

State of Hawaii  
Department of Public Safety  
Corrections Division  
Corrections Program Services  
Sex Offender Treatment Program

## **Request for Proposals**

### **RFP No. PSD: 21-CPS/SO-24**

#### **Sex Offender Treatment for Incarcerated, Furloughed, or Paroled Sex Offenders**

November 2, 2020

**Note:** *It is the applicant's responsibility to check the public procurement notice website, the request for proposals website, or to contact the RFP point-of-contact identified in the RFP for any addenda issued to this RFP. The State shall not be responsible for any incomplete proposal submitted as a result of missing addenda, attachments or other information regarding the RFP.*

November 2, 2020

**REQUEST FOR PROPOSALS  
SEX OFFENDER TREATMENT  
FOR INCARCERATED, FURLOUGHED, OR PAROLED SEX OFFENDERS  
RFP No. 21-CPS/SO-24**

The Department of Public Safety (PSD), Corrections Division's Corrections Program Services' Sex Offender Treatment Program, is requesting proposals from qualified Service Providers to provide the following:

**Continuum of Sex Offender Treatment for Incarcerated Sex Offenders**

at the

Kulani Correctional Facility on the Island of Hawaii and

Halawa Correctional Facility on the Island of Oahu

Women's Community Correctional Center on the Island of Oahu

AND

**Aftercare Sex Offender Treatment for Incarcerated or Furloughed Sex Offenders**

at the

Hawaii Community Correctional Center on the Island of Hawaii,

Kauai Community Correctional Center on the Island of Kauai,

Maui Community Correctional Center on the Island of Maui,

Oahu Community Correctional Center on the Island of Oahu, and

Women's Community Correctional Center on the Island of Oahu

OR

for Paroled Sex Offender under the Supervision of the Hawaii Paroling Authority Statewide

PSD shall pay for the Continuum of Sex Offender Treatment for all incarcerated sex offenders who have been referred by PSD to receive sex offender treatment in a correctional facility/center. PSD shall also pay for the Aftercare Sex Offender Treatment for the furloughed or paroled sex offender who are considered "**indigent**," and have been referred by PSD or HPA to receive sex offender treatment in the community.

The Continuum of Sex Offender Treatment includes the following:

- Group Treatment Sessions
- Individual Treatment Sessions
- Institutional File Review
- Screening Interview (orientation)
- Instant and or Sexual History Polygraphs

The Aftercare Sex Offender Treatment includes the following:

- Intake Assessment
- Group Treatment Sessions
- Individual Treatment Sessions
- Family/Spousal Treatment Sessions

Maintenance Polygraph  
Stable Risk Assessments

The initial contract term shall be for a twenty-four month period from January 1, 2021 through December 31, 2023, with the option to extend for two additional twelve month period or portions thereof, subject to the availability of funds, satisfactory performance of the provider and prior written mutual consent. Single or Multiple contracts may be awarded under this request for proposals.

Proposals shall be mailed, postmarked by the United States Postal Service on or before **December 2, 2020**, and received no later than 10 calendar days from the submittal deadline. Hand delivered proposals shall be received no later than 4:30 p.m., Hawaii Standard Time (HST), on **December 2, 2020**, at the drop-off sites designated on the Proposal Mail-in and Delivery Information Sheet. Proposals postmarked or hand delivered after the submittal deadline shall be considered late and rejected. There are no exceptions to this requirement.

The Corrections Program Services Division's Sex Offender Treatment Program will conduct a non-mandatory orientation on **November 6, 2020** from 9:30 a.m. to 10:30 a.m., HST, or its adjournment, via teleconference:

Conference Dial-in Number: 1 (515) 604-9066  
Participant Access Code: 157098

The deadline for submission of written questions is 4:30 p.m., HST, on November 12, 2020. All written questions will receive a written response from the State on or about November 17, 2020.

Inquiries regarding this RFP should be directed to the RFP contact person, Mr. Marc Yamamoto at 919 Ala Moana Boulevard, Room 413, Honolulu, Hawaii 96814, via e-mail at [psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov).

## PROPOSAL MAIL-IN INFORMATION SHEET

<b>NUMBER OF COPIES TO BE SUBMITTED:</b> One (1) Original + Three (3) Copies
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ALL MAIL-INS SHALL BE POSTMARKED BY THE UNITED STATES POSTAL SERVICE (USPS) NO LATER THAN **December 2, 2020** and received by the state purchasing agency no later than 10 days from the submittal deadline.

### All Mail-ins

Department of Public Safety Administrative Services Office—Procurement & Contracts 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
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### RFP COORDINATOR

Marc S. Yamamoto, PSS IV Telephone: (808) 587-1215 Facsimile: (808) 587-1244 <a href="mailto:psd.bids@hawaii.gov">Email: psd.bids@hawaii.gov</a>
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DUE TO THE COVID-19 PANDEMIC, **NO HAND DELIVERIES SHALL BE ACCEPTED.** ONLY MAIL-IN DELIVERIES SHALL BE ACCEPTED.

NOTE: Deliveries by private mail services such as FEDEX, shall not be accepted if received after 4:30 p.m. HST, **DECEMBER 2, 2020**, and therefore, not allowed the additional 10 days from submittal deadline.

### **SUBMISSION OF PROPOSAL**

**Facsimile and electronic versions of proposals shall NOT BE ACCEPTED.** Applicants shall plan accordingly to meet the bid opening date.

**Proposals must be sealed.** Applicants are required to submit the completed proposal (One original and Three copies) in a sealed envelope or box identified with the following information:

Applicant's name, address, and telephone number  
The words, "REQUEST FOR PROPOSALS"  
The Request for Proposals number  
The title of the Request for Proposals  
The date and time of the due date

Attention: ASO, Procurement and Contracts Unit  
Department of Public Safety  
919 Ala Moana Boulevard, Room 413  
Honolulu, Hawaii 96814

ASO shall not be responsible for any misrouting of improperly identified submittals.

Proposals submitted by hand-delivery and private mail delivery shall be deemed received when actually received and evidenced by the date and time registered by the ASO-PC time stamp clock.

Proposals submitted by USPS mail shall be deemed received on the post-mark date, provided the proposal is actually received by the purchasing agency within ten days from the postmark date.

Proposals received after the deadline shall be rejected and returned unopened.

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# **Section 1**

## **Administrative Overview**

## Section 1

### Administrative Overview

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

#### 1.1 Procurement Timetable

**Note that the procurement timetable represents the State's best estimated schedule. If an activity on this schedule is delayed, the rest of the schedule will likely be shifted by the same number of days. Contract start dates may be subject to the issuance of a notice to proceed.**

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	November 2, 2020
Distribution of RFP	November 2, 2020
RFP orientation session	November 6, 2020
Closing date for submission of written questions for written responses	November 12, 2020
State purchasing agency's response to applicants' written questions	November 17, 2020
Discussions with applicant prior to proposal submittal deadline (optional)	TBD
Proposal submittal deadline	December 2, 2020
Discussions with applicant after proposal submittal deadline (optional)	TBD
Final revised proposals (optional)	TBD
Proposal evaluation period	December 3 to December 10, 2020
Provider selection	December 21, 2020
Notice of statement of findings and decision	December 21, 2020
Contract start date	January 1, 2021

## 1.2 Website Reference

Item	Website
1 Procurement of Health and Human Services	<a href="http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/">http://spo.hawaii.gov/for-vendors/vendor-guide/methods-of-procurement/health-human-services/competitive-purchase-of-services-procurement-method/cost-principles-table-hrs-chapter-103f-2/</a>
2 RFP website	<a href="http://hawaii.gov/spo2/health/rfp103f/">http://hawaii.gov/spo2/health/rfp103f/</a>
3 Hawaii Revised Statutes (HRS) and Hawaii Administrative Rules (HAR) for Purchases of Health and Human Services	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Click on the "References" tab.
4 General Conditions, AG-103F13	<a href="http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view">http://hawaii.gov/forms/internal/department-of-the-attorney-general/ag-103f13-1/view</a>
5 Forms	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Click on the "Forms" tab.
6 Cost Principles	<a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a> Search: Keywords "Cost Principles"
7 Protest Forms/Procedures	<a href="http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/">http://spo.hawaii.gov/for-vendors/vendor-guide/protests-for-health-and-human-services/</a>
8 Hawaii Compliance Express (HCE)	<a href="http://spo.hawaii.gov/hce/">http://spo.hawaii.gov/hce/</a>
9 Hawaii Revised Statutes	<a href="http://capitol.hawaii.gov/hrscurrent">http://capitol.hawaii.gov/hrscurrent</a>
10 Department of Taxation	<a href="http://tax.hawaii.gov">http://tax.hawaii.gov</a>
11 Department of Labor and Industrial Relations	<a href="http://labor.hawaii.gov">http://labor.hawaii.gov</a>
12 Department of Commerce and Consumer Affairs, Business Registration	<a href="http://cca.hawaii.gov">http://cca.hawaii.gov</a> click "Business Registration"
13 Campaign Spending Commission	<a href="http://ags.hawaii.gov/campaign/">http://ags.hawaii.gov/campaign/</a>
14 Internal Revenue Service	<a href="http://www.irs.gov/">http://www.irs.gov/</a>
<b>(Please note: website addresses may change from time to time. If a State link is not active, try the State of Hawaii website at <a href="http://hawaii.gov">http://hawaii.gov</a>)</b>	

## 1.3 Authority

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

## 1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

## 1.5 Contracting Office

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

Department of Public Safety  
Corrections Program Services  
Attn: Dr. Gina Camara, Sex Offender Treatment Program Administrator  
919 Ala Moana Boulevard, Room 405  
Honolulu, Hawaii 96814

Phone: (808) 587-1249  
Facsimile: (808) 587-1280  
[E-mail: GinaLyn.C.Camara@hawaii.gov](mailto:GinaLyn.C.Camara@hawaii.gov)

## 1.6 RFP Point-of-Contact

From the release date of this RFP until the selection of the successful provider(s), any inquiries and requests shall be directed to the sole point-of-contact identified below.

Marc S. Yamamoto, PSS IV  
Telephone: (808) 587-1215  
Facsimile: (808) 587-1244  
[Email: psd.bids@hawaii.gov](mailto:psd.bids@hawaii.gov)

## 1.7 Orientation

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

**Date:** November 6, 2020 **Time:** 9:30 a.m., H.S.T.  
**Location:** Teleconference call-in only

The call-in number is:

Conference Dial-in Number: 1 (515) 604-9066  
 Participant Access Code: 157098

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted at the orientation and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the orientation are only intended as general direction and may not represent the state purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the subsection 1.8, Submission of Questions.

## 1.8 Submission of Questions

Applicants may submit questions to the RFP point-of-contact identified in Section 1.6. Written questions should be received by the date and time specified in Section 1.1 Procurement Timetable. The purchasing agency will respond to written questions by way of an addendum to the RFP.

Deadline for submission of written questions:

**Date:** November 12, 2020 **Time:** 4:30 p.m., HST

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

**Date:** November 17, 2020

## 1.9 Submission of Proposals

A. **Forms/Formats** - Forms, with the exception of program specific requirements, may be found on the State Procurement Office website referred to in Section 1.2, Website Reference. Refer to the Section 5, Proposal Application Checklist for the location of program specific forms.

1. **Proposal Application Identification (Form SPOH-200).** Provides applicant proposal identification.

2. **Proposal Application Checklist.** The checklist provides applicants specific program requirements, reference and location of required RFP proposal forms, and the order in which all proposal components should be collated and submitted to the state purchasing agency.
  3. **Table of Contents.** A sample table of contents for proposals is located in Section 5, Attachments. This is a sample and meant as a guide. The table of contents may vary depending on the RFP.
  4. **Proposal Application (Form SPOH-200A).** Applicant shall submit comprehensive narratives that address all proposal requirements specified in Section 3, Proposal Application Instructions, including a cost proposal/budget, if required.
- B. **Program Specific Requirements.** Program specific requirements are included in Sections 2 and 3, as applicable. Required Federal and/or State certifications are listed on the Proposal Application Checklist in Section 5.
- C. **Multiple or Alternate Proposals.** Multiple or alternate proposals shall not be accepted unless specifically provided for in Section 2. In the event alternate proposals are not accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.
- D. **Provider Compliance.** All providers shall comply with all laws governing entities doing business in the State.
- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.
  - **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.
  - **Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Providers may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to Section 1.2, Website Reference, for HCE's website address.

Providers not utilizing the HCE to demonstrate compliance shall provide paper certificates to the purchasing agency. All applications for applicable clearances are the responsibility of the providers. All certificates must be valid on the date it is received by the purchasing agency. The tax clearance certificate shall have an original green certified copy stamp and shall be valid for six months from the most recent approval stamp date on the certificate. The DLIR certificate is valid for six months from the date of issue. The DCCA certificate of good standing is valid for six months from date of issue.

- E. **Wages Law Compliance.** If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.
- F. **Campaign Contributions by State and County Contractors.** HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.
- G. **Confidential Information.** If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

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

- H. **Proposal Submittal.** All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the State purchasing agency no later than the submittal deadline indicated on the attached Proposal Mail-in and Delivery Information Sheet, or as amended. All hand deliveries shall be received by the State purchasing agency by the date and time designated on the Proposal Mail-In and Delivery Information Sheet, or as amended. Proposals shall be rejected when:
  1. Postmarked after the designated date; or
  2. Postmarked by the designated date but not received within 10 days from the submittal deadline; or
  3. If hand delivered, received after the designated date and time.

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

## 1.10 Discussions with Applicants

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

## 1.11 Opening of Proposals

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

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

## 1.12 Additional Materials and Documentation

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

## 1.13 RFP Amendments

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

## 1.14 Final Revised Proposals

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

### 1.15 Cancellation of Request for Proposal

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

### 1.16 Costs for Proposal Preparation

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

### 1.17 Provider Participation in Planning

Provider(s), awarded a contract resulting from this RFP,

☐ are required

☒ are not required

to participate in the purchasing agency's future development of a service delivery plan pursuant to HRS §103F-203.

