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:

FAMILY WRAP HAWAII- Oahu & Hawaii RFP SSD-19-POS-9700

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

As of August 9, 2019, interested parties may review the RFP posted on the State Procurement Office website at 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 by 4:30 p.m. HST on Friday, August 16, 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: Thursday, August 29, 2019
Time: 1:30 p.m. to 3:00 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 Friday, September 13, 2019. Please direct written submissions to Ms. Gamboa by email to 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-9700

Family Wrap Hawaii-

Oahu and Hawaii

RFP Posting Date: 8/9/2019

RFP Proposal Submission Deadline: 10/18/2019, 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

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 Family Wrap Hawaii. The attached Request for Proposals (RFP) SSD-19-POS-9700 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 August 29, 2019, 1:30 p.m. - 3 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 cgamboa@dhs.hawaii.gov.

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

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

PROPOSAL SUBMISSION INFORMATION SHEET

PROPOSAL SUBMISSION DEADLINE: 10/18/2019, 4:30 P.M., HAWAII STANDARD TIME.

PLEASE READ CAREFULLY AS THIS PROPOSAL SUBMISSION INFORMATION HAS BEEN REVISED FROM PREVIOUS RFPs.

THE APPLICANT IS **REQUIRED** TO SUBMIT:

- 1. Printed copies of the proposal (one (1) original <u>AND</u> 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
- 2. 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 printed <u>and</u> electronic copies of the proposal are not received as described <u>or</u> not received by the specified date and time, the proposal submission shall be considered incomplete or late and <u>SHALL</u> <u>NOT BE ACCEPTED</u> 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 the proposal 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 PDFs shall be identified with the RFP number (as abbreviated in 3., a. 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 in 3., b. in the following example):
 - 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: cgamboa@dhs.hawaii.gov

PLEASE BE ADVISED:

1. Proposal submissions attempted after 10/18/2019, 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 10/18/2019, 4:30 p.m., Hawaii Standard Time (HST), but received after 10/18/2019, 4:30 p.m., Hawaii Standard Time (HST), SHALL NOT be accepted.
- 3. The Applicant is **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.

<u>PLEASE NOTE</u>: 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	
1.2	Website Reference	
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	
	D. Hawaii Compliance Express (HCE)	
	E. Wages Law Compliance	
	F. Campaign Contributions by State and County Providers/Contractors	
	G. Confidential Information	
	H. Proposal Submission	1-7
1.10	Discussion with the Applicant	
	A. Prior to the proposal submittal deadline	
	B. After the proposal submittal deadline	
1.11	Opening of Proposals	
1.12	Additional Materials and Documentation	
1.13	RFP Amendments	1-8
1.14	Final Revised Proposals	
1.15	Cancellation of Request for Proposal	
1.16	Costs for Proposal Preparation	
1.17	Provider Participation in Planning	
1.18	Rejection of Proposals	
1.19	Notice of Award	
1.20	Protests	
1.21	Availability of Funds	
1.22	General and Special Conditions of Contract	
1.23	Cost Principles.	
a 49	•	
Secti	ion 2 Service Specifications	
2.1 In	ntroduction	
	A. Overview and Purpose	
	B. Planning Activities Conducted in Preparation for this RFP	
	C. Service Goals	
	D. Target Population to be Served	
	E. Geographic Coverage of Service	2-3

220	F. Period of Availability, Probable Funding Amounts, and Sources	∠-2
\	Contract Monitoring and Evaluation	
	A. Quality of Care/Quality of Services	
	B. Output Measures	
	C. Performance/Outcome Measures	
	D. Financial Management	
	E. Administrative/Management Requirements	
230	General Requirements	
2.5	A. Specific Qualifications or Requirements	
	B. Secondary Purchaser Participation	
	C. Multiple or Alternate Proposals	
	D. Single or Multiple Contracts to be Awarded	
	E. Single or Multi-Term Contracts to be Awarded	
2.40	F. Subcontracting	
2.4 S	Scope of Work	
	A. Service Delivery	
	B. Service Activities	
	C. Administrative/Management Requirements	
	D. Facilities	
2.5 C	Compensation and Method of Payment	
	A. Units of Service	2-23
	B. Method of Compensation and Payment	2-23
Perfo	ormance Measurement Forms A, B, and C	2-24
Sect	tion 3 Proposal Application Instructions	
Gono	eral Instructions for Completing the Proposal Application	2 1
3.1	Program Overview	۱-د
-		
2		3-2
3.2	Experience and Ability	3-2 3-2
3.2	Experience and AbilityA. Experience	3-2 3-2 3-2
3.2	Experience and Ability A. Experience B. Ability	3-2 3-2 3-2
	Experience and Ability A. Experience B. Ability C. Facilities	3-2 3-2 3-2 3-3
3.2	Experience and Ability	3-2 3-2 3-2 3-3
	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing	3-2 3-2 3-2 3-3 3-3
3.3	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization	3-23-23-23-33-33-3
	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization Service Delivery	
3.3	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization	
3.3	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization Service Delivery	3-23-23-23-33-33-33-53-5
3.3	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization Service Delivery A. Direct Service Plan Provision	
3.3	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization Service Delivery A. Direct Service Plan Provision B. Coordination of Services C. Performance Measurement Forms A, B, and C	3-23-23-23-33-33-33-53-63-6
3.3	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization Service Delivery A. Direct Service Plan Provision B. Coordination of Services C. Performance Measurement Forms A, B, and C D. Quality Assurance and Evaluation	
3.3	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization Service Delivery A. Direct Service Plan Provision B. Coordination of Services C. Performance Measurement Forms A, B, and C D. Quality Assurance and Evaluation E. Dispute/Conflict Resolution Procedures	
3.3	Experience and Ability A. Experience B. Ability C. Facilities Staffing and Project Organization A. Staffing B. Project Organization Service Delivery A. Direct Service Plan Provision B. Coordination of Services C. Performance Measurement Forms A, B, and C D. Quality Assurance and Evaluation E. Dispute/Conflict Resolution Procedures Financial	3-23-23-23-33-33-33-53-53-73-7
3.3	Experience and Ability	
3.3 3.4 3.5	Experience and Ability	3-23-23-23-33-33-33-53-73-73-73-7
3.3	Experience and Ability	3-23-23-23-23-33-33-53-53-73-73-73-73-7

