street, Room 216**  
                               **Honolulu, Hawaii 96813**

**PROVIDER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

14. **Option to Extend.** The STATE and the PROVIDER may agree in writing to extend the terms of this Contract and any subsequent Supplemental Agreements, as applicable, in accordance with any of the following that are checked:

X	The provisions of the Request for Proposals.
X	The provisions of Chapter 3-149-301, HAR, regarding the extension of existing contracts during the procurement process.
X	The provisions of Chapter 3-141-503, HAR, if the Contract, including any subsequent Supplemental Agreements, as applicable, is exempt from procurement rules.
X	If the STATE and the PROVIDER agree to an extension to utilize unspent funds.

15. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify the STATE of its intent to reduce, terminate, or deny services to a STATE-referred client or family at least fourteen (14) consecutive days before the date of termination or denial of services except in cases which require immediate termination or as stated elsewhere in this Contract and any subsequent Supplemental Agreements, as applicable.
16. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond the control of either 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 either party's control. The respective party shall notify the other party of the delay or failure in performance and the reason/s for the delay or failure as soon as practicable after the occurrence of such acts and request an extension of time for completion of services, reports, responses, etc. prior to the specified due date.
17. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by the STATE and shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all funds received and all direct and indirect expenditures of any nature related to the PROVIDER'S performance as well as provide an adequate audit trail to support the PROVIDER'S claims for reimbursement under this Contract and any subsequent Supplemental Agreements, as applicable. The requirements for an adequate accounting system shall include, but are not limited to:
- a. The ability to keep all procurement and financial records accurately as required by the DHS, the State Procurement Office, and the laws of the State of Hawaii.
  - b. The ability to submit timely documentation of all necessary cost data on the forms required by the Contract and any subsequent Supplemental Agreements, as applicable.
  - c. Compliance with generally accepted accounting principles.
18. **Equipment.** If more than fifty percent (50%) of the total contract funds specified in Attachment 3, Compensation and Payment Schedule, of this Contract, and Attachment S3, Compensation Schedule, of any subsequent Supplemental Agreements, as applicable,

are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Contract and any subsequent Supplemental Agreements, as applicable, including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and an expected life of more than one year, shall remain the property of the STATE. Following the Contract period, including any subsequent Supplemental Agreements, as applicable, all equipment shall be reported in the final fiscal report to the STATE. The disposition of the equipment shall be prescribed by the STATE.

19. **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 Contract and any subsequent Supplemental Agreements, as applicable. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards and shall furnish a copy of such audit to the STATE. This requirement shall apply to all PROVIDERS receiving general funds from the STATE.

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

- a. The PROVIDER is subject to the federal audit requirements specified below; and
- b. The federal audit addresses whether the PROVIDER'S internal control procedures are effective in meeting the terms and conditions of this Contract and any subsequent Supplemental Agreements, as applicable.

20. **Federal Audit Requirement.**

The PROVIDER spending seven hundred fifty thousand dollars (\$750,000.00) or more per year in federal financial assistance shall be subject to the federal audit requirements under the Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." This amount is comprised of the total federal funds expended from all of the PROVIDER's current contracts (federal, STATE, and county). The PROVIDER shall furnish a copy of any such audit to the STATE.

In addition, the PROVIDER, when required in accordance with the guidelines of 2 CFS Part 200 "Uniforms Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", shall have an independent certified public accountant conduct a financial and compliance audit.

21. **Tax Clearance.** As a result of Act 190, SLH 2011 and Chapter 103F, HRS, all Chapter 103F PROVIDERS are now required to register on Hawaii Compliance Express (HCE) for compliance verification.



