

DEPARTMENT OF HUMAN SERVICES
SOCIAL SERVICES DIVISION
CHILD WELFARE SERVICES BRANCH

NOTICE OF REQUEST FOR PROPOSAL

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

**Domestic Violence Service for Families - Statewide
RFP SSD-21-POS-1090**

The new contract(s) are expected to begin on July 01, 2021.

As of February 26, 2021, interested parties may review the RFP posted on the State Procurement Office website at www.spo.hawaii.gov and see Procurement Notices/Bidding Opportunities.

The Department will conduct a video meeting/teleconference via Microsoft Teams for all islands to discuss the RFP and answer questions from the community. If you would like to attend please call Mr. Joshua Selman at (808) 586-5245 or email him at jselman@dhs.hawaii.gov by **4:30 p.m. HST on Friday, March 05, 2021** and provide your name, position title, agency, phone number, email address to RSVP. The invitation to the Microsoft Teams meeting will be provided upon RSVP and include a telephone number for call-in participants.

The RFP Meeting will be held as follows:

Date: Monday, March 08, 2021
Time: 10:00 a.m. to 11:30 a.m. HST

Written questions will be accepted until 4:30 p.m. HST on Wednesday, March 10, 2021. Please direct written submissions to Mr. Selman by email to jselman@dhs.hawaii.gov. It is strongly recommended that for a formal Departmental response, all comments, suggestions, and questions be submitted in writing even if they are discussed with the Department prior to or during the RFP Meeting.

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

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals (RFP)

SSD-21-POS-1090

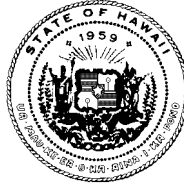
**Domestic Violence Services for Families-
Statewide**

RFP Posting Date: 2/26/2021

**RFP Proposal Submission Deadline:
4/8/2021, 4:30 p.m.,
Hawaii Standard Time**

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

DAVID Y. IGE
GOVERNOR



CATHY BETTS
DIRECTOR

JOSEPH CAMPOS II
DEPUTY DIRECTOR

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

MEMORANDUM

TO: RFP Proposal Applicants

FROM: Daisy Lynn Hartsfield
Social Services Division Administrator

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

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified Applicants to provide Domestic Violence Services for Families. The attached Request for Proposals (RFP) SSD-21-POS-1090 to provide this service is being issued under Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on 3/8/2021, 10:00 a.m. - 11:30 a.m., Hawaii Standard Time (HST). See 1.7 Orientation, Section 1 of this RFP for further information. All prospective Applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations, please contact Mr. Joshua Selman, POS Specialist/RFP Contact Person, at (808) 586-5245 or at jselman@dhs.hawaii.gov.

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

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

PROPOSAL SUBMISSION INFORMATION SHEET

PROPOSAL SUBMISSION DEADLINE:
4/8/2021, 4:30 P.M., HAWAII STANDARD TIME.

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

THE APPLICANT IS REQUIRED TO SUBMIT:

- 1. One (1) electronic copy of the proposal in Portable Document Format (PDF) sent to the POS email address listed below.**

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

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

1. The Applicant shall submit all proposals in PDF via email to the POS email address listed below. The email shall include the RFP number and the Applicant's name. All proposals in PDF shall be submitted in at least three (3) parts for ease of transmission and reviewing. All PDF's shall be identified with the RFP number (as abbreviated in the following example), the Applicant's initials (e.g., Domestic Violence Services for families - DVSF), and the PDF's content. If the PDF contains several sections of the proposal, the PDF shall be labeled with the names of the three (3) main sections as follows:
 - a. 21-1090.DVSF.narrative or 21-1090.DVSF.budget.
 - b. 21-1090.DVSF.narrative-work plan-job descriptions.

Applicants who submit proposals or amendments by electronic means, bear the whole and exclusive responsibility for assuring that the documents are received by the purchasing agency and for assuring the complete, correctly formatted, legible, timely transmission of their documents, and assumes the risk that the electronic copies may not be readable by the DHS.

2. The following are the addresses for proposal submissions:

EMAIL ADDRESS:

ssdposmailbox@dhs.hawaii.gov;

&

RFP CONTACT PERSON:

Mr. Joshua Selman, POS Specialist

Phone: (808) 586-5245

Email: jselman@dhs.hawaii.gov

PLEASE BE ADVISED:

1. Proposal submissions attempted after **4/8/2021, 4:30 p.m., Hawaii Standard Time (HST)**, **SHALL NOT** be accepted.
2. All Applicants are **strongly encouraged** to submit **all** electronic copies of the proposal submission in advance of the proposal submission deadline. This will allow the Applicant the opportunity to: a) assure that the electronic copies have been received by the DHS in a timely manner, b) assure that the DHS can open and read them, and 3) resubmit any electronic copies that were unable to be opened and/or read by the DHS
3. Proposals sent by facsimile (fax) shall not be accepted.
4. It is the Applicant's responsibility to access the Hawaii Awards and Notices Data System (HANDS) on the State Procurement Office website for information on Bidding Opportunities (Notices of Solicitations) or to contact the RFP Contact Person identified above regarding any subsequently issued addendum for this RFP, which may include a revision to the proposal submission deadline.

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Section 1

Administrative Overview

Section 1

Administrative Overview

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

1.1 Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	<u>2/26/2021</u>
Distribution of RFP	<u>2/26/2021</u>
RFP Orientation	<u>3/8/2021 10:00 a.m. - 11:30 a.m., HST</u>
Applicants' submission of written questions for written responses deadline	<u>3/10/2021 @ 4:30pm HST 4:30 p.m., HST</u>
State purchasing agency's response to Applicants' written questions deadline	<u>3/24/2021</u>
Discussions with Applicants prior to proposal submission (optional)	<u>As needed</u>
Proposal submission deadline	<u>4/8/2021 4:30 p.m., HST</u>
Discussions with Applicants after proposal submission (optional)	<u>As needed</u>
Final revised proposals deadline (optional)	<u>As needed</u>
Proposal evaluation period	<u>4/9/2021 - 5/3/2021</u>
Provider selection	<u>5/4/2021</u>
Statement of Findings and Decision (Notice of Award)	<u>5/6/2021</u>
Contract start date	<u>7/1/2021</u>

1.2 Website Reference

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

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

Non-SPO websites

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

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

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

1.5 Contracting Office

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

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

1.6 RFP Contact Person

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

Mr. Joshua Selman
Purchase of Services Unit
Phone: (808) 586-5245
Email: jselman@dhs.hawaii.gov

1.7 Orientation

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

Date:	<u>3/8/2021</u>
Time:	<u>10:00 a.m. - 11:30 a.m.</u>
Location:	Department of Human Services via Microsoft Teams and Teleconference

To attend the Orientation the Applicant shall contact Mr. Joshua Selman at (808) 586-5245 or jselman@dhs.hawaii.gov as soon as possible and provide their name, agency, telephone number, and email address as well as the number of people planning to attend the meeting.

If the Applicant would like to attend but is unable to participate at the location noted above, the Applicant shall contact Mr. Joshua Selman at (808) 586-5245 or jselman@dhs.hawaii.gov at least two days before the Orientation and provide the same information detailed above to participate via teleconference.

1.8 Submission of Questions

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

The Applicants' submission of written questions deadline is **3/10/2021 @ 4:30pm HST, 4:30 p.m., Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **3/24/2021.**

1.9 Submission of Proposals

A. Forms/Formats

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

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

1. Proposal Application Identification Form (SPOH-200)

This form provides the Applicant's proposal identification.

2. Proposal Application Checklist

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

3. Table of Contents

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

4. Proposal Application (SPOH-200A)

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

B. Program specific requirements

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

C. Multiple and alternate proposals

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

D. Hawaii Compliance Express (HCE)

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

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

1. Tax clearance

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

2. Labor law compliance

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

3. DCCA business registration

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

E. Wages law compliance

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

F. Campaign contributions by State and county providers/contractors

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

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

G. Confidential information

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

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

H. Proposal Submission

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

1.10 Discussion with the Applicant

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

1.11 Opening of Proposals

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

Upon the State purchasing agency's receipt in the SSD POS mailbox of a PDF copy of the proposal, a verification of receipt shall be emailed to the Applicant as soon as possible after receipt on 4/8/2021 for the Applicant's and the State purchasing agency's records.

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

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

1.12 Additional Materials and Documentation

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

1.13 RFP Amendments

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

1.14 Final Revised Proposals

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

1.15 Cancellation of Request for Proposal

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

1.16 Costs for Proposal Preparation

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

1.17 Provider Participation in Planning

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

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

1.18 Rejection of Proposals

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

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

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

1.19 Notice of Award

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

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

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

1.20 Protests

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

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

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

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

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

1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

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

1.23 Cost Principles

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

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

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview and purpose

The Department of Human Services (DHS), Child Welfare Services (CWS) is seeking proposals statewide to provide Domestic Violence Services for Families. These services shall provide supportive and advocacy services to afford survivors the opportunity to break the cycle of violence in their lives and address the impact of domestic violence on their children. Services for children shall support their emotional wellbeing and strengthen their resilience. Services shall also afford batterers the opportunity to make behavioral changes allowing them to discontinue the use of violence and control tactics in their relationships and in their lives.

B. Planning activities conducted in preparation for this RFP

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

X A Request for Information (RFI) was posted on the State Procurement Office (SPO)/Procurement Notices System website on January 29, 2021 to gather information and assist in the development of this RFP.

Planning information may be obtained from Joshua Selman, POS Specialist and RFP contact person, by email at jselman@dhs.hawaii.gov.