B. Spe	cial Conditions, page 5 and Certification Regarding Lobbying	3-9
C. Adı	ninistrative Assurances	3-9
D. Hav	vaii Compliance Express	3-10
Section 4 Pi	roposal Evaluation	
4.1 Introduc	ction	4-1
4.2 Evaluat	ion Process	4-1
	luation Committee	
	posal Rating Worksheet	
	Evaluation of the Proposals Shall be Conducted in Three Phases	
	luation Categories/Maximum Possible Points	
	ion Criteria	
	se 1: Evaluation of Proposal Requirements	
	se 2: Evaluation of Proposal Application	
C. Pha	se 3: Notice of Award or Non-Award of a Contract	4-10
Section 5 A	ttachments	
Attachment A	Proposal Application Identification Form (SPO-H-200)	5-1
Attachment B	Proposal Application Checklist	
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	
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

Scheduled Date

Section 1 Administrative Overview

The Applicant is highly encouraged to <u>read each section of the RFP thoroughly</u>. 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

<u>Note</u>: 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.

Activity

Public notice announcing Request for Proposals (RFP)	8/9/2019
Distribution of RFP	8/9/2019
RFP Orientation	8/29/2019; 1:30 p.m 3 p.m., HST
Applicants' submission of written questions for written responses	
deadline	9/6/2019 4:30 p.m., HST
State purchasing agency's response to Applicants' written questions	
deadline	9/13/2019
Discussions with Applicants prior to proposal submission (optional)	As needed
Proposal submission deadline	10/18/2019; 4:30
	p.m., HST
Discussions with Applicants after proposal submission (optional)	As needed
Final revised proposals deadline (optional)	As needed
Proposal evaluation period	10/21/2019 - 10/4/2019
Provider selection	11/5/2019
Statement of Findings and Decision (Notice of Award)	11/6/2019
Contract start date	1/1/2020

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)	https://hands.ehawaii.gov/hands/opportunities
2	Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	http://spo.hawaii.gov/references/hrs/ and http://spo.hawaii.gov/references/har/hhs/
3	Cost Principles	http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/
4	Forms	http://spo.hawaii.gov/all-forms/
5	Protest Procedures/Forms	http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/

Non-SPO websites

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

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

1.5 Contracting Office

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

Department of Human Services Social Services Division Purchase of Services Unit 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: cgamboa@dhs.hawaii.gov

1.7 Orientation

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

Date: August 29, 2019

Time: 1:30 p.m. - 3 p.m.

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

The Applicants' submission of written questions deadline is 9/6/2019, 4:30 p.m., Hawaii Standard Time.

The State purchasing agency's response to the Applicants' written questions deadline is 10/4/2019.

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 <u>and</u> 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 10/18/2019 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 <u>only</u> 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)
В.	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 83-141-202)

inadequate accounting system

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 nonaward of a contract upon completion of the evaluation of all proposals. The Statement shall provide information regarding only the individual Applicant, not all of the Applicants, as well as the name of the Applicant that the contract was awarded to.

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

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

1.20 Protests

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

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

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

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

1.21 Availability of Funds

Honolulu, Hawaii 96813

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

1.22 General and Special Conditions of Contract

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

1.23 Cost Principles

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

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

Section 2 Service Specifications

Section 2 Service Specifications

2.1 Introduction

A. Overview and purpose

The Department of Human Services (DHS), Child Welfare Services Branch (CWSB) strives to safely maintain children in their family homes and within their communities. Families may need support and resources for their children through multiple agencies. This can sometimes be a difficult journey for families to receive the services they need for themselves and their children. CWSB seeks to support families in coordination and partnership with other agencies and community resources to promote positive family outcomes, prevent removal, and reduce time in foster care through Family Wrap Hawaii.

The Department of Human Services is seeking proposals from qualified entities to provide the family engagement and support, family team facilitation and coordination functions for utilizing high fidelity Wraparound planning processes.

The ultimate goal of Family Wrap Hawaii is to keep youth with their birth families, reunify with birth family, or permanency with caregivers by providing individual, intensive, comprehensive, integrated and creative treatment, intervention, and support services.

The Family Wrap Hawaii model of service provision begins with a shared vision developed with the family. This is supported by a family-centered, strength-based, needs-driven planning process through which the youth and the family's service needs are identified. Parents and youth actively participate in identifying their strengths and needs, and are viewed as full partners throughout the entire process. Individualized services, supports, and interventions are identified to meet the family's needs.

This wraparound process involves a paradigm shift away from traditional service delivery systems, which are professionally driven and focus on family deficits rather than strengths. As the needs of the youth and family change, the services must be changed along with them. Service provision and intervention must work towards being creative and flexible to support the family's unique needs. Commitment and support are unconditional and the youth and family are not denied support when problems are encountered.

The Ten Principles of the Wraparound Process are:

1. **Family voice and choice**. Family and child /youth perspectives are intentionally elicited and prioritized during all phases of the wraparound process. Planning is grounded in family members' perspective, and the team strives to proved options and choices such that the plan reflects family values and preferences.

- 2. **Team based**. The wraparound consist of individuals agreed upon by the family and committed to them through informal, formal, and community support and service relationships.
- 3. **Natural supports**. The team actively seeks out and encourages the full participation of team members drawn from family members' networks of interpersonal and community relationships. The wraparound plan reflects activities and interventions that draw on sources of natural support.
- 4. **Collaboration**. Team members work cooperatively and share responsibility for developing, implementing, monitoring, and evaluating a single wraparound plan. The plan reflects a blending of team members' perspectives, mandates, and resources. The plan guides and coordinates each team member's work towards meeting the team's goal.
- 5. **Community-based**. The wraparound team implements service and support strategies that take place in the most inclusive, most responsive, most accessible, and least restrictive settings possible; and that safely promote child and family integration into home and community life.
- 6. **Culturally competent**. The wraparound process demonstrates respect for and builds on the values, preferences, beliefs, culture, and identity of the child and family, and their community.
- 7. **Individualized**. To achieve the goals laid out in the wraparound plan, the team develops and implements a customized set of strategies, support, and services.
- 8. **Strengths based**. The wraparound process and the wraparound plan identify, build on, and enhance the capabilities, knowledge, skills and assets of the child and family, their community, and other team members.
- 9. **Persistence**. Despite challenges, the team persists in working toward the goals included in the wraparound plan until the team reaches agreement that a formal wraparound process is no longer required.
- 10. **Outcome based**. The team ties the goals and strategies of the wraparound plan to observable or measurable indicators of success, monitors progress in terms of these indicators, and revises the plan accordingly.