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

### 1.18 Rejection of Proposals

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

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

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

### 1.19 Notice of Award

A statement of findings and decision shall be provided to each responsive and responsible applicant by mail upon completion of the evaluation of competitive purchase of service proposals.

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

No work is to be undertaken by the provider(s) awarded a contract prior to the contract commencement date. The State of Hawaii is not liable for any costs incurred prior to the official starting date.

## 1.20 Protests

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO website. Refer to Section 1.2, Website Reference for website address. Only the following matters may be protested:

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

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

Head of State Purchasing Agency	Procurement Officer
Name: Edmund "Fred" Hyun	Name: Teresita V. Fernandez
Title: Acting Director	Title: Business Management Officer
Mailing Address: 919 Ala Moana Boulevard, Room 400 Honolulu, Hawaii 96814	Mailing Address: 919 Ala Moana Boulevard, Room 413 Honolulu, Hawaii 96814
Business Address: Same as above.	Business Address: Same as above.

## 1.21 Availability of Funds

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

## 1.22 General and Special Conditions of Contract

The general conditions that will be imposed contractually are on the SPO website. Special conditions may also be imposed contractually by the state purchasing agency, as deemed necessary

## 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 will utilize standard cost principles as outlined on the SPO website. Refer to Section 1.2 Website Reference for website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

## 1.24 Liability Insurance

The Contractor shall maintain insurance acceptable to the State in full force and effect throughout the term of this contract. The policy or policies of insurance maintained by the Contractor shall provide the following limit(s) and coverage:

COVERAGE	LIMITS						
Commercial General Liability (occurrence form)	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury and property damage						
Automobile, if applicable	<table> <tr> <td>Bodily injury</td><td>\$1,000,000/person</td></tr> <tr> <td></td><td>\$1,000,000/occurrence</td></tr> <tr> <td>Property damage</td><td>\$1,000,000/accident</td></tr> </table>	Bodily injury	\$1,000,000/person		\$1,000,000/occurrence	Property damage	\$1,000,000/accident
Bodily injury	\$1,000,000/person						
	\$1,000,000/occurrence						
Property damage	\$1,000,000/accident						

Professional Liability Insurance (\$1,000,000/claim, \$2,000,000 annual aggregate) is recommended to cover professional services that commercial liability will not cover.

Each insurance policy required by this contract shall contain the following clauses:

1. "The State of Hawaii, Department of Public Safety, is added as an additional insured as respects to operations performed for the State of Hawaii."
2. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
3. "The insurance will not be cancelled or materially changed without giving the State at least 30 days prior written notice by registered mail."

Each insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, HRS, if utilizing an insurance company not licensed by the State of Hawaii.

The Service Provider agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance and insurance policy endorsements (for additionally insured, and the Service Provider's insurance policy shall be primary and non-contributory to any insurance maintained by the State of Hawaii) necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Provider.

The procuring of such required policy or policies of insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Provider shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

If the Provider is authorized by the Department Coordinator to subcontract, Subcontractor(s) is not excused from the indemnification and/or insurance provisions of this contract. In order to indemnify the State, the Provider agrees to require its Subcontractor(s) to obtain insurance in accordance with the insurance provisions of this contract.

### **1.25 Campaign Contributions by State and County Providers**

Providers are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or county government providers during the term of the contract if the providers are paid with funds appropriated by a legislative body.

### **1.26 Failure to Perform**

Uninterrupted deliver of sex offender treatment is important because delay will interfere with the State's business of preparing sex offenders for release from jail or prison. In addition, the State will be damaged by the increased cost to house sex offenders beyond their scheduled parole release dates. Furthermore, delays to the delivery of sex offender treatment may detrimentally impact the financing, planning, or completion of other State projects because of the need to devote State resources to house and treat sex offenders after their original release dates. The monetary amount of such interference with State business and damages is difficult, if not impossible, to accurately determine and precisely prove.

The Service Provider shall not unilaterally stop work to force the resolution of a dispute with PSD. Except as provided in the State's General Conditions for termination by the Service Provider, if the Service Provider fails to perform the work specified through stopping work to force the resolution of a dispute with PSD, the Service Provider shall pay liquidated damages to PSD based upon the cost to house each affected sex offender beyond his/her otherwise scheduled parole release date. This amount is calculated on the cost per day to PSD to house an inmate on the Mainland who might otherwise be housed in Hawaii if sex offenders participating in SOTP were allowed to finish their programming on time.

### **1.27 Right and Remedies for Default**

If the Service Provider fails, refuses, or neglects to perform the work specified in this contract, or any separable part thereof, PSD may declare the Service Provider in breach and terminate the Service Provider's right to proceed with the work or the part of the work to which there has been a delay. In such event, PSD may take over the delivery of services and perform the same to completion through contract with another Service Provider. Whether or not the Service Provider's right to proceed with the delivery of treatment services is terminated, the Service Provider shall be liable for any damage to PSD resulting from the Service Provider's refusal or failure to perform the work within the time specified in the contract.

The State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due to the Service Provider, the difference between the price named in the contract and actual cost thereof to the State. In case of any money due the Service Provider is insufficient for said purpose, the Service Provider shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

## **Section 2**

# **Service Specifications**

## Section 2

### Service Specifications

#### 2.1

##### A. Overview, purpose or need

In accordance with a Cooperative Agreement negotiated between the Department of Public Safety (PSD) and Hawaii Paroling Authority (HPA) in 1990, sex offenders are typically recommended to complete Sex Offender Treatment Program (SOTP) prior to parole release, and to continue in additional treatment while on parole, until clinically discharged.

Research on the recidivism rate of Hawaii's sex offenders has demonstrated that a sex offender's success on parole is improved if the sex offender participates in SOTP both before and during parole.

PSD's Corrections Program Services' SOTP needs a continuum of sex offender treatment based on a cognitive-behavioral therapy model for incarcerated, furloughed, and paroled sex offenders.

PSD manages 8 correctional facilities statewide. The Kulani Correctional Facility (KCF) and the Hawaii Community Correctional Center (HCCC) are located on the Island of Hawaii, the Kauai Community Correctional Center (KCCC) is located on the Island of Kauai, the Maui Community Correctional Center (MCCC) is located on the Island of Maui, and the Halawa Correctional Facility (HCF), Waiawa Correctional Facility (WCF), Oahu Community Correctional Center (OCCC), and Women's Community Correctional Center (WCCC) are located on the island of Oahu.

SOTP is requesting proposals from qualified Service Providers to provide sex offender treatment at the following:

Continuum of Sex Offender Treatment for Incarcerated Sex Offenders  
at the  
KCF on the Island of Hawaii  
HCF on the Island of Oahu and  
WCCC on the Island of Oahu

AND

Aftercare Sex Offender Treatment for Incarcerated or Furloughed Sex Offenders  
at the  
HCCC on the Island of Hawaii,  
KCCC on the Island of Kauai,  
MCCC on the Island of Maui,

OSCC on the Island of Oahu, and  
WCCC on the Island of Oahu  
OR  
for Paroled Sex Offender under the Supervision of the Hawaii Paroling Authority  
Statewide

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

For the past discussions with the program units to discuss their needs in relation to the service activities of this solicitation.

Pursuant to Hawaii Administrative Rules (HAR), Chapter 3-142-202(e), compliance with the issuance of a request for information has been waived on the basis that the following have remained unchanged: target population for services; the geographic location; and the scope of services.

**C. Description of the service goals**

The goal is to provide the sex offender with cognitive coping skills:

- To better avoid high-risk situations that might lead to re-offense
- To better deal with unavoidable situations when they occur

**D. Description of the target population to be served**

The target population to be served with sex offender treatment are those sex offenders who are sentenced to a period of imprisonment for a sex related crime.

Sex offenders who participate in sex offender treatment shall be WILLING to acknowledge partial responsibility for their offense.

Sex offenders who refuse sex offender treatment, or sex offenders who deny inappropriate sexual behavior, risk being ineligible for parole.

There are between 60 and 80 sex offenders who are eligible for parole each year. There may be about 5 sex offenders for the island of Kauai, about 6 sex offenders for the island of Maui, about 40 sex offenders for island of Hawaii, and about 70 sex offenders for island of Oahu. The numbers vary.

The majority of incarcerated sex offenders are paroled from furlough facilities on neighbor islands, specifically, OSCC (Laumaka Work Furlough Center), MCCC, KCCC, WCCC and HCCC (Hale Nani Work Furlough). Furloughed sex offenders shall

continue in aftercare SOTP until paroled regardless if they successfully completed treatment at the HCF, KCF, or WCCC.

PSD shall pay for the Continuum of Sex Offender Treatment for all incarcerated sex offenders who have been referred by PSD to receive sex offender treatment in a correctional facility/center. PSD shall also pay for the Aftercare Sex Offender Treatment for the furloughed or paroled sex offender who are considered “**indigent**,” and have been referred by their assigned PSD case manager or HPA supervising officer to receive sex offender treatment in the community.

**E. Geographic coverage of service**

Continuum of Sex Offender Treatment for Incarcerated Sex Offenders  
at the

KCF on the Island of Hawaii  
HCF on the Island of Oahu and  
WCCC on the Island of Oahu

AND

Aftercare Sex Offender Treatment for Incarcerated or Furloughed Sex Offenders  
at the

HCCC on the Island of Hawaii,  
KCCC on the Island of Kauai,  
MCCC on the Island of Maui,  
OCCC on the Island of Oahu, and  
WCCC on the Island of Oahu

OR

Aftercare Sex Offender Treatment for the Paroled Sex Offender under the  
Supervision of the HPA Statewide

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

The funding amount for this service is estimated at \$453,300.00 for the first year of the contract, and \$453,300.00 for the second year of the contract for the twenty-four (24) month period commencing on the date indicated on the Notice to Proceed. This contract may be extended for two (2) additional twelve (12) months or fraction thereof, subject to the availability of funds and upon mutual agreement in writing.

The following is the breakdown of the \$453,300.00:

Island of Kauai (KCCC): \$12,000.00

for Aftercare Sex Offender Treatment for Incarcerated, Furloughed, or Paroled Sex Offenders on the Island of Kauai

Island of Maui (MCCC): \$13,000.00

for Aftercare Sex Offender Treatment for Incarcerated, Furloughed, or Paroled Sex Offenders on the Island of Maui

Island of Hawaii (HCCC, KCF): \$195,000.00

for Continuum of Sex Offender Treatment for Incarcerated Sex Offenders at Kulani Correctional Facility AND

for Aftercare Sex Offender Treatment for Incarcerated, Furloughed, or Paroled Sex Offender on the Island of Hawaii

Island of Oahu (HCF, WCCC, OCCC): \$233,300.00

for Continuum of Sex Offender Treatment for Incarcerated Sex Offenders at Halawa Correctional Facility and Women's Community Correctional Center AND

for Aftercare Sex Offender Treatment for Incarcerated, Furloughed, or Paroled Sex Offender on the Island of Oahu

The above breakdown are estimates and are subject to change and/or reallocation. At the discretion of the Department of Public Safety, funding for a gender and geographic area may be increased or decreased up to twenty-five percent (25%) of the award amount depending on need or lack thereof provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable and (2) the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

## 2.2 Contract Monitoring and Evaluation

The criteria by which the performance of the contract will be monitored and evaluated are:

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

## 2.3 General Requirements

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

1. Service Provider must be a profit corporation under the laws of the State of Hawaii or non-profit organization determined by the Internal Revenue Services to be exempt from the federal income tax.
2. If a non-profit corporation, Service Provider must have a governing board whose members have no material conflict or interest and serve without compensation.
3. Service Provider must have by-laws or policies that describe the manner in which business is conducted and policies that relate to nepotism and management of potential conflict of interest situations.
4. Service Provider must have a minimum of one (1) year of successful experience in dealing with sex offending inmates, parolees, or probationers.
5. Service Provider shall be required to accept incarcerated, furloughed, or paroled sex offenders who have been assessed by PSD as being appropriate for services, unless the Service Provider presents to PSD, justifiable reason that an incarcerated, furloughed, or paroled sex offender should not be accepted into the program. Service Provider shall provide only those sex offender treatment identified by PSD as required for the incarcerated, furloughed, or paroled sex offenders. PSD shall have the final decision as to whether an incarcerated, furloughed, or paroled sex offender shall continue to receive sex offender treatment or be terminated from receiving sex offender treatment.
6. MINIMUM QUALIFICATIONS: Sex offender group's primary therapist shall be licensed in the State of Hawaii (applicable to the services provided), hold at

least a master's degree in a social or behavioral science, and possess one (1) year experience working with sex offenders using the relapse prevention model. The minimum qualifications of the secondary therapist(s) shall be a Bachelor's degree. Experience working with sex offenders is not a requirement for the secondary therapist.

7. The PROVIDER'S employees shall adhere to the Professional Code of Ethics published by the Association for the Treatment of Sexual Abusers (ATSA). It is the responsibility of each PROVIDER to comply with the ATSA Code of Ethics.
8. The Service Provider shall follow the guidelines for the treatment of sex offenders as set forth by the Hawaii Sex Offender Management Team (SOMT) "Standards of Practice for Treatment Providers," whenever possible and applicable. (A copy of the most recently updated SOMT Guidelines shall be available to the Service Provider awarded a contract.)

New guidelines for the treatment of this population may be developed in the course of this contract after consultation with the SOTP Administrator.

9. The nature and scope of the services shall be performed in accordance with established clinical principles, clinical practices, and clinical ethics of the American Psychological Association.
10. The Service Provider's staff shall conform to State and Federal statutes that require clinicians to report to Child Protective Services or local police a sex offender's disclosure of suspected sexual abuse of children under his/her care, including incidents in the past. The clinician's decision to report is not optional.
11. The Service Provider shall demonstrate a working knowledge of providing sex offender treatment.
12. If applicable, the Service Provider's facilities shall meet ADA requirements as applicable, and provide special equipment that may be required for the services.
13. The Service Provider shall provide copies of all applicable accreditations, licensures, (i.e. Office of Health Care Assurance, etc.), or certificates, related to the contracted services.