C. Description of the service goals

The service goals and interventions are designed to ensure and promote survivors' safety and independence, strengthen children's resilience, and engage and hold batterers accountable to make positive behavioral changes to end violence. The goals and guiding principles include:

1. Survivors' and children's safety is the overarching goal of the services and interventions. Survivors' and children's safety and independence shall be enhanced through services and support.
2. Children shall remain safely, and together, with the survivor, as appropriate. This is the strongest assurance of nurturance, healing from trauma, and stability for children.
3. Assuring the safety of survivors increases safety for the children.
4. Children shall receive services that support their healing from exposure to, and the impact of, domestic violence and their emotional wellbeing.
5. Services for children help reduce the possibility of the children becoming survivors or batterers in the future.
6. Batterers shall be held accountable for their actions. They shall be engaged to make concrete behavioral changes to eliminate violence against survivors and end the adverse impact on children.
7. Ending batterers' violence through treatment and monitoring interventions increases the safety of survivors, children, and the community.
8. Service activities shall be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
9. Service activities shall be evidenced based/evidence informed/best practice/promising practice and provide clear and attainable goals and objectives.
10. Service activities shall be individualized and responsive to the strengths, needs, values, and preferences of survivors, children, and batterers. They shall be linguistically appropriate and consider the individual's cultural and community

ties.

D. Description of the target population to be served

Services shall be provided to families referred by CWS, Voluntary Case Management Services (VCM), or Family Strengthening Services (FSS) who are in need of services to address domestic violence. Services shall continue to be provided to the family when the CWS, VCM, or FSS case is closed, as needed.

For the purposes of this RFP:

1. Domestic violence is a course of conduct or a pattern of assaultive and/or coercive behaviors, including physical, sexual, psychological, and emotional abuses, as well as economic coercion that adults use against their intimate partners to gain power and control in the relationship.
2. Domestic violence is more than the physical assault. The controlling tactics batterers use are reinforced by societal and cultural stereotypes and institutions that overall give more status and power to the batterer. Cultural norms stress the importance of the survivor staying in the relationship regardless of the consequences.
3. Domestic violence is not limited to obvious physical violence. Domestic violence can also mean endangerment, criminal coercion, kidnapping, unlawful imprisonment, trespassing, harassment, and stalking.
4. Domestic violence is present in all ethnic cultures, socio-economic classes, and religions. It is important to understand, however, that beliefs affect a person's perception and reaction to domestic violence and the seeking out and utilization of services.
5. Domestic violence has a long-term impact on survivors and children and services should support their healing, wellbeing, and independence even after immediate safety has been achieved.
6. Alcohol abuse, legal/illegal drug abuse, and mental illness can be co-morbid with domestic violence and present additional challenges in its elimination.

E. Geographic coverage of service

Services shall be provided statewide to the geographic areas listed below:

1. East Hawaii
2. West Hawaii
3. Kauai
4. Lanai

5. Maui
6. Molokai
7. Central Oahu
8. Leeward Oahu
9. Windward Oahu

For the purposes of this RFP, the geographic areas on Hawaii and Oahu are further defined as:

Hawaii:

1. East Hawaii: Honoka'a to Na'alehu, including Volcano and Pahala.
2. West Hawaii: Kapa'au, Hawi, Kohala, Waimea, Kamuela, Waikoloa, Kailua-Kona, Keauhou, Kealahou, Captain Cook, Honaunau, Ka'u, and Ocean View.

Oahu:

1. Central Oahu: Hawaii Kai to Kalihi, Salt Lake to Pearl City, Waipio, Mililani, Whitmore, Wahiawa, and Schofield.
2. Leeward Oahu: Waipahu, Ewa, Makakilo, and Kapolei to Makaha.
3. Windward Oahu: Waimanalo to Waialua.

The Provider shall be responsible for provision of the full range of contracted services for survivors, children, **and** batterers throughout the contracted area/s, including service capacity and staffing.

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

The contracts shall be awarded for an initial term of two (2) years with the possibility of two (2) extensions for two (2) years each thereafter, subject to the availability of State and federal funds and the satisfactory performance of services by the Provider as determined by the DHS. The maximum contract term shall not exceed six (6) years, July 1, 2021 through June 30, 2027.

Total funding is anticipated to be \$1,759,000 per year, allocated as follows:

Geographic Areas	Maximum Annual Contract Amounts
East Hawaii	\$215,000
West Hawaii	\$110,000
Kauai	\$185,000
Lanai	\$60,000
Maui	\$319,000
Molokai	\$60,000
Central Oahu	\$351,000
Leeward Oahu	\$350,000
Windward Oahu	\$109,000

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

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

2.2 Contract Monitoring and Evaluation

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

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

2.3 General Requirements

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

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

1. The Provider shall provide services in concurrence with Hawaii Revised Statutes (HRS) Chapters 346, 350, and 587; HAR; Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and DHS policies and procedures.
2. The Provider shall be a private non-profit organization.
3. The Provider shall be qualified as well as certified, licensed, and/or accredited, as applicable, to perform the services solicited in this RFP.
4. The Provider shall not impose any income eligibility standard on families, survivors, and batterers as a basis for receiving services provided through this contract.
5. Disagreements may occur between the Provider and the DHS regarding various issues (e.g. the performance of service activities within contracted specifications). The DHS shall make every effort to resolve these disagreements in a manner

acceptable to both parties. However, if a disagreement is unable to be resolved acceptably to both parties after significant communication between them has occurred, the DHS shall prevail. If the Provider fails to comply with the DHS' directive, it may be deemed cause for corrective action and/or potential contractual remedies, including contract termination.

6. The contract shall be modified, as necessary, to include changes in the service specifications (e.g. the target population to be served, the geographic location's needs, utilization increases/decreases, service activities, and service delivery), State or federal statutes or rules, and/or the requirements of applicable funding sources. In this event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.
7. The Provider shall participate in quality assurance/improvement projects for research and evaluation purposes as requested by the DHS. Such activities shall include one Child and Family Service Review (CFSR) per year/per qualified staff as arranged by the DHS. Qualifications of the Provider's staff to participate in the CFSR shall be determined by the DHS.

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

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

After-the-fact secondary purchases shall be allowed.

Planned secondary purchases shall not be allowed.

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

Multiple proposals shall be allowed.

Alternate proposals shall not be allowed.

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

☐ Single ☐ Multiple ☒ Single & Multiple

Single contracts shall be awarded for each geographic area. However, multiple contracts may be awarded to one Applicant for different geographic areas.

E. Single or multi-term contracts to be awarded

(Refer to HAR §3-149-302)

☐ Single term (2 years or less)

☒ Multi-term (more than 2 years)

Initial contract term:

Two (2) years from July 1, 2021 through June 30, 2023.

The initial term shall commence on the contract start date or Notice to Proceed date, whichever is later.

Number of possible extensions: Two (2) extensions

Length of extensions: Two (2) years

Maximum contract term:

Six (6) years from July 1, 2021 through June 30, 2027, subject to the Option to Extend provision of the contract (see #17, Special Conditions, Section 5 of this RFP).

Conditions for extension:

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

F. Subcontracting

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

Subcontracting shall be allowed with the prior written approval of the DHS and is encouraged to provide an array of services to families, including culturally specific programming.

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

2.4 Scope of Work

The Provider shall provide Domestic Violence Services to Families in compliance with and including all of the following tasks and responsibilities detailed below:

A. Service delivery

Services to survivors, children, and batterers shall utilize evidence based/evidence informed/best practice/promising practice approaches. Services shall be provided using a trauma informed approach, meaning attending to an individual's emotional as well as physical safety, including understanding how trauma affects the life of the individual receiving services.

Services shall be linguistically appropriate, including individuals with Limited English Proficiency (LEP), considerate of any physical limitations, and culturally appropriate.

Services shall be provided to female and male survivors, children, and female and male batterers and include those who identify as LGBTQ. The Provider shall use gender neutral language in its program and prohibit harassment and discrimination of survivors, children, and batterers based on gender, gender identity or expression, and sexual orientation.

The Provider shall make every reasonable effort to make certain that the available services are provided in a flexible manner to families, survivors, and batterers so as to best meet their specific needs, including the times service activities are scheduled, such as in the evenings or on the weekends, so as to accommodate parents' work schedules.

Services shall be provided for up to 12 months. Extensions may be made on a case by case basis based on the individual need of the survivor, child, or batterer with the prior written approval of the DHS.

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

1. Survivors' services

Services shall be provided in an environment that is welcoming, inclusive, de-stigmatizing, and not re-traumatizing. Services shall be client-centered, designed to meet the unique needs of the individual and build on their strengths to promote and enhance their safety and independence. Services shall:

- a. Facilitate survivors' increased access to physical safety, economic resources, and legal protections and support them in facing any barriers to receiving services.
- b. Assist survivors in strengthening their psychological ability to deal with the multiple and complex issues they face in accessing safety, recovering from the traumatic effects of domestic violence and other abuse, and rebuilding their lives.
- c. Strengthen the relationship bond between survivors and their child/ren and enhance survivors' ability to provide nurturance, safety, and support for them.
- d. Not burden survivors with unnecessary services.

2. Children's services

Service delivery for children exposed to domestic violence shall build on their strengths and focus on safety. Services shall primarily be provided to children ages four and older, unless documented that the child does not have the capacity to understand, participate in, or benefit from services. Service and safety planning for children under four and for children four and older who do not have the capacity to understand or participate in developing a safety plan shall be completed with the survivor and staff facilitation. Services shall:

- a. Be age and developmentally appropriate.
- b. Assist children who have experienced or are experiencing domestic violence in strengthening their resilience by reducing risk factors and increasing protective factors, such as building competence/self-esteem, strengthening the relationship and bond between survivors and children, and promoting pro-social activities in the school and the community.