The program/project must be supported by evidence-based, evidence-informed, and promising practices to provide appropriate services to meet the needs of the target population.

B. Planning activities conducted in preparation for this RFP

_	X	foundations, etc.) on funding terms and conditions.
		Information from <u>other state agencies</u> on services to the same target group.
	X	Views of service <u>recipients and community advocacy groups</u> on conditions affecting achievement of desired goals.
_	X	Views of <u>Provider organizations</u> on how to improve service specifications; a request for information (RFI) process may have been used for this purpose.
_	X	Information from POS monitoring and other <u>reports</u> for current contracts.
	X	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 April 3, 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.

C. Service goals

The goals and outcomes of the Family Wrap Hawaii process in the Title IV-E demonstration are:

Goals:

- 1. Engage and partner with the family;
- 2. Utilize a family centered, strength-based, needs-driven planning processes to create individualized services and support for youth and their families;
- 3. Promote improved collaboration and service provision with agencies and individuals that support the family; and
- 4. Develop a team that is able to sustain the process with families when formal Family Wrap Hawaii ends.

2-3

Outcomes:

- 1. Prevent entry into foster care;
- 2. Reduce the child length of time in foster care;
- 3. Achieve permanency through reunification;
- 4. Prevent (or reduce) the number of re-entries into foster care;
- 5. Increase placement stability;
- 6. Improve the well-being for child (e.g., behavioral and emotional functioning, social functioning, school attendance, physical health and development, mental health);
- 7. Support the child in the least restrictive setting;
- 8. Sustain and develop protective factors with the family;
- 9. Increase creative solutions and access to services and supports to address the needs of families;
- 10. Prevent adoption and guardianship disruptions; and improve agency collaboration to support the shared vision.

D. Target population to be served

Children referred by Department of Human Services/Child Welfare Services (DHS/CWS) on the islands of Oahu and Hawaii Island. Services may be expanded to other islands based on ability of funding and capacity of the provider.

Goal of sixty families will be served with the Family Wrap Hawaii services.

The priority population of children who will be referred for Family Wrap Hawaii services will meet all of the following criteria:

- 1. The child has been in foster care or is at risk of entering foster care;
- 2. The child is involved with or in need of services from two (2) or more agencies;
- 3. The child and/or the family's needs are not being met through the current service provision and array, which is a barrier to achieving permanency.
- 4. The child and the parent(s)/guardians/prospective permanent caregivers are willing to participate in the Family Wrap Hawaii process.

In addition to the above criteria, higher priority may be given to children who:

- have or continue to run away;
- have more than 3 placements in the last year or time in care;
- are or have been suicidal:
- are at risk for institutionalization;
- are using substances;
- are or at risk of being trafficked; and/or
- are or at risk for being arrested/detained.

In addition to CWS involvement, the agencies that the children may be involved with include, but are not limited to:

- Department of Education (DOE);
- Department of Health (DOH) Child and Adolescent Mental Health Division (CAMHD):
- DOH Developmental Disabilities Division (DDD);
- Department of Health Special Health Needs Branch;
- Office of Youth Services (OYS); and/or
- The Judiciary.

Families will exit formal Family Wrap Hawaii when:

- 1. All of the following are met:
 - The child is no longer in foster care;
 - The Family Wrap transition plan has been implemented and is working;
 - The Family Wrap Partners are working together with the family to support the shared vision and plan; and
 - The Family Wrap Partners can continue to meet with the family in a collaborative manner without the formal facilitation, as needed; or
- 2. The family no longer chooses to participate in Wrap and the Family Wrap Hawaii process is not needed to achieve permanency.

E. Geographic coverage of service

O'ahu and Hawai'i Island: The Family Wrap Hawaii process is to be provided on the islands of O'ahu and Hawai'i Island. Assurance must be given that the full range of contracted services will be available throughout the geographic areas. Applicants must address any specific needs of each geographic areas.

Services may be expanded to other islands, based on the ability of funding and capacity of the provider.

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 \$600,000.00 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 in the 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, Tile 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, 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.

B. Secondary purchaser participat (Refer to HAR §3-143-608)				
	After-the-fact secondary purchases shall be allowed.			
	Planned secondary	Planned secondary purchases shall not be allowed.		
С.	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 contract shall be awarded.			
Е.	Single or multi-term contracts to be awarded (Refer to HAR §3-149-302)			
	Single term (2 y	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 <u>all</u> 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 and be evidence-based, evidence-informed, and promising practices whenever possible and appropriate. Services

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

B. Service Activities

Definitions:

Family Wrap Hawaii - A planning process that is family-centered, strengths-based, needs-driven that is guided by the shared vision developed with the family.

<u>Family Wrap Meetings</u> - Facilitated Family Wrap Hawaii meetings with the Family Wrap Partners to develop, review, and revise the Family Wrap Plan and Transition Plan. Meetings are held monthly or more/less frequently as needed, depending on the needs of the youth/family.

<u>Family Wrap Partners</u> - Comprised of the parents, child(ren), others who may be in the household i.e. extended family, Facilitator, Community Navigation, Parent Support, Youth Support, and all other Family Wrap Partners that come together to work towards the shared vision for the family. Family Wrap Partners may include government and community agency individuals who are or will be working with the family to help implement the shared vision.

<u>Family Wrap Plan</u> - A written plan that is creative, strength-based and integrated community plan created by the Family Wrap Partners that focuses services/interventions on the identified needs of the family and child(ren). The Family Wrap Plan will include notes and identified tasks and activities that may require follow up by Family Wrap Partners prior to the next scheduled meeting.

<u>Family Wrap Transition Plan</u> - A written plan that supports the family and child(ren) to maintain the progress of the Family Wrap Plan when formal Family Wrap Hawaii ends. The Family Wrap Transition Plan will identify who will continue to support the family and child(ren), frequency, and role including convening and facilitating meetings as necessary.