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

After-the-fact secondary purchases will be allowed.

Planned secondary purchases

None.

**C. Multiple or alternate proposals**

(Refer to HAR §3-143-605)

☐ Allowed
                 
 ☒ Unallowed
**D. Single or multiple contracts to be awarded**

(Refer to HAR §3-143-206)

☐ Single
                 
 ☐ Multiple
                 
 ☒ Single & Multiple

Criteria for multiple awards: Multiple contracts may be awarded on an island with more than one facility (e.g., Oahu, Hawaii), within a correctional facility/center housing a high number of sex offenders (e.g., Halawa, Kulani), or the specialty of the therapist(s).

The Service Provider submitting a proposal with “reasonable”\* payment compensation for services to be rendered on a particular island without any added interisland travel costs (e.g. airfare, rental car, lodging, etc.) to PSD to provide the services AND the highest score shall be awarded the contract for that particular island. For the Island of Kauai, there will be a single award. Also, for the Island of Maui, there will be a single award. For the Islands of Oahu and Hawaii, there *may* be multiple awards. If a multiple award is made, PSD reserves the right to specify the amount of the award for each Service Provider for the Islands of Oahu and Hawaii. The Service Provider awarded shall provide the Continuum of Sex Offender Treatment AND/OR Aftercare services requested. For example, for the Island of Oahu, PSD may decide that Service Provider #1 will receive \$75,000 and Service Provider #2 will receive \$120,000 to equal \$195,000 as allocated in this RFP for the Island of Hawaii.

If a Service Provider’s proposal is to provide its services to all islands, the Service Provider must be **clear** in stating its all-inclusive proposed costs to reflect any interisland travel costs (e.g. airfare, rental car, lodging, etc.) for each island. PSD reserves the right to award a “partial” award. For example, the Service Provider may be awarded the Island of Oahu and Hawaii, but the Service Provider may not be awarded the Islands of Kauai or Maui based on the above stated.

*\*“Reasonable” is the price that a prudent and competent buyer would be willing to pay given available data on market conditions and all-inclusive costs.*

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

☐ Single term (2 years or less)

☒ Multi-term (more than 2 years)

Contract terms:

The initial contract shall be for a twenty-four (24) month period commencing on the date indicated on the Notice to Proceed. This contract may be extended for two (2) additional twelve (12) months or fraction thereof, subject to the availability of funds and upon mutual agreement in writing.

Total contract period: 48 months

## **2.4 Scope of Work**

The scope of work encompasses the following tasks and responsibilities:

COVID-19 Pandemic Response Plan: SOTP office and its providers will make any necessary adjustments to programming that adequately addresses the CDC's guidelines as it is applied to the correctional environment. This may affect contracts and programming on many levels including the RFP process and funding as well as the scope of work (i.e. the flexibility of the program to adjust to changes, the use of telepsychology, consent for telepsychology, etc). Proposals shall address these areas as applicable.

**A. Service Activities**

(Minimum and/or mandatory tasks and responsibilities)

**1. Screening Interview and Institutional File Review:** For medium and minimum security sex offenders at HCF, KCF, and WCCC, the Service Provider shall provide the following screening and institutional file review:

- The Service Provider's therapists shall review at the correctional facility, in a place determined by the correctional facility staff (usually a Records Room), the institutional records of sex offenders incarcerated there who have been previously screened for program eligibility by the SOTP Administrator (a list of eligible inmates will be provided).
- Before interviewing any sex offender, the Service Provider must request and obtain from the SOTP Administrator any available treatment records, including application autobiographies and testing results, on file from previous participation in treatment.
- The Service Provider shall inform in-writing to each sex offender who passes initial file review that the sex offender is invited for a face-to-face interview,

to be scheduled as to date and hour, to determine the sex offender's admission into the program. The Service Provider shall provide the SOTP Administrator a photocopy of the letter upon request.

#### Consent for Interview

Before any interview with inmates, a consent form must be signed by the inmate.

The Consent for Interview shall specify the rights of the inmate which includes that the interview with SOTP therapists is voluntary but may impact future parole decisions. The Consent for Interview will remain in effect with that Service Provider for the duration of their incarceration and parole. The original Consent for Interview shall be kept in the sex offender's institutional file and a copy shall be provided to the SOTP Administrator. The Consent to Interview shall include provisions that specify that the sex offender waives all confidentiality for disclosures made during any interview. The Consent for Interview shall inform the inmate of the types of situations in which therapists are required to breach confidentiality including disclosures of past or present abuse to a child or a dependent adult in their care, intent to harm someone or themselves or any other situation that jeopardizes the safety and security of the facility. The sex offender shall be instructed by the Service Provider's therapists that the offender's waiver of confidentiality with interviews cannot be withdrawn without the consequence of termination of the sex offender's participation in treatment or assessment up to the point of service termination.

If the sex offender chooses to withdraw his/her waiver of confidentiality, services will terminate as well. The Service Provider's therapists shall prepare reports summarizing the sex offender's participation in treatment and/or assessment up to the point of service termination. The Consent for Interview shall include provisions explaining the limited confidentiality of the sex offender's statements to the therapists, and with whom the results of their interview may be shared (i.e. SOTP Administrator, Parole Board, supervisory officer, etc.). The Consent for Interview shall include provisions explaining that the results of interviews may be included in treatment reports and assessment results and automatically forwarded to the Parole Board, who will not release the reports or their contents at a later date to the sex offender, his/her family, or his/her attorney unless ordered by the Court. Provisions will explain that the Parole Board may forward the offender's treatment records to the offender's new supervising officer/authority.

- After interviewing each eligible sex offender, the Service Provider shall eliminate from further program consideration, any sex offender who claims that he/she is innocent or is appealing his/her conviction. Rejection may also be based upon: the sex offender's behavior, such as florid psychosis, which he/she is either unwilling or unable to contain whether through medication or

otherwise; violence or threats of violence against staff, therapists, or fellow sex offenders; past or pending litigation against the Service Provider.

- The Service Provider shall send a letter to each inmate as to the status of their interview and a copy provided to the SOTP Administrator. The Service Provider, whom after a face-to-face interview, determines that a sex offender is not appropriate for admission, shall inform the sex offender in-writing the date the inmate was interviewed and reason or reasons they were not admitted.

The Service Provider shall not eliminate any sex offender whose amenability for treatment may be significantly diminished because of factors beyond his/her control, such as barriers to speak or write English, or physical or mental health challenges. Language interpreters for non-English speaking sex offenders, sign language interpreters for deaf sex offenders, or special tutors for blind or learning challenged sex offenders may be provided by PSD or hired by the Service Provider to help sex offenders participate in group treatment. Individual treatment offering an equivalent SOTP curriculum may be an option if a disadvantaged sex offender cannot keep pace with his/her peers in spite of special assistance in a group treatment format.

After screening and prior to commencing treatment, the Service Provider's therapists shall review the sex offender's most recent Level of Service Inventory-Revised in the sex offender's institutional file to determine the sex offender's level of need and to identify potential target areas for specialized treatment intervention.

During the course of each sex offender's treatment, PSD shall provide the Service Provider with all relevant assessment and clinical information in its files as they become available, which may include updated Level of Service Inventory- Revised, Minnesota Multiphasic Personality Inventory (Revised), sexual deviance self-report battery, psychosexual assessment, polygraph reports of offense history, and other relevant treatment documents received by SOTP Administrator during the sex offender's incarceration or supervision on parole.

Consent to Sex Offender Treatment and Program Terms and Conditions Contract:

Prior to the onset of providing sex offender treatment, the Service Provider's therapists shall require that each sex offender sign the previously discussed (1) Consent to Interview as well as (2) the Consent to Sex Offender Treatment and (3) Program Terms and Conditions Contract specifying program compliance and the rights of the sex offender.

Provisions of the Consent to Treatment shall explain that participation is voluntary, the sex offender is free to withdraw from treatment at any time, and the consequences of his/her action during treatment may impact future parole

decisions. The Consent to Treatment shall remain in effect for the duration of participation in SOTP with the same Service Provider throughout their incarceration and parole. Modifications to the Consent to Treatment may be made if the Service Provider and the sex offender mutually agree upon such changes. Changes must be approved by the SOTP Administrator. The original of the Consent to Treatment (as well as any modified consent) shall be kept in the sex offender's institutional file and copies provided to the SOTP Administrator.

The Consent to Treatment shall include provisions that specify that the sex offender waives all confidentiality for disclosures made during treatment or assessment. The Consent for Treatment shall inform the inmate of the types of situations in which therapists are required to breach confidentiality including disclosures of past or present abuse to a child or a dependent adult in their care, intent to harm someone or themselves or any other situation that jeopardizes the safety and security of the facility. The sex offender shall be instructed by the Service Provider's therapists that the offender's waiver of confidentiality cannot be withdrawn without the consequence of immediate termination of the sex offender's participation in treatment or assessment up to the point of service termination.

If the sex offender chooses to withdraw his/her waiver of confidentiality, services will terminate. The Service Provider's therapists shall prepare reports summarizing the sex offender's participation in treatment and/or assessment up to the point of service termination.

The Program Terms and Conditions Contract shall include provisions explaining the limited confidentiality of the sex offender's statements to the therapists, and to whom progress reports shall be forwarded (e.g., SOTP Administrator and Parole Board, supervisory officer), and to whom reports shall not be forwarded (e.g., the Prosecutor, the sex offender's attorney).

The Program Terms and Conditions shall include provisions explaining that all treatment reports and assessment results generated during the sex offender's course of treatment are automatically forwarded to the Parole Board, who will not release the reports or their contents at a later date to the sex offender, his/her family, or his/her attorney unless ordered by the Court. Provisions will explain that upon parole, the Parole Board may forward the offender's treatment records to the offender's new supervising officer/authority.

Provisions shall explain the sex offender's need to share openly during treatment discussion, to complete assignments, to hold confidential disclosures within the group, and the consequences for failing to comply.

The Program Terms and Conditions Contract shall explain the sex offender's due process rights during suspension or termination from treatment, and steps to

redress wrongs he/she feels he/she suffered during treatment or suspension from treatment.

Provisions shall include that sex offenders on aftercare status forfeit aftercare status if the sex offender engages in high risk behavior that subjects the sex offender to parole violation or furlough suspension.

The duration of each sex offender's treatment cannot be pre-determined. The Program Terms and Conditions shall not state the exact number of sessions or time span for treatment.

The sex offender shall be informed that any lawsuit initiated or threatened against his/her therapist shall result in suspension from all future treatment with this same therapist or Service Provider's agency.

The Service Provider shall obtain the sex offender's written consent to release, obtain, and share treatment and assessment reports with PSD Healthcare Unit. This consent must be obtained on the first day of treatment and a copy shall be provided to the SOTP Administrator.

Provisions shall explain that continuation of the sex offender's SOTP participation is contingent upon funding through PSD and that treatment may be suspended for lack of funds.

#### Consent for Telepsychology

Only virtual/remote/video communications approved by PSD are allowed for SOTP services and must be approved by the SOTP Administrator. Prior to the use of any virtual/remote/video platform a signed consent form must be obtained by the sex offender. In the event that a video platform is needed, a telepsychology consent shall include the following:

- The inmate agrees to use the remote/video platform for treatment and assessment purposes.
- The inmate will be provided a clear and complete description of what telepsychology is and how it will be used in their treatment.
- The inmate will be informed that the rules of confidentiality still applies and providers will use a HIPAA compliant platform supplied by PSD through a secure internet connection.
- The inmate will be informed that sessions will NOT be recorded and that only authorized users will be allowed access into the session.

- The inmate will be informed that the session may be interrupted and the privacy of their information NOT guaranteed due to the inherent risks of using a remote/virtual platform for their treatment such as problems with the equipment or the internet connection, limits in the ability of parties to competently use the equipment, or threats to confidentiality such as someone being able to hear the equipment or when someone unauthorized to hear the information enters the physical or virtual space thought to be protected.
- Inmates and therapists have a responsibility to inform each other if someone unauthorized to hear the protected information enters the physical or virtual space inadvertently.
- Participants, both therapist and clients agree to a back-up plan in the event of technical problems.
- The inmate will be informed when virtual/remote/video sessions are no longer necessary or appropriate.
- The inmate will be informed that this consent form does not replace any previously signed consent.
- The inmate must be informed that the withdrawal of this consent may affect his ability to continue participation in the program and result in a change to his either his work furlough status or delay his eligibility for parole.

Voluntary Withdrawal by Sex Offenders and Termination from Sex Offender Treatment: Participation in Sex Offender Treatment Programming is typically required by the Hawaii Paroling Authority for any sex offender seeking parole release, but participation in any treatment program is voluntary. As a consequence, the Service Provider's therapists must alert any sex offender who chooses to withdraw voluntarily from treatment or who is terminated by the therapists that he/she may face prolonged incarceration at the discretion of the Parole Board.

The Service Provider will notify the designated correctional facility/center staff **within 2 hours** if a sex offender scheduled for treatment fails to attend.

To any sex offender who fails to appear for two (2) consecutive treatment sessions, the Service Provider shall inquire of the sex offender in writing, within forty-eight (48) hours of the sex offender's second failure to appear, whether the

sex offender is withdrawing voluntarily from participation. In that same letter, the Service Provider shall alert the sex offender that his/her failure to attend four (4) consecutive sessions without excusable cause shall result in termination from treatment.

A sex offender who fails to attend four (4) treatment sessions without due cause or an excused absence shall be notified by the Service Provider that his/her participation from the program faces termination. A photocopy of the Termination Letter shall be forwarded immediately to the SOTP Administrator.