3. Batterer Intervention Programs (BIPs) and batterers' services

Services for batterers shall be designed to hold the batterer accountable and promote positive behavioral changes to end violence. Services shall assist the batterer in identifying and addressing stressors, barriers, and behaviors that contribute to domestic violence. The primary mode of intervention shall be group services.

The Provider shall monitor and coordinate services for batterers to promote survivor and child safety.

B. Service activities

Service referrals shall be made by CWS/VCM/FSS. Families, survivors, and batterers shall be allowed to select a Provider from a Provider list that includes a summary of a Provider's services, their location/s, and their services schedules. If a Provider is not selected, a referral for the family, survivor, and/or batterer shall be made to a Provider in the same geographic area or a Provider deemed to be the most advantageous to the family, survivor, and/or batterer.

The Provider shall establish and implement written procedures for admission/non-admission, provision of service activities, and completion/termination of services (discharge). The Provider shall document applicable criteria for survivors/children/batterers that are denied or terminated from services and will notify the referring worker in writing within three (3) working days of the denial or termination.

Services for children may require contact with survivors or adults responsible for their care and supervision, such as relatives or resource caregivers.

Services may be provided at program facilities, the homes of survivors/children/batterers, if determined safe and appropriate by referring workers and the Provider, or other safe places in the community. The selected location shall provide for safe, confidential, and appropriate interactions between survivors/children/batterers and staff.

1. Intakes

The Provider shall receive all referrals and have a process to contact referring workers to obtain information, as necessary, and complete intakes with survivors/batterers. Intakes may be completed over the phone.

- a. The Provider shall initiate contact with survivors/batterers within three (3) working days of the receipt of the referral in order to complete intakes and schedule assessments. If this timeline is not met, the Provider shall document its efforts and the reasons, such as the lack of response by a survivor/batterer, and notify referring workers in writing.
- b. If the Provider has difficulty locating or contacting a survivor/batterer, the Provider shall request the assistance of the referring worker.
- c. Intake documentation shall be maintained in the case file.
- d. In the event of a crisis, the referring worker may request and facilitate an expedited assessment appointment by contacting the Provider by telephone in the presence of a survivor/batterer. The written referral shall be submitted to the Provider on the same day.

2. Assessments

- a. Comprehensive, face-to-face, domestic violence assessments shall be completed for all referred survivors/children/batterers within two (2) weeks of receipt of the service referral. If this timeline is not met, the Provider shall document its efforts and the reasons, such as the cancellation of an appointment by a survivor/batterer, and notify the referring worker in writing.
- b. Assessments shall evaluate an individual's strengths and needs to inform service and safety planning. These assessments shall include a dangerousness assessment for survivors and a lethality assessment for batterers.
- c. The Provider may be required to use specific assessment tools as determined by the DHS.
- d. Assessments shall be sent to referring workers within one (1) week of assessment appointments and copies will be maintained in case files.

3. Services

Services determined appropriate in assessments shall commence within one (1) week of assessment appointments. If this timeline is not met, the Provider shall document its efforts and the reasons, such as the cancellation of an appointment by a survivor/batterer, and notify the referring worker in writing. Services shall include:

a. Individual services

- 1) Crisis intervention services shall be provided as needed and will include, but not be limited to, emergency safety planning and “warm” linkages to recommended services, such as domestic violence shelters, medical/mental health programs, Temporary Restraining Order (TRO) assistance, and legal services.
- 2) Written safety plans shall be completed with survivors and child/ren within two (2) weeks of assessments. Safety planning shall be comprehensive to address the needs of survivors and child/ren either as a unit or individually, as appropriate. Written safety plans should be provided to survivors and child/ren in a manner which supports their safety, upon their request. Copies shall be maintained in case files.

Emergency safety planning shall be completed at the time of intakes or assessments, as applicable.

- 3) Individualized service plans shall be completed for all referred survivors/children/batterers based on their assessments, needs identified in their referrals, and individual input. Service plans shall be completed within two (2) weeks of assessments and be reviewed and updated monthly or as necessitated by changes in individual circumstances. Service plans shall be sent to referring workers and copies will be maintained in case files.
- 4) Written discharge plans shall be completed for all referred survivors/children/batterers within two (2) weeks of completion/termination of services and will include a summary of services provided and community agencies and supports in place upon discharge. Discharge plans shall be sent to referring workers and copies shall be maintained in case files.
- 5) Individual services may be utilized as necessary to augment group curriculum and/or to address crisis or other individual situations that impede an individual’s achievement of identified goals.

b. Group services

- 1) Survivor groups shall provide:
 - a) A safe place for survivors to share and understand their experiences.
 - b) Evidence-based curriculum on the dynamics of domestic violence, including, but not limited to, the cycle of abuse, power and control indicators, the impact on survivors and children, and how to support children through their trauma.
 - c) Safety planning concerns and strategies.
 - d) Education on child development, as appropriate.
 - e) Information on supportive services and community resources.
- 2) Children’s groups shall help children understand:
 - a) That domestic violence is not a child’s responsibility.
 - b) The physiological (e.g., agitation, hyper-vigilance, or nervousness) and emotional effects of trauma and what children can do to deal with them.

- c) The meaning of safety planning and what children can do to be safe.
- d) The importance of positive social interactions with peers and others and what children can do to develop and maintain them.
- e) The importance of sharing feelings, needs, and experiences with others and what children can do to improve communication.
- f) Dating violence indicators and interventions for youth, as appropriate.
- 3) BIPs groups shall, at minimum, be conducted for two (2) hours per week for 24 weeks. Groups shall be facilitated by two (2) facilitators, one of each gender, and will ideally have no more than 16 - 18 participants unless otherwise designated or approved by the DHS. In groups with only one facilitator, the recommended maximum number of participants shall be 12-14 participants. BIPs groups shall:
 - a) Increase the safety of survivors and children by providing batterers the knowledge and skills needed to reduce and eliminate coercive, dominating, controlling, and violent behaviors.
 - b) Help batterers learn socially acceptable alternatives to violence through effective communication, coping strategies, problem solving, and behavioral management skills.
 - c) Provide batterers opportunities for skills practice.
 - d) Address batterers' violence and its negative impact on survivors and children.
 - e) Focus on batterers' behaviors and not blame survivors.
 - f) Follow the guidelines in the current "Hawaii Batterers Program Standards" (http://www.ncdsv.org/images/HI_BIPS-Standards_December2010.pdf). All BIPs shall utilize recognized effective "best-practice" interventions based on current knowledge and research and be presented in gender relevant and culturally appropriate ways. Services shall include identification of batterers' criminogenic risks/needs; these risks/need will be addressed in the curriculum.

All BIPs shall include a component to address the safety of survivors and children. This includes contact with survivors to determine risk and provide program information, enhance survivors' safety, and provide referrals to survivors' support and other services, as needed.

c. Support services

These services shall be provided to survivors/children/batterers to enhance survivors' and children's safety and to promote positive behavioral changes by batterers. Services shall include, based on capacity and need:

- 1) Case management, including referral/linkage to community agencies and supports such as medical/mental health services, substance abuse services, housing, financial supports, employment, childcare, TRO application assistance, legal assistance, education/training programs, etc.
- 2) Transportation (e.g. bus fare, bus pass, physical transport, Uber or Lyft, etc.) services shall be provided to clients to access the Provider's and/or other necessary services and supports if transportation is not otherwise accessible.

- 3) Childcare to allow survivors/batterers access to the Provider's services and/or other necessary services and supports if childcare is not otherwise accessible.
- 4) Supervised child/ren exchanges that allow child/ren to go from one parent to the other without the parties meeting due to TROs or FCT that prohibits parents contact and/or supervised visitation that involves full, intermittent and beginning and ending of supervision to make sure visits are safe. Visits may take place in a "safe space" at the providers office or other safe place in the community. Virtual visitations, due to the pandemic can be utilized.
- 5) Advocacy to support and empower survivors/children/batterers in achieving their goals.
- 6) Assistance for survivors with completing a TRO application if assistance is not otherwise available.
- 7) If determined by referring workers and the Provider that intensive services are not required, survivors/children/batterers may be recommended to participate in Outreach services including, but not limited to:
 - a) Regular visits in the home.
 - b) Hands-on parenting instruction, as necessary.
 - c) Practical life skills such as nutrition, budgeting, etc.
- d. Therapeutic/Clinical counseling services

These services shall be provided on a short-term basis as determined by referring workers and the Provider. Counseling shall enable survivors/children/batterers to gain insight into their feelings and behaviors, enhance their coping strategies, facilitate behavioral changes, and improve their relationships. Services shall include:

 - 1) Individual counseling
 - 2) Family counseling as determined appropriate by referring workers and the Provider and when survivors/children feel safe. This may be appropriate upon a batterer's successful completion of a BIP, when a family is intact, and/or when reunification is planned. Family counseling may also occur between children and parents, including strengthening bonding between infants/toddlers and parents.
 - 3) Therapeutic visitation shall be provided by a qualified counselor as a component of family counseling to support appropriate interactions between children and parents. Visits may take place in a "safe space" at the providers office or other safe place in the community. Virtual visitations, due to the pandemic can be utilized.

4. Service coordination

The Provider shall collaborate with other community agencies that provide appropriate services and supports to help meet the needs of survivors/children/batterers. This includes, but is not limited to, domestic violence shelters, housing assistance programs, financial assistance programs,

health/mental health service providers, survivor service providers, BIPs, and domestic violence coalitions and task forces.