- 1. Family Wrap Hawaii is a planning process that includes engagement and team development, plan development, plan implementation, and transition planning.
 - a. The PROVIDER shall provide family engagement/partnership, facilitation, recording, community navigation and agency follow-up, parent support, and youth support to develop a shared vision with the family and plan utilizing the Family Wrap Hawaii process.
 - b. The PROVIDER shall support family engagement/partnership to facilitate Family Wrap Meetings that incorporate the ten (10) principles of Wraparound to develop a shared vision with the family and a planning process that incorporates the following:
 - 1) Families as full partners with access, voice, and ownership at all levels of planning and implementation;
 - 2) Obtain an interpreter as needed for the family;

- 3) Obtain cultural consultation as needed for the family;
- 4) Strengths defined from first conversation;
- 5) Mechanisms and structures to support parent advocacy and leadership;
- 6) Unique child and family teams (individualized participants based on child and family);
- 7) Strengths-based, needs-driven planning;
- 8) Culturally relevant services tailored to family culture, values, norms, strengths, and preferences;
- 9) Life domains, such as: family living situation, educational/vocational, social/recreational, psychological/emotional, medical, legal, and safety;
- 10) Perseverance in support and assistance to families;
- 11) Care and services provided in the context of home and community; and
- 12) Commitment to permanence.
- c. The PROVIDER shall receive and respond to referrals and schedule, and hold initial and ongoing Family Wrap Meetings in a timely manner.
 - 1) Accept referrals from Child Welfare Services (CWS).
 - 2) Contact referring CWS worker or supervisor, as needed.
 - 3) Make initial phone contact with family within 24 hours of referral.
 - 4) Engage and inform the family about the process.
 - 5) Make timely initial face-to-face contact with the child and family based on the needs of the youth/family, as defined by the referring party and discussion with the family (within 24 hours to 14 calendar days).
 - 6) Obtain the signed consent forms for the child and parents/guardians, as appropriate.
 - 7) Contact all Family Wrap Partners within five (5) business days to schedule the first Family Wrap Meeting.
 - 8) Engage and inform the Family Wrap Partners about the process.
 - 9) Facilitate the first Family Wrap Meeting within thirty (30) calendar days of consent form signature by parents.
 - 10) Be available to schedule the first Family Wrap Meeting or other meetings more quickly as urgent needs arise.
 - 11) Schedule Family Wrap Meetings at times that accommodate the family's and other Family Wrap Partners' schedules.
 - 12) Schedule Family Wrap Meetings in the family's home, community, school, etc., that accommodate the family's and other Family Wrap Partners' preference and availability. The

PROVIDER shall have a (meeting) room available, when needed.

- d. The PROVIDER shall facilitate the Family Wrap Hawaii planning process to develop a Family Wrap Plan which address areas including:
 - Intensive engagement services including assessment, crisis stabilization, safety planning, respite care, resource needs to transition the youth back into the home or lesser restrictive setting, and/or maintaining a successful outcome;
 - 2) Intensive coordination leading the family to healthy functioning and mental health, and self-sufficiency;
 - 3) Service interventions that reflect requirements for referring and partner agencies;
 - 4) Formal support and services (home-based and community-based, provided by professionals and non-professionals) to address identified needs to the family;
 - 5) Helping families to develop, coordinate, and identify informal supports and services;
 - 6) Ensuring youth and families have the knowledge, skills, and abilities to access services and supports, after the Family Wrap Meetings end.
- e. The PROVIDER shall write up the plan and follow-up with the family, partners, and other community agencies/individuals on activities, services, supports, and interventions identified including:
 - 1) Assist the Family Wrap Partners to develop the initial Family Wrap Plan within 60 days of the consent form signature.
 - 2) Provide a copy of the initial and revised Family Wrap Plan with notes, and identify tasks/activities to each participant in the Family Wrap Meeting within two (2) calendar weeks after each Family Wrap Meeting date, or less if the meetings are scheduled less that two weeks from the prior meeting day.
 - 3) Contact all Family Wrap Partners with identified tasks/activities within seven (7) business days prior to the next scheduled Family Wrap Meeting to support follow-up, and to include information at the next Family Wrap meeting.
 - 4) Ensure follow through with tasks/activities identified by the planning process for the Facilitator, Community Navigator, Parent Support, and Youth Support.
- f. The PROVIDER shall assist the family and Family Wrap Partners to develop a Family Wrap Transition Plan to support the family

and planning process when formal Family Wrap Meetings end. This shall include:

- 1) A crisis plan for the family to access appropriate Family Wrap Partners in the event of escalating needs or a change in the plan;
- 2) A network of formal and informal supports for the child and family;
- 3) A plan, training, and assistance for the Family Wrap Partners to continue to support the family in a coordinative, family driven manner:
- 4) Consultation, when needed, to support ongoing collaborative planning.
- g. The PROVIDER shall administer flexible funding for the family to achieve a specific outcome as identified in the Family Wrap Plan. Funding is limited and shall only be administered when no other resource is available. The Family Wrap Participants shall provide input on resources to achieve the specific outcome.
- h. The PROVIDER shall contact the Department when there are barriers to implementing the Family Wrap Plan to identify solutions and receive consultation.
- i. The PROVIDER shall provide and coordinate training on Family Wrap Hawaii and the Wraparound model to community and government agencies and individuals initially as part of implementation and annually thereafter. Training and information shall be provided individually to those who will participate in Family Wrap Hawaii meetings as well as to broader groups. The PROVIDER shall coordinate and acquire feedback on training topics and opportunities in consultation with the Department and other applicable agencies/individuals. The PROVIDER shall also work with the DEPARTMENT to coordinate and expend available funds for ongoing training opportunities.
- j. The PROVIDER shall provide or subcontract services to facilitate the Coordinating Committee meetings on a quarterly basis or more frequently as needed and the direction and request of the Department.

2. Specific Activities

a. **Facilitation**

The <u>Facilitator</u> is responsible to engage the family members and facilitate the meeting in partnership with the Community/Cultural Navigator, Parent Supports, and Youth Supports. The facilitator is responsible for all aspects of the initial Family Wrap Hawaii planning process with the family. The Facilitator shall engage parents and youth/children, in a respectful and strength-based manner.