- a. Those PROVIDERS who have HCE compliance verifications on which there is a file number on the line that reads “DCCA FILE #” and there is “Exempt” on the line that reads “COGS, Hawaii Department of Commerce and Consumer Affairs” below that, or on the line that reads “DCCA FILE #” it is blank and on the line that reads “COGS, Hawaii Department of Commerce and Consumer Affairs” below that it is also blank but the HCE compliance verification reads “Compliant”, shall provide a DCCA Certificate of Good Standing when providing signed contract documents to the STATE or as requested by the STATE.
22. In accordance with Act 69, SLH 2010, Chapter 103F, HRS, was amended effective April 29, 2010 by adding a new section as follows:  
 “103F-\_\_\_ Proposals and awards. a) No contract proposals shall be accepted from any applicant who lacks any license necessary to conduct the business being sought by the request for proposals.  
 b) Proposals submitted under this chapter shall include all costs, fees, and taxes, and any award or contract shall be for the amount of the proposal. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance premium, or general excise tax rebates to or waivers for an applicant or bidder.”
23. In accordance with 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 funds, all PROVIDERS receiving federal funds, including, but not limited to, state and local governments and recipients of federal research grants, shall clearly state:
  - a. The total amount of the federal funds for the program or project.
  - b. The percentage of the total costs of the program or project to be financed with federal funds.
  - c. The total amount and percentage of the total costs of the program or project to be financed by non-governmental sources.
24. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** Any SUBCONTRACTOR (also known as a lower tier participant under federal regulations) under this Contract and any subsequent Supplemental Agreements, as applicable, may be asked to sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions stating that neither the SUBCONTRACTOR nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or any subsequent Supplemental Agreements, as applicable, by any federal department or agency. If a SUBCONTRACTOR is unable to certify this, an explanation shall be included in the Contract and any subsequent Supplemental Agreements, as applicable.

25. **Certification Regarding Lobbying.** The PROVIDER and any SUBCONTRACTORS shall sign and submit to the STATE the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
26. **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 SUBCONTRACTORS assure that no person shall, on the grounds 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 Contract and any subsequent Supplemental Agreements, as applicable.
  - 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 SUBCONTRACTORS hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
  - 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 SUBCONTRACTORS hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
  - 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 Attachment 1, Scope of Services, of this Contract, and Attachment S1, Scope of Services, of any subsequent Supplemental Agreements, as applicable, 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 Contract and any subsequent Supplemental Agreements, as applicable.
  - e. **Language Access Services.** In accordance with the State of Hawaii and federal laws, the PROVIDER shall ensure access, delivery, and documentation of Language Assistance Services, including interpreter services, to clients with Limited English Proficiency (LEP). The PROVIDER shall develop and maintain procedures that specify how Language Assistance Services shall be delivered by the PROVIDER. The PROVIDER:

- 1) Shall offer Language Assistance Services to all clients at no cost to the client and document the offer as well as whether the client declined or accepted the services. The PROVIDER may use either the DHS Form, “DHS 5000 – Offer of Acceptance or Waiver of Free Interpreter Services”, or the PROVIDER’S own version of the Form consisting of the contents of the Form with the PROVIDER’S own agency identified on it (refer to the DHS website at <http://humanservices.hawaii.gov/civil-rights-corner/> for the Form).
  - 2) Shall maintain the signed Form in the client’s file.
  - 3) Is prohibited from requiring clients to bring their own interpreters with them to orientation sessions, interviews, or other appointments.
  - 4) Is responsible for the cost of interpreters.
  - 5) Shall accommodate a multicultural referral base that speaks languages other than English including, but not limited to, Cantonese, Chuukese, Hawaiian, Ilocano, Japanese, Korean, Marshallese, Tagalog, Spanish, Thai, and Vietnamese.
  - 6) Shall submit a quarterly LEP Report on a form provided by the DHS that includes at a minimum:
    - a) The number of LEP clients who were offered Language Assistance Services and, from that number, how many declined or accepted the services.
    - b) The primary language spoken by each LEP client.
    - c) The type of Language Assistance Services provided.
    - d) The name of the interpreter and their agency, if applicable.
27. All recipients of State or Federal funds through the DHS shall be expected to conduct themselves in a manner that is respectful and courteous to others as well as to refrain from hostile and harassing behavior that might be considered offensive or discriminatory. Use of bias-free language shall be expected. Offensive gestures, e-mails, texts, photographs, screensavers, downloads, calendars, and other graphics shall be inappropriate in the workplace. The workplace and services areas shall be free from any and all discriminatory and offensive practices, including, but not limited to, the use of tobacco products and sprays and fragrances to which individuals could have allergic reactions.

The DHS prohibits conduct and behaviors that result in the creation of a hostile and/or abusive work environment as a result of any of the biases protected by law and prohibits retaliation against anyone who files a complaint or participates in the complaint process.

The DHS prohibits discrimination against any individual in recruitment, appointment, training, promotion, retention, discipline, or any other terms or conditions of a person’s employment, services, or status as an applicant for employment or services.

All service providers (sub-recipients) shall be responsible for creating and maintaining a work environment that is free of all discriminatory practices including harassment, bullying, and/or retaliation for having filed a complaint.