Services provided under this contract shall not duplicate service activities being provided under any other contract without the prior written approval of the DHS.

5. Referrals for survivors/children/batterers to health/mental health care services shall be facilitated, as appropriate. If there are costs for services, survivors'/children's/batterers' medical insurance, if applicable, or other resources shall be explored to assist in paying for them. The Provider shall assist survivors/batterers in understanding what kind of medical insurance the proposed health/mental health care providers accept and what the survivor's/batterer's medical insurance covers, including coverage for children, by facilitating their contact with the health/mental health and medical insurance providers, as needed.
6. The Provider shall participate in educating and training the community about domestic violence and services related to survivors/children/batterers. Presentations shall include a description of the primary services available in the geographic area/community serviced and be culturally sensitive to the various ethnicities/cultures within the geographic area/community.
7. The Provider shall provide case status reports (e.g. verbal updates, quarterly summaries, etc.) to referring workers as requested.
8. The Provider shall ensure appropriate service transitions for survivors/children/batterers to other Providers, community agencies, and supports, as applicable, when the contract ends.

C. Administrative/Management requirements

1. Experience

The Provider shall have a verifiable history of a minimum of two (2) years within the most recent five (5) years of experience with contracts or projects providing domestic violence services to survivors/children/batterers, particularly those who may have experienced child abuse, neglect, or threatened harm.

2. Ability

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

3. Personnel

The Provider shall ensure that all staff, volunteers, and contracted personnel have the educational qualifications, work experience, necessary training, and

appropriate certification/license, as applicable, to fulfill their job position requirements and provide the contracted service activities.

The Provider shall assure that:

- a. All staff, volunteers, and contracted personnel are at least 18 years old.
- b. All staff, volunteers, and contracted personnel have experience and training in working with families who have experienced issues such as domestic violence, child abuse, neglect, or threatened harm, and substance abuse and who are willing to work with parents that may present safety issues.
- c. All staff, volunteers, and contracted personnel demonstrate a willingness to work with others, including clients coping with multiple issues and co-workers as part of a team.
- d. Program supervision, including supervision of staff, volunteers, and contracted personnel, shall be provided by staff with, at a minimum, a master's degree in social work, psychology, or a related field from an accredited institution and two (2) years of experience. Supervision shall include, but not be limited to, individual staff, volunteer, and contract personnel supervision, case reviews, periodic observation of service delivery, and ongoing evaluation of program effectiveness and outcome measures.
- e. Therapeutic/Clinical counseling services shall be provided by staff with, at a minimum, a master's degree in social work, psychology, or a related field from an accredited institution and two (2) years of experience.
- f. Individual and group services shall be provided by staff with, at a minimum, a bachelor's degree in social work, psychology, or a related field from an accredited institution and two (2) years of experience.
- g. Support services shall be provided by staff with, at a minimum, a high school degree or General Equivalency Diploma (GED) and two (2) years of experience.
- h. Volunteers shall be under the control and direction of the Provider even though they are not paid staff or contracted personnel.
- i. If a job applicant does not meet the education, work experience, and/or training qualifications for a specific job position but the Provider still recommends hiring the applicant, a request for a waiver of the qualifications shall be submitted to the DHS in writing via email. The request shall include:
 - 1) A fully completed Waiver Request Form in a format approved by DHS
 - 2) Agency's current job description
 - 3) Applicant's resume

The request shall include the name of the applicant, the applicant's qualifications and specific circumstances, the reasons why the Provider is requesting the waiver, and the plan to be implemented, if necessary, if the applicant were to be hired. The DHS shall respond in writing via email asking for more information or approving or disapproving the waiver, including any conditions, such as the proposed plan to be implemented, that need to be met before the applicant can be hired.

- j. No job applicant who does not meet the minimum qualifications for a job position shall be hired for work under the contract without written approval from the DHS.
- k. Verifications of education, work experience, certification/license, and waiver as well as job performance information will be maintained and updated in the staff, volunteers, and contracted personnel files.

The Provider will comply with the following criminal history requirements:

- 1) The Provider shall conduct an initial criminal history record check, CWS Central Registry Check, and sex offender check for all staff, volunteers, and contracted personnel job applicants who will be working under the contract, especially those providing shelter and support services, which necessitates close proximity to the survivors and children.
- 2) The Provider shall search www.ecrim.hawaii.gov/ahewa/ (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center), submit an application for a CWS Central Registry Check, search www.nsopr.gov (National Sex Offender Registry) prior to hiring staff, volunteers, or contracted personnel or at the outset of the contract period (if not previously conducted), and search the Hawaii Sex Offender Registry at <https://sexoffenders.hawaii.gov/sexoffender/search.html>.

All four checks shall be completed again one year after hire and again every two (2) years thereafter.

- 1) Conditional employment in a non-direct service position may be offered for a period not to exceed 30 days pending the receipt of the results of the criminal history record check and the CWS Central Registry Check.
- 2) The Provider shall have an established procedure to address any criminal conviction results or CWS child abuse/neglect (CA/N) history results with the applicant. If after such results have been received and the Provider has discussed the results with the applicant and still recommends hiring the applicant, a request for a waiver shall be submitted to the DHS in writing via email. The request shall include the name of the applicant, the applicant's qualifications and the circumstances regarding the results, the reasons why the Provider is requesting the waiver, including the basis for the determination that such criminal conviction or CA/N history does not pose a risk to the health, safety, or wellbeing of the survivors and children, and any probationary plan to be implemented if the applicant were to be hired. The DHS shall respond in writing via email asking for more information or approving or disapproving the waiver, including any conditions, such as the proposed probationary plan to be implemented, that need to be met before the applicant can be hired.
- 3) The results of the criminal history record check, CWS Central Registry Check, and sex offender checks shall be maintained and updated in the staff, volunteers, and contracted personnel file.

- 4) See “CRIMINAL HISTORY RECORD CHECK STANDARDS and PROTECTIVE SERVICES CENTRAL REGISTRY CHECK STANDARDS (Revised 4/18/13)”, Section 5 of this RFP.
1. The Provider shall assure that all staff, volunteers, and contracted personnel job applicants complete an initial tuberculosis test prior to hiring or have documentation of a negative test result within one year of the date of hire. All staff, volunteers, and contracted personnel shall complete a tuberculosis test annually thereafter.
 - 1) A tuberculosis test shall consist of either a skin test, a chest X-ray, or a certificate of tuberculosis examination issued by the Department of Health (DOH) or a practitioner approved by the DOH in accordance with HAR §11-164-2.
 - 2) The Provider shall have a procedure to address any positive results from the tuberculosis test with the applicant.
 - 3) The results of the tuberculosis test shall be maintained and updated in the staff, volunteers, and contracted personnel file.
4. Training plan
 - a. The Provider shall have in place both an initial and an annual training plan for staff, volunteers, and contracted personnel which shall identify the specific trainings to be provided and the time frames in which they will be provided. The initial trainings shall be completed before staff, volunteers, and contracted personnel may provide direct services without direct supervision.
 - b. All staff, volunteers, and contracted personnel shall complete an initial, required training of a minimum of 25 hours, at least 15 hours of which are specific to domestic violence, including:
 - 1) An agency orientation, including, but not limited to, policies and procedures addressing:
 - a) Intakes, assessments, service and safety planning, and discharge planning.
 - b) Documentation requirements.
 - c) Confidentiality and ethics.
 - d) Security and safety provision.
 - e) Emergency response and disaster preparedness procedures.
 - 2) Trauma informed care.
 - 3) Domestic violence specific training such as, but not limited to, the dynamics of domestic violence, crisis intervention, safety planning, and dating violence.
 - 4) Child development and the impact of domestic violence on children.
 - 5) An overview of CWS/VCM/FSS, including mandated reporter responsibilities.
 - 6) Services offered by the DHS Benefit, Employment & Support Services (BESSD) and Med-QUEST Divisions and how to access them.
 - 7) Community resources available to support client safety, wellbeing, and independence such as, but not limited to, housing resources,

- financial/employment resources, health/mental health services, child care services, and legal/advocacy services.
 - c. All staff, volunteers, and contracted personnel shall complete annual trainings of a minimum of 12 hours of relevant training.
 - d. A training record shall include the training topics completed, the length of the trainings, the trainings completion dates, and the trainings facilitators and will be maintained and updated in the staff, volunteers, and contracted personnel files.
5. The Provider shall have a process for hearing and resolving grievances of staff, volunteers, and contracted personnel.
6. Client files
- a. Client files shall be kept per family with child/ren and parent/s information kept together. Files shall contain basic client information such as name, gender, birthdate, race/ethnicity, address, phone number, marital status (as applicable), language spoken and any LEP concerns, and any physical/mental conditions or special needs. Files shall also contain copies of all assessments, plans, and reports and any other documentation, such as case notes and service referrals.
 - b. Files shall be maintained and updated for all survivors/children/batterers serviced during the period they are receiving services.
 - c. Files shall be kept strictly confidential.
 - d. The Provider shall retain client files for six (6) years after the last service date.
7. Reporting requirements for program and fiscal data
- a. The Provider shall be responsible for the following required program reports:
 - 1) The Provider shall complete the monthly Client Eligibility List (CEL) and Quarterly Activity Report (QAR) in the formats provided by the DHS. The Provider shall report individual information about the survivors/children/batterers served as well as the numbers of survivors/children/batterers served, service units completed, program activities completed, accomplishments of the program objectives and outcomes, problems encountered, any program recommendations, and proposed future activities. The QAR shall also document any staffing changes.
 - 2) The CEL shall be submitted to the DHS via email by the 15th of the month following the reporting period.
The QAR shall be submitted to the DHS by the last day of the month following the reporting period.
 - b. The Provider shall be responsible for the following required fiscal reports:
 - 1) The Provider shall complete the annual Budget and monthly Expenditure Report in the formats provided by the DHS. The Provider shall summarize its annual projected program and personnel expenditures as well as report the expenditures of contract funds received during the

reporting period. The reports shall also list other sources of funding used for the contract, the amounts, and how they were expended, and document all staff and contracted personnel that work under the contract.