The facilitator will also be responsible for the initial introduction to the Family Wrap Hawaii model and early stabilization and support responses for families, until the first Family Wrap Meeting is held where a Wrap Plan that includes a safety response is set in place. The facilitator will be assigned to facilitate Family Wrap Meetings composed of individuals, including family members, service providers, and others invited by the families

The facilitator will guide the Family Wrap Partners to formulate a creative, strength-based and integrated community plan that focuses services/interventions that may help address the identified needs of the family. This may include non-governmental supports that are community and culturally based.

In addition to facilitation, the Family Wrap Meetings shall include note taking, summarization, a written document of the tasks and activities to be completed by each Wrap partner, and the written plan.

Additional duties for the Facilitator include, but are not limited to the following tasks:

- Collaboratively work with State agencies, non-profit organizations, community leaders and other service providers to implement the Family Wrap Hawaii process and resolve differences that may arise;
- Respond and manage a crisis during initial plan development, and support the family's stability to engage in the Family Wrap Hawaii process;
- Respond to, develop and monitor a rapid response plan for families engaged in Family Wrap Hawaii as part of the family's plan;
- Assist when needed, in the quality improvement processes designed to improve outcomes for Family Wrap Hawaii, Family Wrap Partners and the Wraparound process, in general;

- The Facilitator will assure the quality implementation of the tasks, as well as the adherence of the Family Wrap Hawaii to Wraparound practices. They will assist the Family Wrap Partners by coaching new members on the process and procedures;
- Assist the Family Wrap Partners in making decisions by providing outcome data on the child and family, and how well the Family Wrap Plan is helping in accomplishing goals and objectives that have been set forth;
- Welcome and respond to concerns raised by families, as well as other Family Wrap Partner; and
- Help the Family Wrap Partners, which include how the child and parents respond and adapt to changing service, system and community environment.

b. Community Navigation

The <u>Community Navigator</u> will identify and coordinate with Family Wrap Partners and community resources, as appropriate, to meet the child and family's needs.

The Community Navigator will assist the child and family to be able to link with community resources/individuals to achieve a specified goal/outcome. They must have knowledge of the child and family's strengths and needs to connect to community resources/individuals that will support the child and family. The Community Navigator will help the child and family build relationships and connections with community individuals/resources and may serve as a support to help the community individuals/resources understand and support the child and family.

Additional duties for the Community Navigator include, but are not limited to the following:

- Develop and maintain strong partnerships with State agencies, community groups and other organizations to help attain resources to achieve successful outcomes for children and their families.
- Be responsible for providing guidance and support to the Family Wrap Partners and follow-up on tasks/activities that have been identified for the Community Navigator at the Family Wrap Meetings.

 Be a resource specialist and liaison to other agencies and organizations to improve access to services and supports for families.

 Provide guidance to parents, children, caregivers, family members, and team members to improve access to services and supports so that they are able to access resources in the future as needs arise.

Community Navigation may be available to families not involved in wraparound when appropriate and available based on the capacity of the provider.

c. Parent Support

<u>Parent Supports</u> provides peer-to-peer support to parents who participate in Family Wrap Meetings and choose to have this support. Parent Supports seek to understand the parents and family in the context of their culture, experiences, community, etc. Parent Supports help parents share their story and share their strengths and challenges in their own voice and words, and makes an effort to ensure that the parent voice is heard and understood by the Family Wrap Partners at all meetings. Parent Supports use a strengths-based framework to help the Family Wrap Partners identify unique strategies to support the family and achieve the shared vision. Parent Supports may also help the family connect to other parent support organizations and groups.

Parent Supports may be available to parents not involved in wraparound when appropriate and available based on the capacity of the provider.

d. Youth Support

Youth Supports provides peer-to-peer support to youth who participate in the Family Wrap Meetings and choose to have this support and assistance. Youth Supports helps the child participate in the Family Wrap Meetings to share their story, voice, and preference for service and support interventions/activities, as well as what has worked for them and what has been challenging. Youth Supports may be someone who knows the child and is already involved in the child's life.

Youth Supports may be available to youth not involved in wraparound when appropriate and available based on the capacity of the provider.

C. Administrative/Management requirements

1. Experience

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

1. 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, volunteers, and contracted personnel are at least 18 years old.
- b. All staff, volunteers, and contracted personnel providing direct services (e.g., contact with the family, assessments, IPPs, service coordination, and monitoring) shall have, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution. Staff shall also have a minimum of one (1) year of experience in providing relevant services to clients. Staff who do not meet the experience requirement may provide direct services only under the close supervision of personnel with, at minimum, a Bachelor's degree in social work, psychology, or a related field from an accredited institution and a minimum of two (2) years of experience in providing relevant services. Close supervision includes recommended actions and the review and approval of reports. Staff that complete the comprehensive assessment, service plan, service coordination, and monitoring (case management services) shall have, at a minimum, a Bachelor's degree.

c. All staff,-volunteers, 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.

- d. Staff who perform facilitation activities shall have the following:
 - 1) A 4-year college/Bachelors degree;
 - 2) Ability to engage parents and children in the Family Wrap Hawaii process;
 - 3) Ability to productively facilitate meetings and help the Family Wrap Partners generate strengths-based, creative options to support the child and family's needs;
 - 4) Ability to prevent and de-escalate contentious situations; and
 - 5) Ability to engage, educate, train government Family Wrap Partners on the Family Wrap Hawaii process.
- e. Individuals who perform Community Navigation activities shall have the following:
 - 1) A 4-year college/Bachelor's degree;
 - 2) Ability to identify, contact, network, and develop relationships with community individuals/agencies/groups to meet the child's and family's needs, including culturally-specific resources;
 - 3) Ability to build connections for children and parents with community individuals/agencies/groups;
 - Ability to engage and educate community individuals/agencies/ groups on the needs of the child and family to positively access and participate in resources; and
 - 5) Ability to help the family access other government agency and community resources.
- f. Individuals who perform Parent Support activities shall have the following:
 - 1) Experience assisting and advocating for parents;
 - 2) Ability to work with the family to understand their story, strengths, and challenges and serve as bridge to Family Wrap Partners and others;
 - 3) Ability to help the parents advocate for their family and child's needs.