The Service Provider's therapists have the right to suspend from treatment any sex offender whose participation is disruptive to the group process or who maintains his/her innocence twelve (12) weeks after the onset of treatment that he/she committed the sexual offense that led to his/her conviction. Any offender who maintains his/her innocence must be suspended, to allow another sex offender to make progress toward rehabilitation and to allow the innocent sex offender the right to avoid self-incrimination. Prior to suspension, the Service Provider's therapists shall inform the sex offender that his/her current level of participation or accountability is unacceptable and explain to the sex offender the necessary steps he/she must take to redeem his/her situation in order to remain in the program. The Service Provider's therapists will also provide the inmate with written notification. The Service Provider shall forward a photocopy of the Warning Letter to the SOTP Administrator.

The Service Provider's therapists shall not allow any sex offender to "complete" the treatment program while remaining in denial that he/she committed the sex offense that led to his/her incarceration.

The Service Provider may not form a separate treatment group or provide individual sessions for sex offenders who maintain their innocence past the twelve (12) weeks initial probationary period after the onset of treatment unless the Service Provider provides such service pro bono and without billing PSD. Further, such treatment shall only proceed with prior consent from the SOTP Administrator.

The Service Provider may terminate any sex offender whose violent actions in group, or threats of violence against the therapists, group members, or himself/herself, is perceived as presenting an imminent danger. The sex offender shall be informed of his/her termination in writing by the Service Provider within forty-eight (48) hours of the incident, with a photocopy forwarded to the SOTP Administrator.

A sex offender shall not be terminated from treatment if his/her absence is due to events beyond his/her control, such as illness, correctional facility/center lock-

down, pending misconduct hearing, or lack of transportation escort by correctional facility/center staff to the meeting site. In such cases, the sex offender shall remain an actively enrolled participant in treatment and shall be recorded on the attendance roster as having an “Excused Absence.” If the sex offender is unable to catch up with his/her group’s progress made during his/her absence, the Service Provider may require the sex offender to repeat the portion of the curriculum he/she missed.

A sex offender shall be afforded and remain in treatment even if his/her level of participation is adversely affected by diminished capabilities, such as language skills, mental disorder, or disability, provided that the sex offender is perceived as making a concerted effort to benefit from the treatment. In such cases, the Service Provider shall consult with the SOTP Administrator to determine if a more suitable treatment placement is a viable alternative, or if additional resources (e.g., tutoring, translator, additional individual treatment) can be provided.

A sex offender shall not be terminated from treatment without due cause.

A sex offender shall not be terminated from treatment for refusing to submit to a polygraph examination, nor if he/she fails to pass a polygraph. Any post-polygraph confessions cannot be used to terminate a sex offender on the excuse that he/she has not been totally honest during treatment. A sex offender’s right to avoid self-incrimination for any previously unknown crime applies throughout his/her treatment.

In order to ensure the sex offender’s rights to due process when terminated, the SOTP Administrator may act as mediator if the sex offender desires re-instatement.

- 2. Continuum of Sex Offender Treatment (e.g. Group or Individual Treatment Sessions):** The Service Provider shall provide sex offender treatment sessions to groups of eight (8) to fifteen (15) sex offenders, with ten (10) being the ideal number (with the exception of situations like COVID which results in a reduced number of inmates that can safely attend group; also exception at WCCC where sessions are conducted individually). Each sex offender treatment session shall be of approximately two (2) hours in duration, but may be shorter at the Service Provider discretion. Sessions longer than two hours need SOTP Administrator’s approval. No services provided in the correctional facilities shall be provided on holidays observed by the State, including bi-annual election days.

The scheduling of sex offender treatment session days and hours shall be arranged jointly between the Service Provider and the correctional facility’s/center’s Program Coordinator for the mutual convenience of the Service Provider and the correctional facility/center.

Continuum of sex offender treatment groups are held two (2) times per week (WCCC sessions are held once per week). Aftercare sex offender treatment groups are held one (1) time per week (including WCCC). The following is the anticipated number of groups by correctional facility/center:

<u>Correctional Facility/Center</u>	<u>Type of Group</u>	<u>Number of Groups/Week</u>
HCF	Continuum	about 3-8
KCF	Continuum	about 3-4
WCCC	Continuum	1 individual session per week
	Aftercare	1 individual session per week
HCCC	Aftercare	about 1
OCCC	Aftercare	about 1-2
MCCC	Aftercare	about 1
KCCC	Aftercare	about 1

Service Provider shall provide its sex offender treatment to incarcerated sex offenders at the designated correctional facility/center, Monday through Friday, including possible evening and weekend hours.

The correctional facility's/center's Warden or Warden's designee shall preapprove the days and hours that the Service Provider delivers its sex offender treatment to incarcerated sex offenders.

Holidays: Service Provider shall NOT provide its sex offender treatment at the correctional facility/center on any established State or Federal holiday, in which State employees are granted holiday leave. The following is a list of the holidays:

New Year's Day  
 Dr. Martin Luther King, Jr. Day  
 Presidents' Day  
 Prince Jonah Kuhio Kalaniana'ole Day  
 Good Friday  
 Memorial Day  
 King Kamehameha I Day  
 Independence Day  
 Statehood Day  
 Labor Day  
 General Election Day, as applicable  
 Veteran's Day  
 Thanksgiving Day  
 Christmas Day

Also included are any days designated by proclamation by the President of the United States or by the State of Hawaii's Governor as a holiday.

Holidays shall have no impact upon the total number of sex offender treatment sessions delivered. Any sex offender treatment session canceled because of a holiday shall be offered at a later date until the full sex offender treatment curriculum is delivered.

For incarcerated sex offenders in sex offender treatment at the HCF, KCF, and WCCC, the delivery of sex offender treatment shall continue until the sex offender treatment curriculum has been delivered to each incarcerated sex offender to the Service Provider's therapist's satisfaction.

Because every correctional facility/center is subject to disruptions such as unscheduled lockdowns, inmate disturbances, shortage of staff, etc., the Service Provider's staff shall expect cancellations or delays of sex offender treatment sessions to incarcerated sex offenders.

Prior to traveling to the correctional facility/center before each sex offender treatment session, the Service Provider's staff shall telephone the Program Coordinator at the correctional facility/center to confirm whether the sex offender treatment session will be feasible that day.

PSD shall not pay the Service Provider for undelivered services when confirmation for the sex offender treatment session is not received prior to the Service Provider's proceeding to the correctional facility/center.

If prior notification of the correctional facility's/center's disruption or lockdown was given to the Service Provider by the correctional facility/center, the Service Provider shall not be paid for any session canceled beforehand because of correctional facility's/center's disruption, as it shall be expected that a replacement session shall be scheduled at a later date until the full number of contracted sessions is delivered. (See the Payment Section on "partial payment" for any session interrupted once the session starts or for any sessions canceled after the Service Provider's staff have arrived at the correctional facility's/center's gate.)

All Service Provider's staff entering the correctional facility/center shall present themselves with photograph identification and all other necessary documents (e.g. car insurance, etc.) to the security control station and shall log-in their actual arrival time and shall log-out upon actual exiting time, unless otherwise instructed by correctional staff. This procedure is necessary to alert correctional facility/center staff that the Service Provider's staff are inside the correctional facility/center, in

the event of a disturbance or natural disaster, during which the Service Provider's staff's safety may be in jeopardy.

Within each correctional facility/center, the Service Provider's staff shall follow the instructions of the correctional officers at all times. If ordered to move to another part of the correctional facility/center, the Service Provider's staff shall not question the order, but shall follow instructions immediately, for their own protection as well as to allow correctional facility's/center's staff to perform their emergency duties as quickly as possible.

Any interruptions to the delivery of services due to unforeseen situations at a correctional facility/center shall be reported by the Service Provider to the SOTP Administrator, who shall investigate the cause for the interruption, and may then inform the Service Provider of the findings. The Service Provider's staff shall NOT lodge any complaints directly to the correctional facility's/center's Warden or staff, or attempt to investigate such interruptions on their own.

Whenever sex offenders participating in SOTP sessions contact a therapist outside of group, assistance offered must be sex offending-specific and the offender encouraged to address the issue in their next session (the contact made should be included in the monthly report). If the issue is not sex offending-specific, the inmate shall be referred to appropriate facility staff. If the offender is not a current client, encourage the offender to submit an inmate request form to their facility case manager or if appropriate, to the SOTP Administrator.

The Service Provider must redirect any unauthorized/unscheduled inmates to follow proper protocol to get their needs met thru their facility case manager and if appropriate, instructed to submit a request to the Department's SOTP Administrator.

At any point in working with a client should therapists encounter inmates struggling with mental health needs **but whom are not an immediate threat** shall inform the SOTP Administrator who may refer them to PSD Healthcare unit.

The Service Provider shall immediately report to facility security staff or facility's Program Coordinator any client's violation of the law, indications of substance use, reported suicidal/homicidal ideations made by client, or failure to meet evaluation, interview, or other appointments.

Substitution to Fill Vacated Treatment Slots: The Service Provider shall conduct SEMI-OPEN rather than CLOSED groups to new sex offender participants. Whenever group size falls below ten (10) sex offenders, the Service Provider shall replace each sex offender who withdraws or is terminated from treatment with another sex offender in order to maintain approximate group size (with the except of situations

like COVID which reduced the number inmates that can safely attend group). For medium or minimum security sex offenders, the Service Provider shall be allowed to wait to fill each vacated treatment slot until the current phase, module, or component of the treatment curriculum is completed, but not longer than 90 days after a treatment slot is vacant (with the possible exception of sessions at WCCC).

The Service Provider's therapists may elect to offer individual "catch-up" treatment sessions to a sex offender who enters a module for group treatment late.

Individual treatment sessions shall NOT be scheduled for issues that may otherwise be shared in group format (with the possible exception of sessions at WCCC).

Treatment Plan: The treatment plan per sex offender shall include provisions explaining the limited confidentiality of the sex offender's statements to the therapists, and to whom progress reports shall be forwarded (e.g. SOTP Administrator and HPA Parole Board), and to whom reports shall not be forwarded (e.g. Prosecutor, sex offender's attorney).

The treatment plan shall include provisions explaining that all sex offender treatment reports and assessment results generated during the sex offender's course of treatment are automatically forwarded to the HPA Parole Board, who will not release the reports or their contents at a later date to the sex offender, his/her family, or his/her attorney. Provisions will explain that upon parole, the HPA Parole Board may forward the sex offender's treatment records to the sex offender's new supervising officer/authority.

Provisions shall explain the sex offender's need to share openly during treatment discussion, to complete assignments, to hold confidential disclosures within the group, and the consequences for failing to comply.

The treatment plan shall explain the sex offender's due process rights during suspension or termination, and steps to redress wrongs he/she feels he/she suffered during treatment or suspension from treatment.

Treatment Curriculum: The treatment curriculum delivered to sex offenders shall be standards-based and evidence-based. The Service Provider's therapists shall use performance-based criteria to judge the acquisition and demonstration of coping skills when determining the progress of each sex offender receiving treatment.

The principles of relapse prevention that apply to treatment programs in sexual assault focus on: cognitive skills training to reduce thinking errors; skills training in social interactions, anger management, assertiveness, communications, self-awareness, healthy sexuality, and victim empathy; acquisition of skills to recognize and cope with high-risk situations, self-gratification, and abuse.

Service Provider shall present appropriate COGNITIVE SKILL–BASED modules to each sex offender based upon a needs-based assessment:

1. Relapse Prevention, Cycle of Abuse
2. Anger/Stress Management
3. Human Sexuality
4. Social Skills
5. Parenting
6. Communication Skills
7. Empathy Training
8. Sex Roles and Stereotype
9. Family Reunification
10. Apology Letter
11. Identifying Strengths and Needs
12. Aftercare

*Because each sex offender must achieve different goals, the Service Provider does not need to offer all sex offenders the same sex offender treatment regimen. Service Provider may specialize in offering only those modules that the Service Provider is most qualified to provide.*

Service Provider shall provide the following services during preparation of the treatment program's curriculum:

- Prior to the delivery of any sex offender treatment, the Service Provider's staff/therapist shall meet with the SOTP Administrator to review the appropriateness of each module of the sex offender treatment curriculum. Each module of the sex offender treatment curriculum shall be specific in addressing sex offending.

Aftercare and Family Reunification modules may be waived as part of the curriculum for incarcerated sex offenders housed in medium and minimum security correctional facilities (i.e., HCF, WCCC, and KCF) but must be included for furloughed or paroled sex offenders.

- The Service Provider's curriculum shall focus on knowledge acquisition, skill acquisition, and skill demonstration. Each lesson of each module in the Service Provider's sex offender treatment curriculum shall include role rehearsal, role play, and the practice of learned skills.
- The Service Provider shall remove any module (e.g., Self Esteem) or any modality (e.g., psychoanalytic talk therapy) that is not proven by evidence to

be effective in reducing criminal behavior from the sex offender treatment curriculum.

Exploration of any sex offender's past traumatic childhood experiences that may have induced PTSD shall not be addressed in SOTP. Instead, the Service Provider's therapists shall refer the sex offender to an appropriate mental health service provider to include PSD's psychiatrists and PSD's Health Care Division.

Tools to implement the curriculum shall include, but are not limited to, the following: a) lesson plans; b) audio-visual teaching aides for treatment presentations; c) familiarity with the performance-based standards to evaluate each sex offender's progress in treatment; d) treatment manuals, therapeutic training materials, and sex offender workbooks as needed to implement the curriculum; e) progress reports and attendance rosters in a format approved by PSD. The Service Provider shall provide one copy of the Service Provider's treatment curriculum and its lesson plans to PSD when submitting its proposal in response to this Request for Proposal.