- 2) The annual Budget shall be due by April 30 of the current fiscal year for the following fiscal year.

The Expenditure Report shall be submitted by the 15th of the month following the reporting period.

- c. See Attachments, Section 5 of this RFP for samples of the program and fiscal reports.

8. Output and performance and outcome measurements

- a. The Provider shall maintain the capacity to deliver services throughout the contract term as specified in the Performance Measurement Forms A, B, and C, Section 2 of this RFP.
- b. The effectiveness of the contract shall be evaluated according to the utilization of the services, the numbers of the various service activities provided, and the outcomes achieved.
- c. Unless otherwise agreed to in writing, the number of clients to be served and the numbers of the various service activities to be provided shall change in proportion to any funding changes.
- d. See the Performance Measurement Forms A, B, and C at the end of this Section 2 of this RFP.

9. Quality assurance and evaluation specifications

- a. The Provider shall maintain throughout the contract term a system of self-appraisal for on-going evaluation of the performance effectiveness and quality of its program services.
- b. The evaluation process shall use credible and tested measurement tools or instruments.
- c. The Provider shall collect data on the impact of services on the child/ren and parent/s including identifying indicators of change, which are relevant to outcomes.
- d. The Provider shall include a process for implementing improvements and taking corrective action based upon the evaluation's findings.
- e. The Provider shall provide a copy of its evaluation documentation to the DHS upon request.

10. Insurance requirements (see 1.4, General Conditions, Section 1 and #2. Special Conditions, Section 5 of this RFP)

- a. The Provider shall maintain throughout the contract term the following insurance coverage:
 - 1) General Liability Insurance of no less than \$1 million per occurrence and \$2 million annual aggregate for bodily injury and property damage.

- 2) Automobile Liability Insurance of no less than \$1 million per accident for any auto, non-owned autos, and hired autos.
 - 3) Professional Liability Insurance (Errors and Omissions) of no less than \$1 million per claim and \$2 million annual aggregate.
 - b. The State of Hawaii shall be named as an additional insured on the Certificate of Insurance.
 - c. The Provider shall include any subcontractor as additional insured under its policies or provide to the DHS separate Certificates of Insurance and endorsements for each subcontractor. Any subcontractor shall comply with the same insurance requirements as the Provider.
 - d. The DHS reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.
11. Hawaii Compliance Express (HCE)

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

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

D. Facilities

The Provider shall obtain and maintain adequate facilities for the satisfactory delivery of contracted services. The Provider's facilities shall meet American Disabilities Act (ADA) requirements, as applicable, and provide any special equipment necessary for service provision. The facilities can be shared but must be available statewide for every island. The facilities shall be operational by the contract start date.

2.5 Compensation and Method of Payment

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

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

- X Cost reimbursement where the State pays the Provider up to a maximum annual contract amount for budgeted costs actually expended in the delivery of contracted services.
- Fixed rate cost where the State pays the Provider up to a maximum annual contract amount a service unit rate for the delivery of a set number of service units.
- Base cost/Fixed rate cost combination where the State pays the Provider a base cost (60% of the maximum annual contract amount) for operations plus a fixed rate cost for delivered units (up to 40% of the maximum annual contract amount).
- Negotiated rate where the State determines a set number of service units needed and negotiates with the Provider a delivery cost for the service units. The cost divided by the number of units needed determines a service unit rate.

A. Units of service

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

B. Method of compensation and payment

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

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

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

C. The Provider shall not require any additional fees for services provided through this contract without the prior approval of the State.

- D. The Provider shall not use funds received through this contract for:**
- a. Direct payments to any domestic violence survivors/children/batterers.
 - b. Services and costs for which it received compensation from other State, federal, or other sources.

FORM A: PEOPLE TO BE SERVED	ANNUAL GOAL FOR CONTRACT YEAR			
	Survivors	Children	Batterers	TOTAL
A. Number of people served				
1. Total # of people served by geographic area (unduplicated)				
a. East Hawaii	48	58	25	131
b. West Hawaii	23	35	15	73
c. Kauai	45	54	12	111
d. Lanai	10	12	7	29
e. Maui	62	78	50	190
f. Molokai	10	12	7	29
g. Central Oahu	70	85	28	183
h. Leeward Oahu	85	105	38	228
i. Windward Oahu	50	61	20	131
2. # of people served by gender (unduplicated)				
a. Female				
b. Male				
c. LGBTQ				
3. # of people served by age group (unduplicated)				
a. 0-4 years				
b. 5-11 years				
c. 12-17 years				
d. 18-24 years				
e. 25-59 years				
f. 60+ years				
g. Unknown				
4. # of people served by ethnicity (duplicated)				
a. American Indian/Alaskan Native				
b. African-American/Black				
c. Caucasian/White				
d. Chinese				
e. Filipino				
f. Hawaiian/Part-Hawaiian				
g. Hispanic/Latino				
h. Japanese				
i. Korean				
j. Melanesian (Fijian, New Guinean, Solomon Islander, etc.)				
k. Micronesian (Chamorro, Marshallese, Chuukese, Palauan, Kosraean, Pohnpeian, etc.)				
l. Multiple ethnicities (Not Part-Hawaiian & Not Part-Hispanic)				

<u>FORM A: PEOPLE TO BE SERVED</u> <u>(Continued)</u>	ANNUAL GOAL FOR CONTRACT YEAR			
	Survivors	Children	Batterers	TOTAL
m. Other Pacific Islander				
n. Samoan				
o. Tongan				
p. Southeast Asian (Cambodian, Laotian, Thai, Vietnamese, etc.)				
q. Other ethnicity not listed above				
r. Unknown				

<u>FORM B: SERVICE ACTIVITIES</u>	ANNUAL GOAL FOR CONTRACT YEAR			
	CWS	VCM	FSS	TOTAL
A. Service Activities				
1. # of referrals received				
2. # of assessments completed timely (within 2 weeks of referral)				
3. # of safety plans completed timely (within 2 weeks of assessment)				
4. # of service plans completed timely (within 2 weeks of assessment)				
5. # of discharge plans completed timely (within 2 weeks of program completion/termination)				
6. # of groups provided				
a. # of people who received group services				
7. # of support services provided:				
a. Referral and linkage for:				
1) Housing services or advocacy				
2) Financial support				
3) Employment				
4) Medical/mental health services				
5) Substance abuse services				
6) Child care assistance				
7) TRO assistance				
8) Legal services				
9) Educational/vocational services				
10) Other				
b. Advocacy				
c. Transportation				
d. Child care				
e. Supervised visitation				

f. Outreach services				
8. # of counseling services provided				
a. Individual				
b. Family				
c. Therapeutic visitation				

<u>FORM B: SERVICE ACTIVITIES</u>	ANNUAL GOAL FOR CONTRACT YEAR			
	CWS	VCM	FSS	TOTAL
A. Service Activities				
1. # of referrals received				
2. # of assessments completed timely (within 2 weeks of referral)				
3. # of safety plans completed timely (within 2 weeks of assessment)				
4. # of service plans completed timely (within 2 weeks of assessment)				
5. # of discharge plans completed timely (within 2 weeks of program completion/termination)				
6. # of groups provided				
a. # of people who received group services				
7. # of support services provided:				
a. Referral and linkage for:				
1) Housing services or advocacy				
2) Financial support				
3) Employment				
4) Medical/mental health services				
5) Substance abuse services				
6) Child care assistance				
7) TRO assistance				
8) Legal services				
9) Educational/vocational services				
10) Other				
b. Advocacy				
c. Transportation				
d. Child care				
e. Supervised visitation				
f. Outreach services				
8. # of counseling services provided				
a. Individual				
b. Family				
c. Therapeutic visitation				

<u>FORM C: OUTCOMES</u>	ANNUAL GOAL FOR CONTRACT YEAR			
	CWS	VCM	FSS	TOTAL
A. Service outcome data				
1. % of survivors who received an assessment within 2 weeks of referral	95%	95%	95%	95%
2. % of children (age 4 and older) who received an assessment within 2 weeks of referral	95%	95%	95%	95%
3. % of batterers who received an assessment within 2 weeks of referral	95%	95%	95%	95%
4. % of survivors who developed a safety plan	100%	100%	100%	100%
5. % of children (age 4 and older) who developed a safety plan	100%	100%	100%	100%
6. % of survivors who received individual services	80%	80%	80%	80%
7. % of children (age 4 and older) who received individual services	80%	80%	80%	80%
8. % of batterers who received individual services	80%	80%	80%	80%
9. % of survivors who attended groups	80%	80%	80%	80%
10. % of children (age 4 and older) who attended groups	80%	80%	80%	80%
11. % of batterers who attended BIP groups	100%	100%	100%	100%
12. % of batterers who completed BIPs groups	80%	80%	80%	80%
13. % of survivors who received support services	80%	80%	80%	80%
14. % of children (age 4 and older) who received support services	80%	80%	80%	80%
15. % of batterers who received support services	80%	80%	80%	80%
16. % of survivors who received counseling services	80%	80%	80%	80%
17. % of children (age 4 and older) who received counseling services	80%	80%	80%	80%
18. % of batterers who received counseling services	80%	80%	80%	80%
19. % of survivors who reported they were not involved in domestic violence during program participation	90%	90%	90%	90%
20. % of batterers who reported they were not involved in domestic violence during program participation	90%	90%	90%	90%
21. % of survivors who demonstrate increased knowledge and skills related to domestic violence	95%	95%	95%	95%

<u>FORM C: OUTCOMES</u> <u>(Continued)</u>	ANNUAL GOAL FOR CONTRACT YEAR			
	CWS	VCM	FSS	TOTAL
22. % of children who demonstrate increased knowledge and skills related to domestic violence.	95%	95%	95%	95%
23. % of batterers who demonstrate increased knowledge and skills related to domestic violence	95%	95%	95%	95%
24. % of batterers who demonstrate positive behavioral changes	95%	95%	95%	95%

WORK PLAN INSTRUCTIONS

The Work Plan shall be a comprehensive guide to services provided by the Applicant's program. It shall describe not only *what* services will be offered but *how* those services will be provided.