- 4) Ability to partner and collaborate with Family Wrap Partners and others to implement the shared vision.
- 5) Minimum of a high school diploma or G.E.D. preferred.
- 6) Lived experience preferred.
- g. Individuals who perform Youth Partner activities shall have the following:
 - 1) Experience assisting and advocating for youth;
 - 2) Ability to work with the child to understand their story, strengths, and challenges and serve as bridge to Family Wrap Partners and others:
 - 3) Ability to help the child advocate for child's preferences for service and support interventions/activities.
 - 4) Ability to partner and collaborate with Family Wrap Partners and others to implement the shared vision.
 - 5) Minimum of a high school diploma or G.E.D. preferred.
 - 6) Lived experience preferred.
- h. All staff, volunteers, and contracted personnel shall have experience in working with families who are/were involved with the Child Welfare System and have experienced trauma and loss. Additionally, they shall have experience in working with domestic violence, substance abuse, and permanency issues.
- i. 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.
- j. Program supervision, including supervision of staff, volunteers, and contracted personnel, shall be provided by staff with 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 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.
- k. 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 <u>www.ecrim.ehawaii.gov/ahewa/</u> (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center) and search <u>www.nsopr.gov</u> (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, ongoing 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.

The provider must have a training plan for implementation that specifies how all applicable staff will be trained on an initial and ongoing basis to ensure services are provided in a manner that is consistent with Wraparound best practices/approaches. This training plan may include training, skill building, and coaching obtained from individuals skilled in the Wraparound process. The provider shall develop a plan to increase the knowledge, skills,

and abilities and increases sustainable capacity within the organization through a variety of methods including train the trainers, mentoring, and curriculum development and implementation. Based on best practice and resources available, the Provider's training plan may include attendance at credible trainings/conferences to increase the knowledge, skills, and abilities of staff who provide Wrapround facilitation, Community Navigations, Parent Supports, and Youth Supports. The training plan must include a sustainability plan in increase the knowledge, skills, and abilities of staff that provide services specified in this contact.

The training plan may also include provisions to identify and develop new staff to provide the services specified in this contract particularly in relation to parent and youth support services.

- 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 30th 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.
 - The annual Budget shall be due before the beginning of the upcoming fiscal years.
 The Expenditure Report shall be submitted by the 15th of the month following the reporting period.
- c. See Attachments, Section 5 of this RFP for samples of the program and fiscal reports.
- 8. Output and performance and outcome measurements
 - a. The Provider shall maintain the capacity to deliver services throughout the contract term as specified in the Performance Measurement Forms A, B, and C, Section 2 of this RFP.
 - b. The effectiveness of the Contract shall be evaluated according to the utilization of the services, the numbers of the various service activities provided, and the outcomes achieved.
 - c. Unless otherwise agreed to in writing, the number of 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.

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

A. Units of service

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

B. Method of compensation and payment

1. A monthly invoice shall be submitted in a format specified by the DHS. The invoice shall be submitted by the 15th of the month following the

reporting period. See Attachments, Section 5 of this RFP for a sample of the invoice.

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

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

- 2. The Provider shall not require any additional fees 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.

	ANNUAL GOAL FOR CONTRACT YEAR	
FORM A: PEOPLE TO BE SERVED	DHS' PROJECTED GOAL	APPLICANT'S PROJECTED GOAL
1. Total # of Referrals	75	
2. Total # of referrals served through Wrap Around meetings	60	

	ANNUAL GOAL FOR CONTRACT YEAR	
FORM B: SERVICE ACTIVITIES	DHS' PROJECTED GOAL	APPLICANT'S PROJECTED GOAL
1. Number of families that received Facilitation services:	60	
2. Number of parents that received a Parent Supports:	55	
Number of children that received a Youth Supports:	50	
4. Number of families that received Community Navigation services:	60	
5. Number of families that were contacted (initial by telephone) within 24 hours of the completed referral:	65	
6. Number of families that received flexible funding:	50	
7. Number of families who had a face to face meetings within 14 calendar days of initial contact:	60	
8. Number of families who had a Family Wrap Hawaii meetings within 30 days from the consent form signature date:	55	
9. Number of Family Wrap Hawaii Plans developed within 60 days of consent form signature date:	60	
10. Total Number of Family Wrap Meetings	540	
11. Number of trainings coordinated/provided to agency and community groups and number of participants:	10x per year	

	FORM C: OUTCOMES	ANNUAL GOAL FOR CONTRACT YEAR	
	FORM C: OUTCOMES	DHS' PROJECTED GOAL	APPLICANT'S PROJECTED GOAL
1.	% of parents who reported that they felt engaged in planning after starting the Family Wrap Hawaii process.	95%	
2.	% of parents who reported that the Family Wrap Meetings helped create a more individualized plan that lead to improved outcomes.	95%	
3.	% of children who reported that they felt engaged in planning after starting the Family Wrap Hawaii process.	90%	
4.	% of children who reported that the Family Wrap Meetings helped create a more individualized plan that lead to improved outcomes.	95%	
5.	% of children who achieved permanency a. Remain safely in the home b. Reunify with parents c. Plan or placed with prospective legal guardian d. Plan or placed with prospective adoptive parents	75%	
6.	% of families who achieved new community connections/relationships with the help of the Community Navigator.	95%	

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 <u>all</u> 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 <i>pages</i>)
•	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 (8 points)

A. Experience (2 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 <u>and</u> 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 (23 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.

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

2. Staff qualifications (3 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.

<u>Note</u>: 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 (14 points)

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

The Applicant has described its <u>plan</u> 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 <u>Organization-Wide Chart</u> showing where the proposed program fits within the Applicant's agency.
- b. A <u>Program Specific Chart</u> that details for <u>each</u> 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 <u>and</u> 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.

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

3.4 Service Delivery (62 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).

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

A. Direct Service Plan Provision (40 points)

- 1. The Applicant shall provide specific information about its 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. Information and referral.
 - c. Facilitation of the Wraparound Planning Process.
 - d. Community Navigation
 - e. Parent Support.
 - f. Youth Support.
 - g. Collaboration with other service providers.
 - h. Training & Community awareness.
 - i. Service transitions for clients 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 (9 points)

The Applicant shall describe a detailed plan for quality assurance, evaluation, <u>and</u> 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 (3 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 (7 points)

A. Pricing Structure: Proposed Budget (6 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.

<u>Note</u>: 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 <u>all</u> 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. <u>All budget forms shall be attached to the Application</u>.