28. **Environmental Tobacco Smoke.** The PROVIDER shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This Act requires that smoking not be permitted in any portion of any indoor facility owned, 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, 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 shall be included in any sub awards which contain provisions for 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 \$1,000.00 per day.

# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or shall be paid by, or on behalf of, the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards to all tiers (including subcontracts, subgrants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

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Signature

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Title

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Organization

STATE OF HAWAII

DEPARTMENT OF HUMAN SERVICES

## OFFER AND ACCEPTANCE OR WAIVER OF FREE INTERPRETER SERVICES

Case Name: \_\_\_\_\_ Case Number: \_\_\_\_\_

Interpreter Needed For: \_\_\_\_\_  
(Name)

Worker: \_\_\_\_\_ Unit: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

The Department of Human Services (DHS) has offered an interpreter at no cost to me, if English is not my primary language.

<p>1. ENGLISH is my primary language: _____</p>	<p style="text-align: center;"><input type="checkbox"/> YES*                      <input type="checkbox"/> NO</p> <p style="text-align: center;">*Sign and date below.</p>
<p>2. <input type="checkbox"/> I do not need an interpreter. If you do not need an interpreter go to part 4 and sign below:</p> <p><input type="checkbox"/> I need an interpreter for the following language: _____</p> <p><input type="checkbox"/> If you need an interpreter, go to part 3, and check the box that applies to you.</p>	
<p>3. <input type="checkbox"/> I want DHS to provide an interpreter at no cost to me.</p> <p><input type="checkbox"/> I do not want an interpreter provided by DHS, and I will provide my own.</p> <ul style="list-style-type: none"> <li>• I understand that DHS may secure an independent interpreter to observe my interpreter to ensure the accuracy of the communications.</li> <li>• I understand that the use of family or friends as interpreters may not be the most effective way to help me access the benefits and services that DHS provides.</li> <li>• I understand that DHS does not recommend the use of family members or friends as interpreters and prohibits the use of minors (no one under age 18) as interpreters.</li> <li>• I understand that if I do not want interpreter services at this time, I have the right to change my mind in the future and have DHS provide free interpreter services at that time or bring an interpreter of my choice.</li> </ul>	
<p>4. I have read and understand the information on this form. If I have questions or concerns, I can contact the worker listed above.</p>	
<p>Print Name: _____ Phone: _____</p> <p>Signature: _____ Date: _____</p>	

## **ATTACHMENT G**

### **Administrative Assurances**

This form should be printed then completed and included in the Proposal Application.

## ADMINISTRATIVE ASSURANCES

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

### 1. Staff Development

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

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

### 2. Supervision

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

### 3. Criminal History Record and Protective Services Central Registry Checks

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

### 4. Coordination of Services

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

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

### 5. Quality Assurance & Program Evaluation

There shall be a written quality assurance plan that addresses:

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

### 6. Documentation of Utilization

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

### 7. Minimal English and Physical Limitations

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

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

---

SIGNATURE

---

DATE

---

TYPE OR PRINT NAME

---

TITLE

---

AGENCY



# **ATTACHMENT H**

## **Sample Program and Fiscal Forms**

## **SAMPLE QUARTERLY ACTIVITY REPORT**

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

Reporting Quarter:                      1<sup>st</sup>                      2<sup>nd</sup>                      3<sup>rd</sup>                      4<sup>th</sup>                      Fiscal Year:                      FY 2020

Provider:                      \_\_\_\_\_                      Contract No.:                      \_\_\_\_\_

Program Name:                      \_\_\_\_\_

**I. SERVICES PURCHASED:**

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

**II. PEOPLE NOT SERVED:**

1. How many people were not served (turned away) due to lack of available space this quarter?  
\_\_\_\_\_
2. How many people remained waiting (on waiting list) to be served at the end of this quarter?  
\_\_\_\_\_

**III. PEOPLE TO BE SERVED:**

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

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

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

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

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

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

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

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

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

- VII. **PROBLEMS ENCOUNTERED DURING QUARTER AND CORRECTIVE ACTION TAKEN**  
(Use additional sheets, if necessary.)
- VIII. **STAFF CHANGES DURING QUARTER** (Attach Quarterly Staffing Changes (Form OSC 1))
- IX. **PLANS FOR NEXT QUARTER**  
(Plans include anything new that the Provider will incorporate into the program. Use additional sheets, if necessary).