In the following table the Applicant shall complete Columns B, C, and D as related to the Service Activities and Program Requirements listed in Column A. Column B shall detail how the Activities and Requirements in Column A will be met. The title or position of responsible staff in Column C shall be consistent with the position titles used elsewhere in the proposal, such as in the Organization-wide and Program Specific Charts and the section on Staffing. For direct services staff specified in Column C, the Applicant shall indicate back-up staff to cover for the responsible staff. Column D pertains to the timeline or schedule for completing specific service activities or tasks not to when policies and procedures will be developed or implemented.

To illustrate how the applicant's proposal is maximizing the funding, resources, and staffing of the contract, include a Work Flow Chart to that identifies how the different service activities will be coordinated and supported so that no Waitlists occur.

The Applicant shall add the service activities from Section 2, Service Specifications, 2.4, Scope of Work, A., Service Activities into Column A and complete Columns B, C and D as related to the service activity. The Applicant may add other service activities that are not already listed or from the service activities from Section 2, Service Specifications, 2.4, Scope of Work, B., Service Activities to Column A. If the Applicant adds other service activities, the Applicant shall also complete Columns B, C, and D accordingly. The Applicant shall not remove any listed Activities or Requirements already on the Work Plan.

The Applicant shall assure that service activities will be provided in a manner consistent with the guiding principles of CWS Branch and the Service Goals detailed in Section 2 of this RFP.

See Section 2 of this RFP for further information regarding the specific required service activities and tasks.

NOTE: The Work Plan should correlate and supplement the proposal's narrative. The Work Plan should detail specific tasks, responsible staff, and timeline or schedule for each Activity and Requirement listed in Column A.

WORK PLAN

Service Name: _____

RFP #: SSD-21-POS-1090

Agency: _____

A	B	C	D
SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS per SECTION 2	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF AND BACK-UP STAFF	TIMELINE/SCHEDULE
Services shall: 1. Utilize evidenced based/best practice and trauma informed approaches.			
2. Be linguistically and culturally appropriate, including LEP individuals, and considerate of any disability.			
3. Be provided to clients and families, use gender neutral language, and prohibit harassment and discrimination based on gender, gender identity, and sexual orientation.			
4. Be provided flexibly to best			

SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS per SECTION 2	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF AND BACK-UP STAFF	TIMELINE/SCHEDULE
meet the specific needs of clients/families, including the times service activities are scheduled.			
5. Be assured continuity in the event of staff illness, medical emergencies, vacancies, or other situations.			
6. Written dispute/conflict resolution procedures shall address disagreements with staff, volunteers, and contracted personnel, with clients, and with community resources, including consulting with the DHS.			
7. The Provider shall ensure appropriate service transitions for resource families to other service providers/community agencies, as applicable, when the Contract ends.			
8. The Provider shall ensure appropriate service transitions for youths/young adults to other service providers/community agencies, as applicable, when the Contract ends.			

SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS per SECTION 2	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF AND BACK-UP STAFF	TIMELINE/SCHEDULE
Service Activities			
1. Intake and Case Closure			
2. Comprehensive Assessments			
3. Individual services, including: <ul style="list-style-type: none"> a. Crisis intervention b. Safety planning c. Service planning d. Discharge planning 			
4. Group services for survivors, children, and batterers.			
5. Support services, including: <ul style="list-style-type: none"> a. Advocacy, as needed b. Case management, referral and linkages, and collateral contacts c. TRO support d. Transportation services, as needed e. Supervised visitation f. Child Care g. Outreach 			
6. Counseling services, including: <ul style="list-style-type: none"> a. Individual counseling b. Family counseling c. Therapeutic visitation 			

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing the Proposal Application:

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

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

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

3.1 Program Overview

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

3.2 Experience and Ability (18 points)

A. Experience

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

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

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

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

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

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

B. Ability

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

C. Facilities

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

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

3.3 Staffing and Project Organization (16 points)**A. Staffing****1. Proposed staffing**

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

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

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

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

2. Staff qualifications

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

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

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

B. Project Organization

1. Supervision and training

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

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

2. Organization charts

The Applicant shall provide:

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

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

Performance Measurement Forms A, B, and C

The Applicant shall propose realistic numbers/percentages, considering that their staffing structure should be able to support the proposed numbers in manageable caseloads. Clear and sufficient justification shall be provided to support the proposed numbers/percentages. More points shall be awarded if the proposed numbers/percentages are realistic and appropriately justified not if larger numbers/percentages are proposed. The Applicant shall complete each item except for the grayed-out areas which shall not need projections. A narrative shall be included to explain the rationale for the numbers/percentages provided by the Applicant.

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

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

3.4 Service Delivery (55 points)

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

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

A. Direct Service Plan Provision (40 points)

1. The Applicant shall provide specific information about its intake/referral processes including, but not limited to:
 - a. How client referrals will be received and processed.
 - b. How the client will be notified of the program's response to the referral.
 - c. How the DHS will be notified of the program's response to the referral.
 - d. How the Applicant will initiate client contact.
 - e. What steps the Applicant will take to make contact with clients who are difficult to contact.
2. The Applicant shall provide specific information about its case closure processes including, but not limited to:
 - a. How the client will be discharged after completion of the program, for non-compliance, and/or for non-participation.
 - b. How the client will be notified of the discharge from services and case closure.
 - c. How the DHS will be notified of the discharge from services and case closure.
 - d. How Client Satisfaction Surveys will be completed, if applicable.
 - e. How client cases will be closed.
3. The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the following areas:
 - 1) Comprehensive assessment
 - 2) Individual services, including:
 - a. Crisis intervention
 - b. Safety planning
 - c. Service planning
 - d. Discharge planning
 - 3) Group services for survivors, children, and batterers.
 - 4) Support services, including:
 - a. Advocacy, as needed
 - b. Case management, referral and linkages, and collateral contacts.
 - c. TRO support
 - d. Transportation services, as needed
 - e. Supervised visitation
 - f. Child Care
 - g. Outreach

- 5) Counseling services, including:
 - a. Individual counseling
 - b. Family counseling
 - c. Therapeutic visitation

B. Coordination of Services

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

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

C. Quality Assurance and Evaluation

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

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

D. Grievance and Dispute/Conflict Resolution Procedures

The Applicant shall have written dispute/conflict resolution procedures, including consulting with the CWS/VCM/FSS as needed, to address disagreements with staff, volunteers, and contracted personnel, with clients, and with community resources. These procedures shall be written in non-adversarial language so as to encourage cooperation between the parties.

E. Quality Assurance and Evaluation

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

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

3.5 Financial (11 Points)

A. Pricing Structure: Proposed Budget

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

Note: The Applicant is advised that, for budgeting purposes, there are insurance requirements and auditing requirements under the Contract. See General Conditions and Special Conditions, Section 5 of this RFP.

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

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

Note: The Applicant shall review HRS Chapter 103F Cost Principles for Purchases of Health and Human Services for allowable expenditures. Travel for training purposes, Interisland

Travel, and Out-of-State Travel are not allowed unless approved by the DHS.

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

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

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

B. Other Financial Related Materials: Financial Audit

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

3.6 Other

A. Litigation Information

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

B. Special Conditions, page 5 and Certification Regarding Lobbying

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

C. Administrative Assurances

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

D. Hawaii Compliance Express Certification

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

Section 4

Proposal Evaluation

Section 4 Proposal Evaluation

4.1 Introduction

The evaluation of 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/or program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

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

<u>Evaluation Categories</u>	<u>Possible Points</u>
<i>Administrative Requirements</i>	<i>Pass or Reject</i>
Proposal Application	
Program Overview	0 points
Experience and Capability	18 points
Project Organization and Staffing	16 points
Service Delivery	55 points
Financial	11 points
TOTAL POSSIBLE POINTS	100 Points

4.3 Evaluation Criteria

A. Phase 1 - Evaluation of Proposal Requirements

**FAILURE TO INCLUDE ANY OF THE REQUIRED DOCUMENTS
STATED IN A.1. ADMINISTRATIVE REQUIREMENTS AND A.2.**

**PROPOSAL APPLICATION REQUIREMENTS AS PART OF THE
SUBMITTED FINAL PROPOSAL SHALL RESULT IN REJECTION OF
THE PROPOSAL.**

1. Administrative Requirements (Pass or Reject)

- a. Proposal Application Checklist
- b. Hawaii Compliance Express Verification
- c. Financial Audit (most recent within last two years)
- d. Administrative Assurances

2. Proposal Application Requirements (Pass or Reject)

- Proposal Application Identification Form (Form SPOH-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing (including performance measurement Forms A, B, and C)
- Service Delivery (including the Work Plan)
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

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

- 1. *Program Overview:*** No points are assigned to Program Overview. The intent is to give the Applicant an opportunity orient evaluators as to the service(s) being offered. The Applicant shall highlight the agency's mission as well as the goals and objectives for the proposed service activities relative to the assessed needs and available resources of the target population and geographic coverage of service.