Workbooks: Because of potential lockdown situations at the correctional facility/center, at which times the Service Provider's therapists may be prohibited from entering the correctional facility/center or sex offenders may be prevented from moving to the assigned treatment area, the Service Provider may engage in workbook or lesson assignment monitoring via mail. Such correspondence is not intended to replace or substitute for the delivery of the treatment curriculum through treatment groups, but is intended to provide continuity for sex offenders during lockdowns until sex offender treatment groups can resume. Monitoring sex offenders' progress through workbooks will be time-limited, and will be implemented in consultation with the SOTP Administrator.

The use of telepsychology will also be time-limited and will only be implemented in consultation with the SOTP Administrator.

The appropriateness of the Service Provider's treatment curriculum, whether as to content or delivery, shall be reviewed by PSD, and any decision by PSD to implement remedial changes shall be binding upon the Service Provider. The SOTP Administrator shall approve all curriculum and tools to implement the curriculum.

The Service Provider shall allow the SOTP Administrator or Designee to monitor the Service Provider's Therapists' compliance and evaluate services performed. Unacceptable professional practice or deviations from the curriculum shall be evaluated by the SOTP Administrator, who may at any time suspend or terminate the services under the provisions of this contract. Prior to such suspension of the contract by the Administrator; however, the Service Provider shall be allowed to

make every effort to correct any perceived questionable conduct by its therapists and shall be given reasonable time to do so. Reasonable time shall be determined by the SOTP Administrator, but thirty (30) days is typical.

The Service Provider may not bill PSD for the time spent by the Service Provider's therapists preparing or reviewing workbook lessons, or for the expenses incurred in monitoring assignments via mail. Feedback presented by the Service Provider's therapists to a sex offender who is seen face-to-face in an individual session shall be billed at the rate consistent with individual treatment sessions.

3. **Program Completion and Clinical Discharge in the Community:** The decision to clinically discharge a sex offender from treatment will be performance-based. Sex offenders who demonstrate improvement will be eligible for clinical discharge before they have completed their full term on parole.

For furloughed or paroled sex offenders, participation in SOTP in the community shall be considered Aftercare treatment. Aftercare is not a continuation or repetition of modules mastered in a secure facility, but focuses on issues a specific sex offender encounters in his/her current environment that may precipitate sexual re-offending.

Because the sex offender has earned community status by successfully completing an SOTP curriculum in a secure setting, the Service Provider shall provide an Aftercare curriculum. Imposing another full treatment curriculum on a community-based sex offender will be grounds for contract termination.

The Service Provider shall provide Aftercare treatment that is sex offending specific. The Service Provider can recommend (in collaboration with offender's assigned PSD case manager or HPA supervising officer) other available programs (e.g., substance abuse treatment, vocational rehabilitation) to address his/her non-sex offending issues.

For furloughed or paroled sex offenders, with the support of their supervising officer, aftercare sex offender treatment shall progress through stages to eventual clinical discharge. Within the first year of furlough or parole, but no later than the end of the twelfth (12<sup>th</sup>) month of treatment on parole, the Service Provider shall consider reducing the sex offender's monthly attendance to once, twice, or three times per month instead of weekly attendance. If the Service Provider believes the sex offender should maintain weekly attendance beyond the close of the first year, the Service Provider shall send written justification to the SOTP Administrator who may accept or reject the Service Provider's continued Aftercare treatment plan, and shall respond in- writing. Sex offenders not approved by the SOTP Administrator shall NOT be continued in sex offender treatment.

At any time during the second year of treatment on furlough or parole, but no later than the end of the twenty-fourth (24<sup>th</sup>) month of treatment on parole, the Service Provider shall consider placing the sex offender on once per month treatment sessions or less frequently if deemed appropriate by the therapist.

The Service Provider's therapists shall not require a sex offender to remain in treatment for the sole purpose of facilitating the progress of newer sex offenders in a group. Any facilitation provided by a sex offender who has successfully completed treatment must be voluntary and approved by the SOTP Administrator. The Service Provider shall not bill the sex offender or PSD for the assistance offered by a sex offender who voluntarily attends group sessions.

Monthly aftercare treatment sessions may continue (as may be recommended by their supervisory officer) provided polygraph examinations are conducted no less frequently than once yearly. Clinical discharge may be awarded to the sex offender at any time during aftercare status (in collaboration with supervisory officer).

For any sex offender who fails to make progress toward clinical discharge during aftercare status, the Service Provider shall consider termination of sex offender treatment services. A sex offender shall forfeit aftercare status if the sex offender engages in high risk behavior that subjects the sex offender to parole violation or furlough suspension.

Additional sessions aside from group for sex offenders in Aftercare may be done as needed and approved by SOTP Administrator (i.e. family reunification, couples, etc.)

Individual sessions shall NOT be scheduled for issues that may otherwise be shared in group format (with the possible exception of sessions at WCCC).

The Service Provider shall notify the SOTP Administrator in writing: a) of additional treatment recommendations needed for each offender, or b) of concerns paramount to the preservation of community safety.

4. **Subcontracted Psychosexual Assessments, Polygraphs, Translators, Tutors, and Other Services:** The Service Provider may subcontract those services that the Service Provider's staff cannot deliver themselves such as psychosexual assessments, polygraphs, translators, tutors, and other services such as modules 1-12, subject to the prior approval of the SOTP Administrator. Referrals must receive prior approval of the SOTP Administrator. Service Providers will coordinate services with ASL or ESL interpreters as directed by SOTP Administrator. Referrals are subject to refusal if they strain the Service Provider's budget to provide sex offender treatment.

PSD shall approve the Service Provider's staff and Subcontractors who will be providing the services related to this RFP. Service Provider's staff shall immediately notify PSD if there is a change in Service Provider's staffing or Subcontractors.

The Service Provider shall subcontract polygraph services that have a certification which includes, but is not limited to the following:

National Polygraph Association  
American Polygraph Association  
American Association of Police Polygraphists  
Hawaii Polygraph Examiners of America

If Subcontractors are to be used, a statement from each Subcontractor must be included, signed by an individual authorized to legally bind the Subcontractor and stating:

- 1) Subcontractor's name, mailing address, telephone number, fax number, and contact person
- 2) General scope of work to be performed by the Subcontractor, and
- 3) Subcontractor's willingness to perform the work indicated
- 4) Subcontractor's qualifications (e.g. licenses, certifications, degree/transcripts and copy of proof provided) and past experience.
- 5) Subcontractor's staff's criminal background check (non-compensable to the Service Provider or PSD)
- 6) Include a statement from the Subcontractor stating its willingness to complete the mandatory VolinCor and PREA training (non-compensable to the Service Provider or PSD) as soon as possible, and include their willingness to complete reorientation/retraining as deemed appropriate by PSD.

The Service Provider shall utilize Subcontractors who are located on the island where the sex offender treatment services related to this RFP is delivered, unless its Subcontractors who are not located on the island does not charge *interisland travel costs (e.g. airfare, rental car, lodging, etc.)* to provide the subcontracted services.

If multiple qualified Subcontractors are available, the Service Provider shall fairly distribute its work assigned to its Subcontractors. If there are any legitimate concerns (e.g. boundary issues, subpar work, etc.) with a particular Subcontractors, proper documentation shall be provided to PSD, and PSD shall determine the course of action thereafter.

If in extreme circumstances such as illness, accident, arrest, or death, the Service Provider seeks to utilize a Subcontractor who is not located on the island where the sex offender treatment services related to this RFP is delivered, a written approval must be granted from the SOTP Administrator.

The Service Provider shall only utilize Subcontractors who request “reasonable”\* payment compensation for services to be rendered.

\*“Reasonable” is the price that a prudent and competent buyer would be willing to pay given available data on market conditions and all-inclusive costs.

Treatment Services shall not be subcontracted except in extreme circumstances such as illness, accident, arrest, or death of the Service Provider’s Therapist and should only be subcontracted if there would be a negative impact on the Service Provider’s delivery of services to PSD’s sex offenders, or a service module as stated on page 2-19, that is not offered by the awarded Service Provider. A written approval must be granted from the SOTP Administrator.

Personnel employed as a Subcontractor are subject to the same qualifications and/or restrictions as specified for the Service Provider’s personnel (See Personnel section herein.) including VOLinCOR and PREA requirements.

Students (interns or practicum students) are also subject to the same qualifications and/or restrictions as specified for the Service Provider’s personnel, including VOLinCOR and PREA requirements.

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

(Service Provider’s staff/employees includes all applicable staff including staff/interns as well as employees of Subcontractors)

**1. Administrative**

- a. Neither the Service Provider nor the Service Provider’s staff or Subcontractors shall disclose to a client, whether verbally or in writing, any information about any other sex offender who may be currently be receiving SOTP services, or who received services in the past, or who may receive services in the future. A Service Provider’s distribution of any written documents pertaining to disagreements between the Service Provider and PSD, including the distribution of correspondence, rulings or opinions expressed by the Service Provider and PSD about a dispute, shall be grounds for immediate contract termination.

- b. Service Provider shall operate their program in accordance with all Federal, State, and County laws, administrative rules, regulations, ordinances, etc. and terms or conditions of PSD
- c. Service Provider shall comply with applicable, PSD's Policies and Procedures, Federal (e.g. ADA), State of Hawaii, and County Codes, Regulations, Rules, and Laws (i.e., Fire Code, Health Care, etc.).
- d. Service Provider shall coordinate program activities, appointments and interviews with correctional case managers, security staff, other correctional staff, parole officers, etc.
- e. Service Provider shall supervise, train, and provide administrative direction relative to the delivery of sex offender treatment.
- f. Service Provider shall immediately report of any knowledge of criminal activity by an offender, whether potential or actual, to the PSD.
- g. Service Provider shall submit a copy of its operating policies and procedures to PSD when requested. The copy is to be provided at the Service Provider's expense.
- h. As ruled by the Office of Information Practices, PSD may withhold from inspection by the sex offending inmate or parolee or his/her attorney, all confidential progress reports, assessment reports, and treatment recommendations provided by the Service Provider, unless instructed otherwise by the Department of the Attorney General. Whenever the Service Provider is requested by the inmates, parolees, or his/her family, or his/her attorney, to provide assessment reports or treatment progress reports to the his/her family, or his/her attorney, the Service Provider shall inform the requesting party that such reports are the property of PSD, and that all requests should be directed to the SOTP Administrator. The Service Provider shall notify the SOTP Administrator, that such a request was made. The Service Provider shall not release such reports directly to the offenders or parolees or to any party representing the inmates or parolees. Hawaii Revised Statutes (HRS) Chapter 92, Section F-22 (1) (B) prohibits the release of confidential records that were previously submitted to criminal justice agencies.
- i. Service Provider shall allow the appropriate agency's (i.e. PSD, HPA, Office of Youth Services, Attorney General, and Judiciary) staff to use the Correctional Program Checklist (CPC). Provider shall be willing to cooperate with the staff and findings from the CPC.

*CPC is a tool to assess whether a program has the capability to deliver evidence-based interventions and services for offenders and meets the principles of risk, need, responsivity, and treatment.*

- j. Service Provider shall develop and maintain fiscal, statistical, and administrative records pertaining to services as specified by PSD.
- k. Service Provider shall **openly communicate** with all PSD staff.
- l. Service Provider shall participate in meetings with PSD staff in order to ensure appropriate treatment is being provided, and services are being coordinated properly. PSD shall determine frequency and modality of meetings.

## 2. **Personnel**

(Service Provider's staff/employees includes all applicable staff including staff/interns as well as employees of Subcontractors)

- a. Service Provider and/or Subcontractor shall notify each of its employees as well as students, interns, and employees of any Subcontractors, who provide services to any person committed to the custody of the Director of PSD for imprisonment that they are subject to the following statutes of the HRS Sections 707-731 and 707-732:

HRS section 707-731(1)(c) states that a person commits the offense of sexual assault in the second degree if that person, while employed (i) in a state correctional facility; (ii) by a private company providing services at a correctional facility; (iii) by a private company providing community-based residential services to inmates and having received notice of this statute; (iv) by a private correctional facility operating in the State of Hawaii; or (v) as a law enforcement officer . . . , knowingly subjects to sexual penetration an imprisoned person, a person confined to a detention facility, a person committed to the director of public safety, a person residing in a private correctional facility operating in the State of Hawaii, or a person in custody; provided that paragraph b and this paragraph shall not be construed to prohibit a law enforcement officer from performing a lawful search pursuant to a warrant or exception to the warrant clause[.]

HRS section 707-731(1)(d) states that a person commits the offense of sexual assault in the second degree if that person knowingly subjects to sexual penetration a minor who is at least sixteen years old and the person is contemporaneously acting in a professional capacity to instruct,

advise, or supervise the minor; provided that: (i) the person is not less than five years older than the minor; and (ii) the person is not legally married to the minor.

HRS section 707-732(1)(e) states that a person commits the offense of sexual assault in the third degree if the person, while employed: (i) in a state correctional facility; (ii) by a private company providing services at a correctional facility; (iii) by a private company providing community-based residential services to persons committed to the director of public safety and having received notice of this statute; (iv) by a private correctional facility operating in the State of Hawaii; or (v) as a law enforcement officer . . . , knowingly subjects to sexual contact an imprisoned person, a person confined to a detention facility, a person committed to the director of public safety, a person residing in a private correctional facility operating in the State of Hawaii, or a person in custody, or causes the person to have sexual contact with the actor[.]

In addition, the Service Provider and any Subcontractor shall maintain a copy of the aforementioned statutes and shall maintain in each of the aforementioned employees and employees of any Subcontractors' file written documentation that the employee has received notice of the statutes.

Due to the offenders and parolees under this contract being under the jurisdiction of the PSD and HPA, the Service Provider shall employ staff that is suitable to deal with these offenders and parolees. The Service Provider shall not hire persons currently serving a criminal sentence (i.e., on furlough from a correctional facility/center, on probation, on parole, or under the terms of a DAG/DANC plea). All staff, including employees or Subcontractors, providing services shall first be pre-approved by PSD. If Service Provider desires to include staff with a criminal history, the Service Provider shall provide the criminal history and justification for retention when presented to PSD for pre-approval. PSD will review and if approved, agree to the employment of the Service Provider's staff and Subcontractors, in writing.