SPO-H-205:	Budget
SPO-H-206A:	Personnel - Salaries and Wages
	Must include all scheduled pay raises.
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.

<u>Note</u>: 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. <u>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.</u>

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. <u>The signed copy shall be attached</u> to the Application.

D. Hawaii Compliance Express Certification

The Applicant shall print a copy of their <u>Hawaii Compliance Express</u> 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%

PROPOSAL MET THE REQUIREMENTS

70 points = 70%

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 <u>not</u> 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

D. Evaluation Categories Maximum Possible Points

Administrative Requirements Submitted/Not submitted – 0 points
Program Overview 0 points

Experience and Ability 8 points
Staffing and Project Organization 23 points
Service Delivery 62 points
Financial 7 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 (8 Points)

- a. Experience (2 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 <u>and</u> a brief description of the service. (1 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 (23 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 (8 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)

<u>Note</u>: If the Applicant proposed the use of subcontracting, the Applicant has included the above information for the proposed subcontracted staff.

2) Staff qualifications (3 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. (1 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)

<u>Note</u>: If the Applicant proposed the use of subcontracting, the Applicant has included the above information for the proposed subcontracted staff.

- b. Project Organization (15 points)
 - 1) Supervision and training (14 points)
 - a) The Applicant has described its <u>ability</u> to **supervise**, **train**, and provide administrative direction to staff relative to the delivery of the proposed services. (7 points)
 - b) The Applicant has described its <u>plan</u> to **supervise**, **train**, and provide administrative direction to staff relative to the delivery of the proposed services. (7 points)
 - 2) Organization charts and Position descriptions (1 point)
 - a) The Applicant has provided:
 - i) An <u>Organization-Wide Chart</u> showing where the proposed program fits within the Applicant's agency.

- ii) A <u>Program Specific Chart</u> that details for <u>each</u> 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.

<u>Note</u>: If the Applicant proposed the use of subcontracting, the Applicant has included the above information for the proposed subcontracted staff.

4. Service Delivery (62 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 nonparticipation.
 - 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. (2 points)
 - b) Facilitation of the Wraparound Planning Process (10 points)
 - c) Community Navigation (6 point)
 - d) Parent Support (6 points)
 - e) Youth Support (6 points)
 - f) Collaboration with other service providers. (3 points)
 - g) Training & Community awareness. (2 points)
 - h) Service transitions for clients when the Contract ends. (1 point)

b. Coordination of Services (5 points)

- 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.

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

- d. Quality Assurance and Evaluation (9 points)
 - 1) The Applicant has described a detailed plan for quality assurance, evaluation, <u>and</u> improvement, including the **methodology, instruments, and timelines** for the proposed services. (3 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 (<u>3 points</u>)
 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. (1 points)
 - 2) Clients. (1 points)
 - 3) Community resources. (1 point)

5. Financial (7points)

- a. Pricing Structure: Proposed Budget (6 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. (3 points)

2) The Applicant has submitted <u>all</u> required budget information on the budget forms listed in Section 3 of this RFP. <u>All budget forms have been fully completed and attached to the Application</u>. (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. (1 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. <u>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.</u> (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.

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 printed then completed and included in the Proposal Application.

Proposal Application Checklist

Applicant:	RFP No.:	SSD-19-POS-9700
	•	•

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

Authorized Signature	Date

ATTACHMENT C

Sample Proposal Application Table of Contents

Proposal Application Table of Contents

1.	Prog	gram Overview1
II.	Exp	erience and Ability2
	A.	Experience
	В.	Ability4
	C.	Facilities8
III.	Staff	Fing and Project Organization9
	A.	Staffing9
		1. Proposed Staffing
		2. Staff Qualifications
	В.	Project Organization16
		1. Supervision and Training16
		Organization Charts (narrative)19
IV.	Serv	ice Delivery22
V.	Fina	ncial42
VI.	Atta	chments
	A.	Proposal Application Identification Form
	В.	Proposal Application Checklist
	C.	Organization-Wide Chart
	D.	Program Specific Chart
	E.	Position descriptions
	F.	Performance Measurement Forms A, B, and C
	G.	Work Plan
	H.	Budget/Administrative Budget and federal documents
	I.	Financial Audit and management letters for FY18 (or FY17, if not available)
	J.	Litigation Information
	K.	Administrative Assurances
	L.	Special Conditions, pages 5-21 and 5-28
	\mathbf{M} .	Certification Regarding Lobbying
	N.	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 APCSB/CWSB clients.

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

- A. Upon implementation of these standards, a check of the Criminal Justice Information System (CJIS) and the Federal Bureau of Investigation (FBI) data system for a criminal history record check shall be conducted when an individual is:
 - 1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the criminal history record check, the individual may be placed in a <u>non-direct</u> 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 <u>DHS</u>
 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 <u>EACH</u> 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

<u>PROTECTIVE SERVICES</u> CENTRAL REGISTRY CHECK STANDARDS

I. <u>PURPOSE</u>

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

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

- A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:
 - 1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a <u>non-direct</u> 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.
 - Requests for exemptions shall be made in writing by using form <u>DHS</u>
 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 <u>DHS 1673</u> 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, 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 prepaid 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

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.

Signature			
Title			
Organization			

STATE OF HAWAII

DEPARTMENT OF HUMAN SERVICES

OFFER AND ACCEPTANCE OR WAIVER OF FREE INTERPRETER SERVICES

Case Name: Case Number:		Case Number:				
Inter	preter Needed For:					
		(Name)				
Worker: Unit:						
Phone: Fax:						
	Department of Human primary language.	Services (DHS) has offered an interpreter at no cost to me, if English is not				
1.	ENGLISH is my prim	TYES* NO ary language: *Sign and date below.				
2.	☐ I do not need an	interpreter. If you do not need an interpreter go to part 4 and sign below:				
	☐ I need an interpr	eter for the following language:				
	If you need an ir	terpreter, go to part 3, and check the box that applies to you.				
3.	I want DHS to p	rovide an interpreter at no cost to me.				
	I do not want an interpreter provided by DHS, and I will provide my own.					
	• I understand that DHS may secure an independent interpreter to observe my interpreter to ensure the accuracy of the communications.					
		and that the use of family or friends as interpreters may not be the most way to help me access the benefits and services that DHS provides.				
		and that DHS does not recommend the use of family members or friends as ars and prohibits the use of minors (no one under age 18) as interpreters.				
	• 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.					
4.	4. I have read and understand the information on this form. If I have questions or concerns, I can contact the worker listed above.					
Prin	t Name:	Phone:				
Sign	aature: _	Date:				