2. *Experience and Ability (18 Points)*

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

a. Necessary Skills

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

4 points

b. Experience

- 1) The Applicant has provided all required information demonstrating at least two (2) years of experience within the most recent five (5) years pertinent to the service activities detailed in Section 2.
- 2) The Applicant has provided information demonstrating the ability and experience of working with survivors and families involved in domestic violence and is able to provide services to meet the needs of different individuals, cultures, and communities, including male and female survivors, children of all ages, individuals who identify as LGBTQ, have Limited English Proficiency (LEP), and/or have physical limitations.
- 3) The Applicant has provided the following verifiable information for each contract/project listed:
 - a) Contract/project identification number
 - b) Contracting Agency
 - c) Name of contact person, phone number, mailing address, and email address of contracting agency
 - d) Title and a brief description of the service

4 points

c. Quality Assurance and Evaluation

The Applicant has fully described and demonstrated the sufficiency of its plans for quality assurance, evaluation, and improvement for the proposed services, including its **methodology, instruments, and timelines.**

4 points

d. Coordination of Services and Collaboration

- 1) The Applicant has provided a **detailed plan** demonstrating its capability of coordinating its services to clients with the DHS and other agencies/community resources.

d. Coordination of Services and Collaboration
(continued)

- 1) The Applicant has provided a **detailed plan** demonstrating its capability of coordinating its services to clients with the DHS and other agencies/community resources.
- 2) The plan has included the Applicant's capability of community collaboration and participation with other domestic violence service providers and community agencies. Evidence of the Applicant's participation such as verification letters, meeting minutes, and other documents are attached.

4 points

e. Facilities

The Applicant has provided information demonstrating the appropriateness/adequacy of facilities relative to the proposed services. This includes, but is not limited to: street address, description of facilities, and facilities meeting ADA requirements, as applicable.

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

2 points

3. Project Organization and Staffing (13 Points)

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

a. Staffing

- 1) Proposed Staffing (including subcontracted positions): The Applicant has provided:
 - a) The staffing pattern
 - b) Client/staff ratio
 - c) Caseload capacity
 - d) List of positions and whether full or part-time under the contractThese items are fully described and reasonable to insure appropriate delivery of the proposed services.

a. Staffing (continued)

- 2) Staff Qualifications (including subcontracted positions):
- a) Position titles and descriptions, including the minimum qualifications (education, experience, license, if applicable) for staff budgeted to the contract, are fully described and are sufficient to ensure quality program/service delivery. Position descriptions are attached.

7 points

b. Project Organization

- 1) Supervision and Training:
The Applicant has described the ability to **supervise, train** and provide administrative direction to staff relative to the delivery of the proposed services.
- 2) Organization Charts:
- a) The Applicant has detailed the **approach and rationale** for the structure, functions, and staffing to deliver the proposed service activities and tasks.
- b) The Applicant has also provided:
- i) An organization-wide chart showing where the proposed program fits within the applicant's agency
- ii) A program-specific chart that details for each position budgeted to the program:
- Position title from the position description
 - Minimum qualification level (e.g. high school diploma, Bachelor's degree, Master's degree)
 - Full-time equivalency (FTE) to the applicant's agency and to the program,
 - The lines of authority and supervision.

6 points

4. *Service Delivery (55 Points)*

Evaluation criteria for this section will assess the Applicant's approach to the service activities and management requirements outlined in the Proposal Application, including evidence based/informed and/or best/promising practice. The evaluation criteria may also include an assessment of the logic of the Work Plan for the major service activities and tasks to be completed, including clarity in work assignments and responsibilities, and the practicality of the timelines and schedules, as applicable.

a. Intake and Case Closure

The Applicant shall provide detailed information on its intake and case closure process, including but not limited to:

1. How referrals will be received and processed, including criteria for admission to and exclusion from the program.
2. How the clients and referral sources, including the DHS/VCM/FSS, will be notified of the program's response to the referral.
3. The criteria and process for client completion of and/or administrative discharge from the program.
4. How the client's case will be closed.
5. How the clients, DHS, VCM, and FSS will be notified of the discharge from services and case closure.

5 points

b. Service Activities

The applicant has provided a detailed, comprehensive, and practical plan for the delivery of shelter services, including the areas specified below:

- 1) Comprehensive assessment
- 2) Individual services, including:
 - a. Crisis intervention
 - b. Safety planning
 - c. Service planning
 - d. Discharge planning
- 3) Group services for survivors, children, and batterers.
- 4) Support services, including:
 - a. Advocacy, as needed

b. Service Activities (Continued)

- b. Case management, referral and linkages, and collateral contacts
- c. TRO support
- d. Transportation services, as needed
- e. Supervised visitation
- f. Child Care
- g. Outreach
- 5) Counseling services, including:
 - a. Individual counseling
 - b. Family counseling
 - c. Therapeutic visitation

45 points

c. Performance Measurement Forms A, B, and C

- 1) The Applicant has provided reasonable numbers and percentages for all items listed in Performance Measurement Forms A, B, and C.

4 points

d. Grievance and Dispute/Conflict Resolution Procedures

The Applicant has provided a policy and procedure to positively address potential disputes between the survivor and the provider, the provider and other community providers, and the provider and the DHS.

1 points

5. Financial (13 Points)

a. Pricing Structure:

- 1) The Applicant has submitted a clear and detailed budget utilizing the pricing structure designated in RFP Section 2.
- 2) The budget fully supports the Scope of Work in RFP Section 2, and information provided in the Performance Measurement Forms A, B, and C.
- 3) The Applicant has submitted all required budget information on the budget forms listed in Section 3. All budget forms have been attached to the Application.

a. Pricing Structure (continued):

- 4) The Applicant has provided all budgeted costs (personnel and non-personnel) which are appropriate considering the service activities and tasks to be delivered. The Applicant has clearly explained how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget is in compliance with any applicable laws, regulations, and rules.
- 5) The Applicant has provided a separate, clear and acceptable budget for the administrative costs **not to exceed 15%** of the annual funding amount and justify the costs. The administrative costs budget, federally-approved indirect rate approval letter, and general categories used to determine the federal rate have been attached to the Application.

8 points

b. Other Financial Related Materials: Financial Audit

The applicant has submitted the most recent financial audit and has provided information that demonstrated an adequate accounting system. The applicant has included any management letters that accompanied the audit. The financial audit and management letters, if applicable, are attached.

3 points

C. Phase 3 - Recommendation for Award

Each Notice of Award shall contain a statement of findings and decision for the award or non-award of the contract.

Section 5

Attachments

ATTACHMENT A

Proposal Application Identification Form (SP0-H-200)

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

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

ATTACHMENT B

Proposal Application Checklist

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

Proposal Application Checklist

Applicant: _____ RFP No.: SSD-21-POS-1090 _____

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

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

Authorized Signature

Date

ATTACHMENT C

Sample Proposal Application Table of Contents

Proposal Application Table of Contents

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N.	Hawaii Compliance Express certification	

ATTACHMENT D

CRIMINAL HISTORY RECORD CHECK STANDARDS

AND

**PROTECTIVE SERVICES CENTRAL REGISTRY
STANDARDS**

These will be included in the Contract.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS

(Revised 4/18/13)

I. PURPOSE

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

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

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

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

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

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

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

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

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

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

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

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

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

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

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

Attachments

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

DEPARTMENT OF HUMAN SERVICES
PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

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

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

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

- C. The DHS or its designee is responsible for conducting the Protective Services Central Registry checks upon request of the individual seeking to become a direct service provider.

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

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

APS CENTRAL REGISTRY CHECK

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

CWS CENTRAL REGISTRY CHECK

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

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

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

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

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

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

ATTACHMENT E

General Conditions

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

These will be included in the Contract.

ATTACHMENT F

Special Conditions

These will be included in the Contract.

Pages 5-17 and 5-28 should be printed then completed and included in the Proposal Application.

SPECIAL CONDITIONS

(Final Rev. 4/15/19)

1. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, when receiving federal funds the PROVIDER shall comply with all regulations and requirements of the expending federal agency and complete all required forms and documents. Any PROVIDER receiving federal funds shall secure a Data Universal Numbering System (D-U-N-S) Number and provide it to the STATE as requested; refer to <http://fedgov.dnb.com/webform> for information. The PROVIDER shall allow full access to records, reports, files, and other documents so that their program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Contract and any subsequent Supplemental Agreements, as applicable.

2. **Insurance.** The following provisions are added to Section 1.4, Insurance Requirements, of the General Conditions:
 - a. The Commercial General Liability Insurance required in Section 1.4 of the General Conditions shall be per occurrence.

 - b. The PROVIDER shall obtain and maintain at all times Automobile Liability Insurance for Any Auto, Non-Owned Autos, and Hired Autos used by the PROVIDER to complete the services specified in this Contract and any subsequent Supplemental Agreements, as applicable. Autos shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes (HRS), if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The insurance amount shall be no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per accident. Prior to or upon execution of this Contract and any subsequent Supplemental Agreements, as applicable, the PROVIDER shall furnish the STATE with a Certificate of Liability Insurance verifying this insurance.