- b. Service Provider and all its staff and Subcontractors providing services shall successfully complete PSD's VolinCor and PREA training. If a VolinCor or PREA training date is not available before the contract is in place, VolinCor or PREA training shall be completed as soon as possible. Service Provider shall coordinate the VolinCor and PREA training dates/times with PSD to include reorientation/retraining as deemed appropriate by PSD.

Service Provider shall understand and comply with 28 Code of Federal Regulations 115: PREA National Standards, hereafter referred to as the PREA Standards. In relation to PREA Standards, PSD requires that the Provider, its staff, and Subcontractor attend a mandatory PREA Standards training class and if applicable, a specialized PREA Standards training for Health Care workers and Investigators. PSD shall monitor the Service Provider, its staff, and Subcontractor's compliance with the PREA Standards.

If the Service Provider meets the PREA definition of community confinement facility and provides services to PSD's offenders as a community confinement facility, then the Service Provider must adopt the relevant PREA Standards applicable to Community Confinement Facilities, which can be found at [www.prearesourcecenter.org](http://www.prearesourcecenter.org). The Service Provider, its staff, and Subcontractors are required to cooperate with any mandated PREA Standards Audits scheduled by PSD, as dictated by the PREA Standards. The PREA Standards related to the audit process are incorporated in CFR 115.401 to 115.405. PSD shall cover the costs associated with a PREA Standards Audit for the Service Provider who meets the definition of a community confinement facility.

- c. Service Provider shall train all staff (including students/interns and Subcontractors) in sex offender confidentiality issues, ethical and professional boundaries, and program quality assurance requirements, etc.
- d. PROVIDER shall maintain a record of any unauthorized/unscheduled contact with inmates that includes the date/time/name of inmate, mean (mode of communication), where it occurred, a brief description of what took place, and a PROVIDER signature that can be produced upon request.
- e. Service Provider shall comply with all Federal, State, and County laws, administrative rules, regulations, ordinances, etc. and terms or conditions of PSD.
- f. Prior to providing any sex offender treatment to sex offenders, the Service Provider shall supply the resumes, degree/transcripts and applicable license of its therapists to the SOTP Administrator to verify that they meet the qualifications of training and experience to deliver the sex offender treatment. Service Provider shall notify the SOTP Administrator of any changes in personnel, and supply the resumes, degree/transcripts and applicable license of any new therapist. The SOTP Administrator shall approve staff.

- g. Service Provider shall be responsible for providing qualified therapists. The Service Provider shall not use therapists employed by the State of Hawaii to deliver therapeutic services unless the therapists have first contacted the State Ethics Commission questioning if such secondary employment is allowed and received a written response indicating that employment under a contract with the State does not violate the State Code of Ethics.
- h. Service Provider shall maintain staffing for uninterrupted delivery of services throughout the course of treatment. Frequent turnover in Service Provider's staff or subcontractors may be grounds for contract termination or funding reduction.
- i. The Service Provider's therapist shall receive instructions directly from the Director of the Service Provider.

### 3. **Experience**

- a. Service Provider shall provide a description of projects/contracts pertinent to the proposed services. Service Provider shall include points of contact, addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience.
  - List of experience as an agency providing sex offender treatment
  - List of experience as an agency providing services to offenders and their families.
  - List of contracts performed for PSD;
  - List of other prior contracts with the public sector in providing services in general and for offenders specifically. Discuss any problems or difficulties encountered in prior contracts. Service Provider shall provide a point of contact and telephone number for each contract listed. PSD reserves the right to contact any of the listed points of contact to inquire about the Service Provider's past service performance and personnel;
  - Success Service Provider has had in recruiting and retaining quality staff;
- b. Service Provider must have a minimum of one (1) year of successful experience in dealing with sex offending inmates, parolees, or probationers.

### 4. **Proposed Staffing & Staff Qualifications**

(Service Provider's staff/employees includes all applicable staff including staff/interns as well as employees of Subcontractors)

- a. The Service Provider shall provide a minimum of two (2) therapists to co-facilitate each group treatment session. A single therapist (provided they hold an applicable Hawaii license and a master's level degree in a social or behavioral science) shall be allowed to conduct group treatment sessions during the absence of the co-facilitating therapist(s) for no longer than four sessions. After four sessions without two therapists, further sessions shall be cancelled until a co-facilitating therapist returns or a suitable replacement can be found. Individual sessions, screening interviews, and pre-screening file reviews may be performed by a single licensed or license-supervised therapist.
- b. The minimum qualifications of each group's primary therapist shall be Hawaii licensed (applicable to services), hold a master's degree in a social or behavioral science, and have at least one-year experience working with sex offenders using the relapse prevention model. The minimum qualifications of the secondary therapists(s) shall be a bachelor's degree. Experience working with sex offenders is not a requirement for the secondary therapist.
- c. The Service Provider may subcontract those services that the Service Provider's staff cannot deliver themselves.

PSD shall approve the Service Provider's staff and Subcontractors who will be providing the services related to this RFP. Service Provider's staff shall immediately notify PSD if there is a change in Service Provider's staffing or Subcontractors.

The Service Provider may subcontract with another specialized Service Provider to deliver ancillary services (e.g. parenting, polygraph, etc.), subject to prior approval by the SOTP Administrator. Polygraphs should not be for pretreatment. Polygraphs may be utilized for sex offenders with denial issues but otherwise conducted towards the end of the core curriculum. Referrals must receive the prior approval of the SOTP Administrator, and are subject to refusal by the SOTP Administrator.

- d. Practicum Students and Interns: The Service Provider shall allow practicum students or interns assigned to PSD, or hired by the Service Provider, whether paid or unpaid, to attend group treatment sessions as part of the student's training in providing treatment to sex offenders. The students may be assigned tasks by PSD in addition to tasks provided by the Service Provider, in which case the student's supervision on Departmental task shall be provided by PSD. PSD may allow the Service Provider to deploy students in tasks suitable to the student's level of expertise, such

as acting as secondary group co-facilitator in the absence of one of the Service Provider's staff, or conducting psychopathy assessment, or paper-and-pencil testing. However, any expenses for services performed by practicum students or interns shall not be charged to PSD.

If PSD assigns students or interns to conduct individual treatment sessions for sex offenders who are simultaneously enrolled in the Service Provider's treatment groups, the Service Provider's therapists shall allow each student to monitor the sex offender's progress in group treatment by attending the Service Provider's group treatment sessions.

## **5. Supervision and Training**

- a. The Service Provider is responsible for direct supervision of all staff and Subcontractors assigned to provide services.
- b. Service Provider shall train all staff, students/interns and Subcontractor's in offender and parolee confidentiality issues, ethical and professional boundaries, and program quality assurance requirements, etc.

## **6. Quality assurance and evaluation specifications**

Service Provider shall ensure quality assurance and ongoing evaluation of the stated goals, objectives and activities of the program. A mechanism shall be established for receiving, documenting, and responding to consumer grievances, including an appeals process.

Service Provider shall allow PSD to monitor the Service Provider's compliance with the mandates and evaluate the services performed. Based on the assessment/audit report, the Service Provider will develop in concert with the contracting agency, an action plan to address deficiencies.

The Service Provider shall allow the SOTP Administrator or Designee to monitor the Service Provider's Therapists' compliance and evaluate services performed. Unacceptable professional practices or deviations from the curriculum shall be evaluated by the SOTP Administrator, who may at any time suspend or terminate the services under the provisions of this contract for good cause. Prior to such suspension or termination of the contract by the SOTP Administrator, the Service Provider shall be allowed to make every effort to correct any perceived questionable conduct by its staff (e.g. therapist) and shall be given reasonable time to do so. Reasonable time shall be determined by the SOTP Administrator, but thirty (30) days is typical.

The PROVIDER'S employees shall adhere to the Professional Code of Ethics published by the Association for the Treatment of Sexual Abusers (ATSA). It is the responsibility of each PROVIDER to comply with the ATSA Code of Ethics.

The PROVIDER will follow the guidelines for the treatment of sex offenders as set forth by the Hawaii Sex Offender Management Team (SOMT) "Standards of Practice for Treatment Providers." These SOMT Guidelines are available upon request from the Department's SOTP Administrator. New guidelines for the treatment of this population may be developed by SOMT during the course of the contract, and will be implemented upon negotiation to the satisfaction of both the Department's SOTP Administrator and the Service Provider.

## **7. Output and performance/outcome measurements**

The purpose of the Service Provider's work is to treat sex offenders with the goal of increasing their coping skills to manage their impulses to sexually assault. As a result of the therapists' efforts, sex offenders should be able to demonstrate:

- a. Increased cognitive and emotional skill in managing appropriate sexual interactions in society, through the practice of healthy sexuality and sex roles.
- b. Increased cognitive and emotional skill in managing one's personal role in social interactions, through self-awareness, anger management, assertiveness, and communications.
- c. Increased cognitive and emotional skill acquired through Relapse Prevention in order to reduce thinking errors, and promote victim empathy and self-control.

The effectiveness of the Service Provider's efforts shall be gauged by the following criteria:

1. Sex offender's clinical discharge from treatment.
2. Sex offender's arrest for technical parole violation.
3. Sex offender's arrest and conviction for new sex crime.
4. Sex offender's arrest and conviction for new non-sex felony.

## **5. Coordination of Services**

The Service Provider shall coordinate program activities, appointments and interviews with applicable PSD contract monitor, case manager, security

staff, parole officers, community-based offender treatment, programs, or services, etc. Service Provider shall openly communicate with PSD.

The Service Provide shall be flexible in adjusting to changes in the fluctuating population and needs of PSD and its facilities (e.g. COVID-related changes, increase/decrease of the population).

**6. Reporting requirements for program and fiscal data**

The Service Provider shall provide progress reports on each sex offender's treatment progress to the SOTP Administrator. Reports shall be compiled monthly for sex offenders in correctional facility/center and for parolees in the community.

Monthly progress reports shall be submitted with each monthly invoice.

The content of the progress reports: a) shall conform to the format approved by the SOTP Administrator; b) shall be consistent with the treatment curriculum by reflecting the content of each particular treatment phase; and c) will evaluate the performance-based progress of each sex offender. If substantial treatment curriculum revisions occur, progress reports may be modified, upon consultation with the SOTP Administrator.

Monthly progress reports shall include:

1. The first and last name(s) of the sex offender, correctly spelled.
2. The date of the report.
3. The month and year the report covers and the specific dates of service delivery to the sex offender.
4. The name of the agency providing services.
5. The first and last name(s) of the therapist(s) providing the service during the time period covered by the report. Licensed therapist must date, print and sign report.
6. The location (facility) where the service was delivered.
7. The sex offender's program status at the end of the time period covered, the module worked on, and the exact dates for starting and finishing a module.
8. Clearly indicate if a module has been completed.
9. Description of the sex offender's progress in acquiring knowledge, acquiring skills, and demonstrating skills in each pro-social behavior targeted for improvement by the Service Provider's therapists.
10. Describe the sex offender's performance and progress in role play, role rehearsal, and role practice exercises that demonstrate the sex offender's acquisition and competence in pro-social behavior.

11. Monthly progress reports shall sufficiently include discussions with offenders that occur both inside and outside of sessions including referrals to others.
12. One-page progress reports are ideal but if additional pages are needed, indicate in a header "1 of 2" or "2 of 3" as well as the offender name, in the event the pages become separated.
13. Progress reports will indicate when an inmate has completed all SOTP requirements.

Each progress report for each sex offender shall be stamped CONFIDENTIAL in the upper right corner on the first page.

Reports submitted by the Service Provider shall focus on the content of the individual sex offender's progress in treatment. Reports that focus primarily on a sex offender's attendance and speaking skills will be rejected by the SOTP Administrator as insufficient to convey whether the offender has grasped the concepts of the treatment curriculum. The persistent submission of inadequate progress reports and/or late reports may be grounds for contract termination.

The Service Provider shall submit a separate monthly report for individual session(s) that will include the reason why individual session(s) rather than group treatment was necessary to address the offender's issues, the specific problem addressed during the session, the intervention used, the outcome, and any additional problems encountered that may require additional specialized treatment. Also indicate which treatment module the 1:1 session is covering.

Monthly progress reports for group sessions or family sessions will include the stated goals covered during the reporting period; the sex offender's improved performance to reach the stated goal; any problems encountered during the reporting period and how those problems were addressed.

Treatment for sex offenders is often interrupted. The Service Provider shall submit a progress report or reports to summarize the sex offender's treatment up to the date of interruption of services and include any known reason for the disruption.

A letter of program completion should NOT be generated by the Service Provider.

A STABLE risk assessment shall be completed and submitted. The first should be done six months after their release on furlough or parole. Thereafter, it

should be completed once yearly while they remain in the community. STABLE risk assessments are charged as individual treatment sessions.

Whenever the Service Provider is requested by agents from another criminal justice or law enforcement agency (e.g., Adult Probation, Child Protective Services) to provide assessment reports or treatment progress reports to the agency, the Service Provider shall not release such reports directly to the requesting agency but shall inform the agency to direct their request to the SOTP Administrator.

Whenever the Service Provider is contacted by agents from another criminal justice or law enforcement agency and asked to supply any information including unofficial verbal comments about any offender under the Service Provider's care, the Service Provider shall not provide any information and refer them to the SOTP Administrator.

The Service Provider shall notify the SOTP Administrator in writing: a) of additional treatment recommendations needed by each offender, or b) of concerns paramount to the preservation of community safety.

#### **C. Facilities**

Sex offender treatment for incarcerated sex offenders shall be provided by the Service Provider within the PSD's correctional facilities.

The Service Provider shall provide a detailed (e.g. location, accommodation, etc.) description of the facilities it will utilize to provide sex offender treatment to furloughed and paroled sex offenders in the community.

The Service Provider shall clearly demonstrate its adequacy in relation to the proposed services.