DHS 5000 (06/2014) Original: Case File

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 <u>written training plan</u> 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 <u>written supervision plan</u> 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 <u>written service coordination plan</u> 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 <u>process</u> 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

Repor Quarte	_	1 st	2 nd	3 rd	4 th	Fis	scal Year:	FY	2020	
Provid	ler:					Co No	ontract			
Progra Name										
I. <u>S</u>	ERVICE	S PURCHA	ASED:							
		SERVIC	E UNITS		Annı	ıal			TS DELIVE E QUARTI	
		SLKVIC	L CIVIIS		Goa	al	1st Month	2nd Month	3rd Month	YTD Total
II. <u>P</u>		NOT SERV	ED: ble were not ser	rved (turned a	wav) due	e to l	lack of avai	lable space	this quarte	r?
				·	• ,			•	•	
2	. Hov	w many peop 	ole remained w	aiting (on wai	ting list)	to t	be served at	the end of	tnis quarter	1
		TO BE SER s as identifie	RVED: ed in Performar	nce Measurem	ent Forn	n A,	Section 2 o	of the RFP i	in the Conti	ract).

PEOPLE TO BE SERVED	50 1 11 1		ons/Families Served plicated)	
PEOPLE TO BE SERVED		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	Actual # of Activities Performed (unduplicated)		
SERVICES	services for the contract year	This Quarter	Cumulative YTD	

- IV.b. **SERVICES** (continued) Narrative explanation of services and activities:
- V.a. <u>OUTCOMES</u> (Use outcomes as identified in Performance Measurement Form C, Section 2 of the RFP in the Contract).

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

- V.b. <u>OUTCOMES</u> (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.)

	Print Name	Title
Repor	t prepared/submitted by:	
IX.	PLANS FOR NEXT QUARTER (Plans include anything new that the Provider will incorporate into the necessary).	ne program. Use additional sheets, if
VIII.	STAFF CHANGES DURING QUARTER (Attach Quarterly Staffi	ing Changes (Form OSC 1))
VII.	(Use additional sheets, if necessary.)	RRECTIVE ACTION TAKEN

SAMPLE QUARTERLY STAFFING CHANGES

Attach a copy to the Quarterly Activity Report

1) Fiscal Year: FY 2020	2) Quarter: 1 st 2 nd 4 th
3) Provider Name:	
4) Program Name:	
5) Funding Dept:	6) Contract #:

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

Form QSC 1 (01/00)

SAMPLE 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:

	CONTRACT COST					
EXPENDITURE	BUDGET		ACTUAL		BALANCE	% EXPENDED
CATEGORIES	TOTAL CONTRACT (a)	Prior Periods to Date Cumulative (b)	Current Reporting Period (C)	Contract Period to Date b + c (d)	a - d (e)	d/a (f)
A. PERSONNEL COST 1. Salaries				0	0	0.00
Payroll Taxes & Assessments				0	0	0.00
3. Fringe Benefits				0	0	0.00
TOTAL PERSONNEL COST	0	0	0	0	0	0.00
B. OTHER CURRENT EXPENSES						
1. Airfare, Inter-Island				0	0	0.00
2. Airfare, Out-of-State				0	0	0.00
3. Audit Services				0	0	0.00
 Contractual Services - Administrative 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 19. Utilities				0	0	0.00
20				0	0	0.00
21.				0	0	0.00
22.				0	0	0.00
23.				0	0	0.00
TOTAL OTHER CURRENT EXPENSES	0	0	0	0	0	0.00
C. EQUIPMENT PURCHASES				0	0	0.00
D. MOTOR VEHICLE PURCHASES				0	0	0.00
TOTAL EXPENDITURES	0	0	0	0	0	0.00
CONTRACT REVENUES RECEIVED						
FOR DHS USE ONLY:		SCHEDULES OF MY KNOWLE	R STATEMENTS H EDGE AND BELIE FAITH, FOR THE	THIS REPORT, IN HAS BEEN EXAMIN FIS A TRUE, CORF REPORTING PERI	ED BY ME AND RECT AND CO	TO THE BEST MPLETE REPORT
SIGNATURE OF PROGRAM REVIEWER	DATE	(PLEASE TYPE OR PRINT) PHONE				
SIGNATURE OF FISCAL REVIEWER	DATE	SIGNATURE OF	PROVIDER'S AU	THORIZED OFFICIA	AL:	DATE
	NAME AND TITI					

DHS/SSD 210 1/20/00 PLEASE SUBMIT ORIGINAL POS

Sample DHS Form 210A

Provider:			_		Contract No.:		
Reporting F	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 PE	RSONNEL COST - SALA	ARIES & WAGES		atements has belief is a tru orting period	been examined e, correct and co	by me and to tl	ne best of my
Signature of	Program Reviewer	Date	Name (please ty	ype or print)			
Signature of	Fiscal Reviewer	Date	Signature of Pro	ovider's Auth	orized Official		
			Title (please typ	e or print)			

Sample Invoice

State of Hawaii, Department of Human Services Social Services Division

Provider Name:	nit original (signed in <u>blu</u>		DHS USE ONLY (Do not reduce this area):
Address:			
Services Provided:			
Contract Period: From:	Contract Ami To: MM/DD/YYYY	t: \$ MM/DD/YYYY	
	For Pe	eriod:	to
PAYMENT SUMMARY:	<u>Invoice Totals</u>	(a) Contract Ame	Contract Total
(b) Total Amt Requested:		(a) Contract Amo	ount: \$
Prior Invoices: \$		<u>-</u>	
(c) This Request: \$		<u>-</u>	
(d) Total Requested YTD: \$		-	\$()
(e) Funds Received YTD: \$((b + c)	J	(d)
(f) Balance Due: \$	(d - e)	Balance of Cor	(a – d)
Comments:			
I certify that the information coin accordance to the conditions			e services and disbursements have been made
Authorized Signature: Title:			Date:
		DHS USE ONLY:	
Annual of for Deliment			Detai
Approved for Payment:	Signature		Date:
Title			

4/2019