Report prepared/submitted by:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

**SAMPLE QUARTERLY STAFFING  
CHANGES**

Attach a copy to the Quarterly Activity Report

1) Fiscal Year: <u>FY 2020</u>	2) Quarter: <u>    </u> 1 <sup>st</sup> <u>    </u> 2 <sup>nd</sup> <u>    </u> 3 <sup>rd</sup> <u>    </u> 4 <sup>th</sup>
3) Provider Name:	
4) Program Name:	
5) Funding Dept:	6) Contract #:

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

**SAMPLE MONTHLY CLIENT ELIGIBILITY LIST**

Fiscal Year:  
Report Period (Month):  
Contract No.:  
Provider/Agency Name:

Client name or client #	Referral source	Service start date	Service end date	Service activity type	Staff position providing the service	# of hours delivered for the period	Total cumulative hours delivered year-to-date

**SAMPLE DHS 210****REPORT OF EXPENDITURES**

Provider:

Contract No.:

Reporting Period Covered:

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

DHS/SSD 210 1/20/00

PLEASE SUBMIT ORIGINAL

POS

# Sample DHS Form 210A

Provider: \_\_\_\_\_

Contract  
No.: \_\_\_\_\_

Reporting Period Covered:

POSITION NUMBER	EMPLOYEE NAME	POSITION TITLE	FULL TIME MO. SALARY	FULL TIME EQUIV. (FTE)	% OF TIME CHARGED TO CONTRACT	SALARY CHARGED TO CONTRACT (YEAR-TO- DATE)	TOTAL CONTRACT BUDGET (7/1/16 to 6/30/17)
(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
TOTAL PERSONNEL COST - SALARIES & WAGES							
For Official Use Only   _____ Signature of Program Reviewer  _____ Signature of Fiscal Reviewer			DECLARATION: I declare that this report, including any accompanying schedules or statements has been examined by me and to the best of my knowledge and belief is a true, correct and complete report, made in good faith, for the reporting period(s) stated.  Report Prepared By:				
			_____ Name (please type or print)				
			_____ Signature of Provider's Authorized Official				
			_____ Title (please type or print)				



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

**SAMPLE INVOICE**

Agency Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

DHS Contract Number: \_\_\_\_\_

Annual Contract Amount: \_\_\_\_\_

Amount of Payment Requesting: \_\_\_\_\_

Fiscal year: FY 2020

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

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

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

**DHS USE ONLY:**

Approved for Payment: \_\_\_\_\_ Yes \_\_\_\_\_ No

By: \_\_\_\_\_ Date: \_\_\_\_\_

Program Specialist

REPORTING PERIOD \$FY:

CONTRACT NO:

SERVICE PROVIDER

LANGUAGE	TYPE OF LANGUAGE SERVICE PROVIDED				SERVICE PROVIDER TYPE						EXPENDITURES						TOTAL LEP EXPENDITURES \$0.00	
	TOTAL LEP #	Face-to-Face Interpreter	Sight Translation	Written Translation	Telephone Interpreter	Bilingual Staff	Community Volunteer	Staff Volunteer	Interpreter Via Agency	Professional Interpreter	Client # provided	Face-to-Face Interpreter	Sight Translation	Written Translation	Telephone Interpreter	Sign Language		Other (Identify)
Cantonese	0																	
Chulokese																		
Hawaiian																		
Ichiano																		
Japanese																		
Korean																		
Korean																		
Korean																		
Mandarin																		
Marshallese																		
Portuguese																		
Samoan																		
Spanish																		
Tagalog																		
Thai																		
Tongan																		
Vietnamese																		
Visayan (Cebuano)																		
Sign Language-Hearing Impaired																		
Other - Somali																		
Other - (Identify)																		
Other - (Identify)																		

client provided interpreter must be identified in client's case record.

\*Sight translation = interpreter translated document immediately

\*\*Written translation = document translated - does not need to be related to specific client

INSTRUCTIONS: Please report each encounter separately; If an interpreter was requested for two days report each day as a separate encounter.  
An INTERPRETER deals with verbal communication; a TRANSLATOR deals with written communication/documents.

Summary of Language Access Services Provided:		QTR	YTD
A. # of LEP clients who were offered Language Assistance Services (LAS).			
B. # of LEP clients offered LAS and declined services.			
C. # of LEP clients offered LAS and received LAS.			
Interpreter Information for this Quarter:			
Name of interpreter:	Language provided:		Agency or relationship