If facilities are not presently available, the Service Provider shall describe plans to secure facilities (including projected location) and the timeframe to secure the facilities.

Also the Service Provider shall describe how the facilities will meet ADA requirements, as applicable, and how any special equipment they provide will allow disabled clients access to services.

## **2.5 COMPENSATION AND METHOD OF PAYMENT**

1. Pricing shall be based on a fixed unit of service pricing structure. Proposals shall include unit of cost for each component, as well as a reasonable estimate of the

number of units to be provided. The pricing shall include all taxes, travel, etc. and shall be the all-inclusive cost to the State, and no other charges will be honored.

**Reimbursable Units of Service and Unit Rate:**

Unit cost per sex offender for Screening Interviews

Unit cost per sex offender for Group Session

Unit cost per sex offender for Individual Treatment Session

Unit cost per sex offender for STABLE risk assessment

Unit cost per sex offender for Institutional File Review

Unit cost per sex offender for Family/Spousal Treatment Sessions

**Reimbursable Units for Subcontracted Services and Unit Rates:**

Unit cost per sex offender for Screening Interviews

Unit cost per sex offender for Group Session

Unit cost per sex offender for Individual Treatment Session

Unit cost per sex offender for STABLE risk assessment

Unit cost per sex offender for Institutional File Review

Unit cost per sex offender for Family/Spousal Treatment Sessions

Unit cost per sex offender for other services (polygraphs, translator, etc)

Regardless of size of group, no payment shall be made for operating and administrative costs. Invoices submitted to PSD for treatment shall reflect all costs of conducting services. Service Provider shall monitor the delivery of services so that billing for individual sessions shall not exceed 25% of the billing for group treatment sessions (With the possible exception of sessions at WCCC).

2. Service Provider shall only be paid for services rendered for months in which a current progress report, STABLE risk assessment, or polygraph report has been submitted to the SOTP Administrator. Invoices shall be returned to the Service Provider for re-submission if unaccompanied by applicable report for the period covered by the invoice.

The Service Provider's invoices shall be inclusive of all costs, including subcontracted Service Providers unless such costs are paid by the Service Provider under the terms and conditions provided herein.

Subcontracted services (e.g. polygraph, etc.) shall be paid according to the full cost of the delivered service. The Service Provider may NOT add a surcharge.

3. All invoices shall reference the relevant contract number. If Service Provider conducts multiple services at the same correctional facility/center, a separate invoice shall be submitted for each separate group or separate type of service. For reference, assign each invoice a unique number.

Invoices shall be signed by the Service Provider's designee to verify the accuracy and authenticity.

Along with the invoice, the Service Provider shall attach (1) an attendance sheet with printed sex offender's name and (2) a sign-in sheet that includes the offender's signature. Interview invoices do not require a sign-in sheet but shall include a copy of the provider's letter to the offender informing them of the status of their interview. Invoices for individual sessions do not need to include an attendance sheet but a sign-in sheet is necessary.

The invoice includes:

- Invoices shall be itemized by the name of each sex offender, date and actual start and end times of each session (by group or 1:1) attended during the month. Also include whether the session was interrupted, the location/facility where services took place and indicate if it was for aftercare.
- Indicate unit pricing by hour or by fifteen-minute interval and clearly specify invoice TOTAL.
- If billing for an interrupted session, include a brief explanation.
- ***Signed original*** copy of the invoice by the Service Provider as to the accuracy and authenticity of the offender's presence and participation
- If a Subcontractor performed the services indicate full business names of Subcontractor with location, date and time of each specified service.

The attendance sheet includes:

- Names of attendees by session date; if absent, whether the sex offender was excused or unexcused, and whether the sex offender is in the HOLDING unit and whether or not the sex offender is self-paying or "indigent".

The sign-in sheet includes:

- Location and name of treatment module, date, and the start and end time of session
- Name of attendees and space for each to sign-in
- Individuals sessions must also have sign-in sheets

4. Invoices for Subcontracted services shall indicate the full business name of Subcontractor with location, date and time of each specified service and include a copy of the Subcontractor's invoice.

5. Invoices for virtual/remote/video sessions are billed as though they were done in-

person. Billed as a group for virtual sessions that occurred with more than one inmate at a time or billed as an individual for virtual sessions that occur with only one inmate. Submit any and all sign-in sheets with invoices.

Copies of handouts and offender materials and supplies, administrative costs and case management are included in the service components and shall not be billed separately.

The Service Provider shall submit to PSD's Corrections Program Services the above originals and two (2) copies of the invoice, for payment of delivered services no later than 30 days after the last session for the month. The address is the following:

Department of Public Safety  
 Corrections Program Services  
 Attn: Dr. Gina Camara, Sex Offender Treatment Program Administrator  
 919 Ala Moana Blvd., #405  
 Honolulu, Hawaii 96814

The monthly invoice shall certify the request for payment and PSD's representative shall approve for payment:

I certify that all expenditures reported or payments requested are to the best of my knowledge in full compliance with the terms and conditions of the contract:

Certified Correct and  
 Approved for Payment:

\_\_\_\_\_  
 Service Provider's Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Department Representative

Service Provider shall be compensated in full for each service provided in accordance with the terms and conditions of the resultant Agreement.

PSD shall not pay the Service Provider for any sex offender treatment session canceled because of a holiday, as it shall be expected that a replacement sex offender treatment session shall be scheduled at a later date.

PSD shall not pay the Service Provider for undelivered services when confirmation for the sex offender treatment session is not received **prior** to the Service Provider's proceeding to the correctional facility/center.

The Service Provider shall not bill PSD for any expenses incurred during curriculum development. Service Provider shall not be compensated for time spent in meeting or consultation with PSD.

The Service Provider shall not bill PSD for the time spent by the Service Provider's therapists preparing or reviewing workbook lessons, or for the expenses incurred in monitoring assignments via mail. Feedback presented by the Service Provider's therapists to a sex offender who is seen face-to-face in an individual session shall be billed at the rate consistent with individual treatment sessions.

If prior notification of the correctional facility's/center's disruption or lockdown was given to the Service Provider by PSD or the correctional facility/center, the Service Provider shall not be paid for any session canceled beforehand because of correctional facility's/center's disruption, as it shall be expected that a replacement session shall be scheduled at a later date until the full number of contracted sessions is delivered. If the Service Provider's therapist arrives at the correctional facility/center and prior notification was not given to the Service Provider by the correctional facility/center that a lockdown was in progress or that sessions could not be conducted, partial payment equal to one-half the payment schedule shall be allowed for any scheduled session. Full payment shall be allowed for any session that is interrupted before the session can be completed.

During the Service Provider's delivery of services, State employees may provide training to the Service Provider's therapists, or receive training from the Service Provider's therapists, but neither shall not be paid for their time with funds awarded to the Service Provider.

Service Provider shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application.

The funding amount for this service is estimated at \$453,300.00 for the first year of the contract, and \$453,300.00 for the second year of the contract for the twenty-four (24) month period commencing on the date indicated on the Notice to Proceed. This contract may be extended for two (2) additional twelve (12) months or fraction thereof, subject to the availability of funds and upon mutual agreement in writing.

At the discretion of the Department of Public Safety, funding for a gender and geographic area may be increased or decreased up to twenty-five percent (25%) of the award amount depending on need or lack thereof provided (1) the unit prices will remain the same except for any price adjustments otherwise applicable and (2) the procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

A tax clearance certificate, not over two (2) months old, with an original green certified stamp or a valid Hawaii Compliance Express clearance must accompany the invoice for final payment on the contract.



## **Section 3**

# **Proposal Application Instructions**

## Section 3

# Proposal Application Instructions

### General instructions for completing applications:

- *Proposal Applications shall be submitted to the state purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section however may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through for each section. See sample table of contents in Section 5.*
- *Proposals may be submitted in a three ring binder (Optional).*
- *Tabbing of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in Section 5, Attachment B of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score. Rather than parroting the items in your submission, provide examples and be specific in how you will meet the expectation.*
- *Applicants are **strongly** encouraged to review evaluation criteria in Section 4, Proposal Evaluation when completing the proposal.*
- *This form (SPOH-200A) is available on the SPO website (Refer to Section 1.2 Website Reference). However, the form will not include items specific to each RFP. If using the website form, the applicant must include all items listed in this section.*

### The Proposal Application is comprised of the following sections:

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

COVID-19 Pandemic Response Plan: SOTP office and its providers will make any necessary adjustments to programming that adequately addresses the CDC's guidelines as it is applied to the correctional environment. This may affect contracts and programming on many levels including the RFP process and funding as well as the scope of work (i.e. the flexibility of the

program to adjust to changes, the use of telepsychology, consent for telepsychology, etc). Proposals shall address these areas as applicable.

Items referring to Service Provider's staff/employees includes all applicable staff including staff/interns as well as employees of Subcontractors.

### **3.1 Program Overview**

Applicant shall give a brief overview to orient evaluators as to the program/services being offered. The Applicant must clearly state in their proposal which services they are applying for (continuum of sex offender treatment and/or aftercare sex offender treatment), and at which correctional facility / geographic area.

### **3.2 Experience and Capability**

#### **A. Necessary Skills**

The Applicant shall describe that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services (reference Section 2.3 General Requirements, Section 2.4 Scope of Work, A. Service Activities, item 4 regarding subcontractors, and Section 2.4 Scope of Work, B. Management Requirements, and item 4 regarding proposed staff and staff qualifications).

#### **B. Experience**

The Applicant shall provide a description of projects/contracts pertinent to the proposed services.

1. Applicant shall provide a description of projects/contracts pertinent to the proposed services. Applicant shall include points of contact, addresses, e-mail/phone numbers. The State reserves the right to contact references to verify experience.
  - List of experience as an agency providing sex offender treatment
  - List of experience as an agency providing services to offenders and their families.
  - List of contracts performed for PSD;
  - List of other prior contracts with the public sector in providing services in general and for offenders specifically. Discuss any problems or difficulties encountered in prior contracts. Applicant shall provide a point of contact and telephone number for each contract listed. PSD reserves the right to contact any of the listed points of contact to inquire about the Applicant's past service performance and personnel;

- Success Applicant has had in recruiting and retaining quality staff;
2. Applicant shall describe its experience, including length of time, in dealing with sex offending inmates, parolees, or probationers. Service Provider must have a minimum of one-year experience in dealing with sex offending inmates, parolees or probations.

**C. Quality Assurance and Evaluation**

Applicant shall describe its own plans for quality assurance and evaluation for the proposed services, including methodology. Applicant shall describe its mechanism for receiving, documenting, and responding to consumer grievances, including an appeals process.

Applicant shall describe HOW it will allow PSD to monitor the Applicant's compliance with the mandates and evaluate the services performed. The Applicant shall describe HOW it will develop in concert with the contracting agency, an action plan to address any deficiencies.

**D. Coordination of Services**

The Applicant shall describe HOW it has been able to coordinate program activities, appointments and interviews with applicable PSD contract monitor, case manager, security staff, parole officers, community-based offender treatment, programs, or services, etc. Applicant shall provide an example that demonstrates their willingness to openly communicate with the PSD.

The Service Provide shall describe their ability to be flexible in adjusting to changes in the fluctuating population and needs of PSD and its facilities (e.g. COVID-related changes, increase/decrease of the population). Applicant will provide a specific example of their flexibility.

## E. Facilities

Sex offender treatment for incarcerated sex offenders shall be provided by the Service Provider within the PSD's correctional facilities.

The Applicant shall provide a detailed (e.g. location, etc.) description of the facilities it will utilize to provide sex offender treatment to furloughed and paroled sex offenders in the community.

If facilities are not presently available, the Applicant will describe plans to secure facilities, where it is projected to be located and the timeframe in which facilities will be secured.

The Applicant shall also describe how the facilities will meet ADA requirements, as applicable, and how any special equipment they provide will allow disabled clients access to services.

## 3.3 Project Organization and Staffing

### A. Project Organization

#### 1. Supervision and Training

- a. The Applicant shall detail its ability and means to provide direct supervision to its staff (e.g. methods used to evaluate the performance of Applicant's staff, etc.). The Applicant is responsible for direct supervision of all staff and Subcontractors assigned to provide services.
- b. Applicant shall describe its ability to train, including methods to train (e.g. pre-service and in-service training, training topics including sex offender confidentiality issues, ethics/professional boundaries, program quality assurance requirements, etc., number of training hours, etc.), etc. for all staff and provide administrative direction relative to the delivery of the proposed services. Applicant's is recommended to include a training curriculum.

#### 2. Organization Chart

The Applicant shall provide an organization chart that reflects the position of each staff and line of responsibility/supervision in relation to its proposed services (include position title, name and full or part time). **The Applicant shall supply both the "Organization-wide" and "Program" organization charts and include in them in their proposal.**

The organization chart should match the “Proposed Staffing” and budget.

## **B. Staffing**

### **1. Proposed Staffing**

The Applicant shall describe and clearly state its proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to 2.3 General Requirements and 2.4 Scope of Work, B Management Requirements, item 2 regarding personnel requirements and item 4 regarding proposed staff and staff qualifications, as applicable.)

### **2. Staff Qualifications**

The Applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Reference Section 2.3 General Requirements, Section 2.4 Scope of Work, A. Service Activities, item 4 regarding subcontractors, and Section 2.4 Scope of Work, B. Management Requirements, item 4 regarding proposed staff and staff qualifications).

The Applicant shall specify how all current staff meet all licensing and credentialing requirements. The Applicant shall provide the minimum qualifications (including experience) for staff assigned to the program.

- a. List names and submit copies of resumes of all executive/administrative staff already employed with the Applicant and/or of those likely to be hired.
- b. List names and submit resumes of all program staff already employed by the Applicant and/or of those likely to be hired.
- c. Submit copies of degree/transcripts and (if applicable, licensure) for all therapists.

## **3.4 Service Delivery**

Applicant shall include a detailed approach to all applicable service activities and management requirements from Section 2.4, Scope of Work, including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules. Applicants shall include how a situation such as what occurred with COVID will affect your service delivery and what will done to deal with it (include any and all safety measures).

**B. Service Activities**

(Minimum and/or mandatory tasks and responsibilities)

Applicant should NOT copy the exact words of this RFP in its proposal to PSD.

1. Applicant shall provide a detailed description on how it proposes (e.g. how long, who would conduct the services, etc.) to conduct Screening Interviews and File Reviews for PSD. Applicant should provide all the documents that it would utilize to conduct the any screening interview and institutional file review for PSD.

**Applicant shall provide one copy each of its Consent to Interview, Consent to Sex Offender Treatment, Program Terms and Conditions Contract and Consent for Telepsychology.**

2. Applicant shall provide a detailed description on how it proposes (e.g. how long, who would conduct the services, etc.) to provide a Continuum (e.g. group, individual, family/spousal) of Sex Offender Treatment for PSD. Applicant should provide all the documents that it would utilize to conduct the continuum of sex offender treatment (e.g. consent and intake forms, treatment plans, curriculum, etc.).
3. Applicant shall describe and provide its treatment curriculum that will be delivered to sex offenders. Applicant shall describe its principles of relapse prevention that apply to treatment programs in sexual assault focus on: cognitive skills training to reduce thinking errors; skills training in social interactions, anger management, assertiveness, communications, self-awareness, healthy sexuality, and victim empathy; acquisition of skills to recognize and cope with high-risk situations, self-gratification, and abuse.

Applicant shall describe its COGNITIVE SKILL-BASED modules to each sex offender based upon a needs- based assessment:

1. Relapse Prevention, Cycle of Abuse
2. Anger/Stress Management
3. Human Sexuality
4. Social Skills
5. Parenting
6. Communication Skills
7. Empathy Training
8. Sex Roles and Stereotype
9. Family Reunification
10. Apology Letter
11. Identifying Strengths and Needs
13. Aftercare

Applicant shall clearly indicate which module or modules it can provide.

Applicant shall provide the tools to implement the curriculum such as the following:  
a) lesson plans; b) audio-visual teaching aides for treatment presentations; c) familiarity with the performance-based standards to evaluate each sex offender's progress in treatment; d) treatment manuals, therapeutic training materials, and sex offender workbooks as needed to implement the curriculum; e) progress reports, sign-in sheets, and attendance rosters.

**Applicant shall provide one (1) copy of its Continuum of Sex Offender Treatment curriculum and its lesson plans to PSD when submitting its proposal in response to this RFP.**

**Applicant shall provide one (1) copy of its Aftercare curriculum.**

4. Applicant shall provide all the documents that it would utilize related to program completion and clinical discharge in the community. Applicant shall clearly describe their outcome measurements, monthly reports, and use of STABLE risk assessments.
5. Applicant shall provide a detailed description on how it proposes (e.g. how long, who would conduct the services, etc.) to subcontract. Applicant should provide all the requested documents stated below (e.g. list of Subcontractors, criminal background check of Subcontractors, and copies of certifications/licensing, etc.).

If Subcontractors are to be used, a statement from each Subcontractor must be included, signed by an individual authorized to legally bind the Subcontractor and stating:

- a) Subcontractor's name, mailing address, telephone number, fax number, and contact person
- b) General scope of work to be performed by the Subcontractor, and
- c) Subcontractor's willingness to perform the work indicated
- d) Subcontractor's qualifications (e.g. certifications) and past experience
- e) Subcontractor's staff's criminal background check (non-Compensable to the Applicant or PSD)
- f) Include a statement from the Subcontractor stating its willingness to complete the mandatory VolinCor and PREA training (non-compensable to the Applicant or PSD) as soon as possible. And include their willingness to complete reorientation/retraining as deemed appropriate by PSD.

The Applicant shall identify one or more of the following certifications that apply to the Subcontractor(s) for polygraph services they will be using:

National Polygraph Association  
 American Polygraph Association  
 American Association of Police Polygraphists  
 Hawaii Polygraph Examiners of America

If multiple qualified Subcontractors are available, the Applicant shall describe how it will fairly distribute its work assigned to its Subcontractors. If there are any legitimate concerns (e.g. boundary issues, subpar work, etc.) with a particular Subcontractor, proper documentation shall be provided to PSD.

### 3.5 Financial

#### A. Pricing Structure

Proposals shall be **clear** in specifying **which island(s)** its proposed service(s) are for.

Proposals shall be **clear** in specifying the **amount** its proposed services are for.

For example:     \$12,000 for the Island of Kauai  
                          \$453,300 for the Islands of Kauai, Maui, Hawaii and Oahu  
                          \$12,000 for the Island of Kauai and \$13,000 for the Island of Maui

Applicant may submit a proposal for all islands (statewide), for one (1) island, for two (2) islands, for three (3) islands, etc. Applicant shall not change the assigned dollar amount for each island in its proposal.

For example:     \$10,000 for the Island of Kauai (RFP amount is for \$12,000)  
                          \$30,000 for the Island of Maui and \$10,000 for the Island of Kauai  
                          = \$40,000 (RFP is for \$13,000 for the Island of Maui and \$12,000  
                          for the Island of Kauai)

Applicant shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application.

Pricing shall be based on a fixed unit of service pricing structure. Proposals shall include a **competitive and reasonable** unit of cost for each component, as well as a reasonable estimate of the number of units to be provided. The pricing shall include all taxes, travel, etc. and shall be the all-inclusive cost to the State, and no other charges will be honored.

#### **Reimbursable Units of Service and Unit Rate:**

Unit cost per sex offender for Screening Interviews

Unit cost per sex offender for Group Session

Unit cost per sex offender for Individual Treatment Session  
Unit cost per sex offender for STABLE risk assessment  
Unit cost per sex offender for Institutional File Review  
Unit cost per sex offender for Family/Spousal Treatment Sessions

**Reimbursable Units for Subcontracted Services and Unit Rates:**

Unit cost per sex offender for Screening Interviews  
Unit cost per sex offender for Group Session  
Unit cost per sex offender for Individual Treatment Session  
Unit cost per sex offender for STABLE risk assessment  
Unit cost per sex offender for Institutional File Review  
Unit cost per sex offender for Family/Spousal Treatment Sessions  
Unit cost per sex offender for other services (polygraphs, translator, etc)

**B. Other Financial Related Materials**

**1. Accounting System**

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

Applicant shall submit current financial statement and any financial audits completed in the last three (3) years.

**3.6 Other**

**A. Litigation**

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

# **Section 4**

## **Proposal Evaluation**

## Section 4

### Proposal Evaluation

#### 4.1 Introduction

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

#### 4.2 Evaluation Process

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

The evaluation will be conducted in three phases as follows:

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

#### Evaluation Categories and Thresholds

##### Evaluation Categories

##### Possible Points

##### *Administrative Requirements*

##### *Proposal Application*

**100 Points**

Program Overview	0 points
Experience and Capability	15 points
Project Organization and Staffing	15 points
Service Delivery	50 points
Financial	20 points

**TOTAL POSSIBLE POINTS**

**100 Points**

## 4.3 Evaluation Criteria

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

#### 1. Administrative Requirements

- Application Checklist
- Registration (if not pre-registered with the State Procurement Office)
- Applicable licensure, certificates, etc. in relation to the delivery of services
- Certificate(s) of Liability Insurance

#### 2. Proposal Application Requirements

- Proposal Application Identification Form (Form SPOH-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing (and relevant supporting documents)
- Service Delivery (and all documents/forms used)
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

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

**Program Overview:** No points are assigned to Program Overview. The intent is to give the applicant an opportunity to orient evaluators as to the service(s) being offered.

#### 1. *Experience and Capability* 15 Pts

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

- |   |                     |
|---|---------------------|
| <b>A. Necessary Skills</b>  | <b><u>4 pts</u></b> |
| <ul style="list-style-type: none"> <li>• Demonstrated skills, abilities, and knowledge relating to the delivery of the proposed services.</li> </ul>  |                     |
| <b>B. Experience</b>  | <b><u>4 pts</u></b> |
| <ul style="list-style-type: none"> <li>• Description of projects/contracts pertinent to the proposed services. Includes points of contact, addresses, e-mail/phone numbers. State verified experience that affirms the use this vendor.</li> <li>• Success in recruiting and retaining staff.</li> <li>• Minimum one (1) year of experience of providing services to sex offending inmates, parolees, or probationers.</li> </ul> |                     |
| <b>C. Quality Assurance and Evaluation</b>  | <b><u>4 pts</u></b> |
| <ul style="list-style-type: none"> <li>• Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.</li> <li>• Mechanism for receiving, documenting, and responding to consumer grievances including an appeals process.</li> </ul>  |                     |
| <b>D. Coordination of Services</b>  | <b><u>2 pts</u></b> |
| <ul style="list-style-type: none"> <li>• Demonstrated capability to coordinate program activities and communicate with PSD and others.</li> <li>• Demonstrated ability to be flexible in adjusted to changes in the fluctuating population and needs of PSD and its facilities.</li> </ul>  |                     |
| <b>E. Facilities</b>  | <b><u>1 pt</u></b>  |
| <ul style="list-style-type: none"> <li>• Adequacy of facilities relative to the proposed services.</li> <li>• Ability to meet ADA requirement and allow disabled clients access to services.</li> </ul>   |                     |

**2. *Project Organization and Staffing*** 15 Pts

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

- A. Project Organization** 6 pts
- Supervision and Training: Demonstrated ability to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services. Training curriculum is recommended. 4 pts
  - Both Organizational and Program Chart included: Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks. 2 pts

- B. Staffing** 9 pts
- Proposed Staffing: That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services. (e.g. 2 group facilitator/10-12 offenders is requested, etc.). 4 pts
  - Staff Qualifications: Minimum qualifications (including experience) for staff assigned to the program. Applicable licensure, degree/transcripts, and resumes attached. 5 pts

- 3. Service Delivery** 50 Pts
- All Consent Forms present 4 pts
  - All Consent Forms include required content 5 pts
  - Screening and File Review process 5 pts
  - Continuum of Sex Offender Treatment process 10 pts
  - Treatment curriculum(s) 10 pts
  - Provider specified modules they will offer 1 pts
  - Reporting requirements including outcome measures, monthly reports, and the use of STABLE risk assessment 10 pts
  - Plan and documents for subcontracting 5 pts

- 5. Financial** 20 Pts
- Adequacy of accounting system (2 pts)
  - Competitiveness and reasonableness of unit of service, as applicable (15 pts)

- Financial stability of the applicant. **(3 pts)**

**B. Phase 3 - Recommendation for Award**

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

## **Section 5**

# **Attachments**

- A. Proposal Application Checklist
- B. Sample Table of Contents
- C. Visitor Background Check Application

## Proposal Application Checklist

Applicant: \_\_\_\_\_

RFP No.: \_\_\_\_\_

The applicant's proposal must contain the following components in the order shown below. Return this checklist to the purchasing agency as part of the Proposal Application. SPOH forms are on the SPO website.

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Applicant to place "X" for items included in Proposal
<b>General:</b>				
Proposal Application Identification Form (SPOH-200)	Section 1, RFP	SPO Website*	<b>X</b>	
Proposal Application Checklist	Section 1, RFP	Attachment A	<b>X</b>	
Table of Contents	Section 5, RFP	Section 5, RFP	<b>X</b>	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website*	<b>X</b>	
Provider Compliance	Section 1, RFP	SPO Website*	<b>X</b>	
Certificate of Vendor Compliance	HCE	SPO Website	<b>X</b>	
Cost Proposal (Budget)			<b>X</b>	
SPO-H-205	Section 3, RFP	SPO Website*		
SPO-H-205A	Section 3, RFP	SPO Website* Special Instructions are in Section 5		
SPO-H-205B	Section 3, RFP,	SPO Website* Special Instructions are in Section 5		
SPO-H-206A	Section 3, RFP	SPO Website*		
SPO-H-206B	Section 3, RFP	SPO Website*		
SPO-H-206C	Section 3, RFP	SPO Website*		
SPO-H-206D	Section 3, RFP	SPO Website*		
SPO-H-206E	Section 3, RFP	SPO Website*		
SPO-H-206F	Section 3, RFP	SPO Website*		
SPO-H-206G	Section 3, RFP	SPO Website*		
SPO-H-206H	Section 3, RFP	SPO Website*		
SPO-H-206I	Section 3, RFP	SPO Website*		
SPO-H-206J	Section 3, RFP	SPO Website*		
<b>Certifications:</b>				
<b>Federal Certifications</b>		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
<b>Program Specific Requirements:</b>				
Curriculum				
All documents/forms used				
Resumes/Transcripts/Licensure				
ADA compliance (as applicable)				

\*Refer to Section 1.2, Website Reference for website address.

## **Proposal Application Table of Contents**

<b>1.0</b>	<b>Program Overview .....</b>	<b>1</b>
<b>2.0</b>	<b>Experience and Capability .....</b>	<b>1</b>
	A. Necessary Skills.....	2
	B. Experience .....	4
	C. Quality Assurance and Evaluation .....	5
	D. Coordination of Services.....	6
	E. Facilities.....	6
<b>3.0</b>	<b>Project Organization and Staffing .....</b>	<b>7</b>
	A. Staffing .....	7
	1. Proposed Staffing .....	7
	2. Staff Qualifications .....	9
	B. Project Organization.....	10
	1. Supervision and Training.....	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts	
<b>4.0</b>	<b>Service Delivery .....</b>	<b>12</b>
<b>5.0</b>	<b>Financial.....</b>	<b>20</b>
	See Attachments for Cost Proposal	
<b>6.0</b>	<b>Litigation .....</b>	<b>20</b>
<b>7.0</b>	<b>Attachments</b>	
	A. Cost Proposal	
	SPO-H-205 Proposal Budget	
	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
	Financial Audit	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	
	E. Program Specific Requirements	