 - c. If the PROVIDER'S employees are required to use personally-owned automobiles to complete the services specified in this Contract and any subsequent Supplemental Agreements, as applicable, whether or not they transport clients, the PROVIDER shall require its employees to have a valid driver's license, obtain and maintain all Automobile Insurance as required by the laws of the State of Hawaii, and use only vehicles for which there is an Automobile Liability Insurance amount of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per accident. This Automobile Liability Insurance may come from the PROVIDER'S Automobile Liability Insurance, which should cover Non-Owned Autos, the PROVIDER'S Commercial General Liability Insurance, or the employee's own Automobile Insurance.

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

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

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

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

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

required services instead of amending an existing contract in order to assure that the STATE is receiving the most advantageous bargain...”

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

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

PROVIDER:

Name: _____

Title: _____

Address: _____

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

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

15. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify the STATE of its intent to reduce, terminate, or deny services to a STATE-referred client or family at least fourteen (14) consecutive days before the date of termination or denial of services except in cases which require immediate termination or as stated elsewhere in this Contract and any subsequent Supplemental Agreements, as applicable.
16. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by the STATE and shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all funds received and all direct and indirect expenditures of any nature related to the PROVIDER'S performance as well as provide an adequate audit trail to support the PROVIDER'S claims for reimbursement under this Contract and any subsequent Supplemental Agreements, as applicable. The requirements for an adequate accounting system shall include, but are not limited to:
- a. The ability to keep all procurement and financial records accurately as required by the DHS, the State Procurement Office, and the laws of the State of Hawaii.
 - b. The ability to submit timely documentation of all necessary cost data on the forms required by the Contract and any subsequent Supplemental Agreements, as applicable.
 - c. Compliance with generally accepted accounting principles.
17. **Equipment.** If more than fifty percent (50%) of the total contract funds specified in Attachment 3, Compensation and Payment Schedule, of this Contract, and Attachment S3, Compensation Schedule, of any subsequent Supplemental Agreements, as applicable, are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Contract and any subsequent Supplemental Agreements, as applicable, including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and an expected life of more than one year, shall remain the property of the STATE. Following the Contract period, including any subsequent Supplemental Agreements, as applicable, all equipment shall be reported in the final fiscal report to the STATE. The disposition of the equipment shall be prescribed by the STATE.

- 18. State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Contract and any subsequent Supplemental Agreements, as applicable. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards and shall furnish a copy of such audit to the STATE. This requirement shall apply to all PROVIDERS receiving general funds from the STATE.

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

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

19. Federal Audit Requirement.

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

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

- 21. Tax Clearance.** As a result of Act 190, SLH 2011 and Chapter 103F, HRS, all Chapter 103F PROVIDERS are now required to register on Hawaii Compliance Express (HCE) for compliance verification.
- a. Those PROVIDERS who have HCE compliance verifications on which there is a file number on the line that reads "DCCA FILE #" and there is "Exempt" on the line that reads "COGS, Hawaii Department of Commerce and Consumer Affairs" below that, or on the line that reads "DCCA FILE #" it is blank and on the line that reads "COGS, Hawaii Department of Commerce and Consumer Affairs" below that it is also blank but the HCE compliance verification reads "Compliant", shall provide a DCCA Certificate of Good Standing when providing signed contract documents to the STATE or as requested by the STATE.

22. In accordance with Act 69, SLH 2010, Chapter 103F, HRS, was amended effective April 29, 2010 by adding a new section as follows:
 “103F-___ Proposals and awards. a) No contract proposals shall be accepted from any applicant who lacks any license necessary to conduct the business being sought by the request for proposals.
 b) Proposals submitted under this chapter shall include all costs, fees, and taxes, and any award or contract shall be for the amount of the proposal. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance premium, or general excise tax rebates to or waivers for an applicant or bidder.”
23. In accordance with Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds, all PROVIDERS receiving federal funds, including, but not limited to, state and local governments and recipients of federal research grants, shall clearly state:
- a. The total amount of the federal funds for the program or project.
 - b. The percentage of the total costs of the program or project to be financed with federal funds.
 - c. The total amount and percentage of the total costs of the program or project to be financed by non-governmental sources.
24. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** Any SUBCONTRACTOR (also known as a lower tier participant under federal regulations) under this Contract and any subsequent Supplemental Agreements, as applicable, may be asked to sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions stating that neither the SUBCONTRACTOR nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or any subsequent Supplemental Agreements, as applicable, by any federal department or agency. If a SUBCONTRACTOR is unable to certify this, an explanation shall be included in the Contract and any subsequent Supplemental Agreements, as applicable.
25. **Certification Regarding Lobbying.** The PROVIDER and any SUBCONTRACTORS shall sign and submit to the STATE the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
26. **Nondiscrimination.**
- a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations, which effectuates Title VI of the Civil Rights Act of 1964, the PROVIDER and any SUBCONTRACTORS assure that no person shall,

on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.

- b. Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations, which effectuates Section 504 of the Rehabilitation Act of 1973, the PROVIDER and any SUBCONTRACTORS hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
- c. Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations, which effectuates Title IX of the Educational Amendments of 1972, as well as Section 844 of the Educational Amendments of 1974, the PROVIDER and any SUBCONTRACTORS hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
- d. Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations, which effectuates the Age Discrimination Act of 1975, and except as may be specified in Attachment 1, Scope of Services, of this Contract, and Attachment S1, Scope of Services, of any subsequent Supplemental Agreements, as applicable, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
- e. Language Access Services.** In accordance with the State of Hawaii and federal laws, the PROVIDER shall ensure access, delivery, and documentation of Language Assistance Services, including interpreter services, to clients with Limited English Proficiency (LEP). The PROVIDER shall develop and maintain procedures that specify how Language Assistance Services shall be delivered by the PROVIDER. The PROVIDER:
- 1) Shall offer Language Assistance Services to all clients at no cost to the client and document the offer as well as whether the client declined or accepted the services. The PROVIDER may use either the DHS Form, “DHS 5000 – Offer of Acceptance or Waiver of Free Interpreter Services”, or the PROVIDER’S own version of the Form consisting of the contents of the Form with the PROVIDER’S own agency identified on it (refer to the DHS website at <http://humanservices.hawaii.gov/civil-rights-corner/> for the Form).
 - 2) Shall maintain the signed Form in the client’s file.

- 3) Is prohibited from requiring clients to bring their own interpreters with them to orientation sessions, interviews, or other appointments.
 - 4) Is responsible for the cost of interpreters.
 - 5) Shall accommodate a multicultural referral base that speaks languages other than English including, but not limited to, Cantonese, Chuukese, Hawaiian, Ilocano, Japanese, Korean, Marshallese, Tagalog, Spanish, Thai, and Vietnamese.
 - 6) Shall submit a quarterly LEP Report on a form provided by the DHS that includes at a minimum:
 - a) The number of LEP clients who were offered Language Assistance Services and, from that number, how many declined or accepted the services.
 - b) The primary language spoken by each LEP client.
 - c) The type of Language Assistance Services provided.
 - d) The name of the interpreter and their agency, if applicable.
27. All recipients of State or Federal funds through the DHS shall be expected to conduct themselves in a manner that is respectful and courteous to others as well as to refrain from hostile and harassing behavior that might be considered offensive or discriminatory. Use of bias-free language shall be expected. Offensive gestures, e-mails, texts, photographs, screensavers, downloads, calendars, and other graphics shall be inappropriate in the workplace. The workplace and services areas shall be free from any and all discriminatory and offensive practices, including, but not limited to, the use of tobacco products and sprays and fragrances to which individuals could have allergic reactions.

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

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

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

28. **Environmental Tobacco Smoke.** The PROVIDER shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments. Federal programs include grants, cooperative agreements, and contracts. The law does not apply to children's services provided in private residences, facilities

funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The PROVIDER further agrees that the above language shall be included in any sub awards which contain provisions for children's services and that all SUBCONTRACTORS shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or shall be paid by, or on behalf of, the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards to all tiers (including subcontracts, subgrants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature

Title

Organization

STATE OF HAWAII

DEPARTMENT OF HUMAN SERVICES

OFFER AND ACCEPTANCE OR WAIVER OF FREE INTERPRETER SERVICES

Case Name: _____ Case Number: _____

Interpreter Needed For: _____
(Name)

Worker: _____ Unit: _____

Phone: _____ Fax: _____

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

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

ATTACHMENT G

Administrative Assurances

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

ADMINISTRATIVE ASSURANCES

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

1. Staff Development

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

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

2. Supervision

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

3. Criminal History Record and Protective Services Central Registry Checks

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

4. Coordination of Services

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

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

5. Quality Assurance & Program Evaluation

There shall be a written quality assurance plan that addresses:

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

6. Documentation of Utilization

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

7. Minimal English and Physical Limitations

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

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

SIGNATURE

DATE

TYPE OR PRINT NAME

TITLE

AGENCY

ATTACHMENT H

Sample Program and Fiscal Forms

SAMPLE QUARTERLY ACTIVITY REPORT

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

Reporting Quarter: 1st 2nd 3rd 4th Fiscal Year: Fiscal Year 2022

Provider: _____ Contract No.: _____

Program Name: _____

I. SERVICES PURCHASED:

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

II. PEOPLE NOT SERVED:

1. How many people were not served (turned away) due to lack of available space this quarter?

2. How many people remained waiting (on waiting list) to be served at the end of this quarter?

III. PEOPLE TO BE SERVED:

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

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

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

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

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

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

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

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

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

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

Report prepared/submitted by:

Print Name

Title

Signature

Date

SAMPLE QUARTERLY STAFFING CHANGES

Attach a copy to the Quarterly Activity Report

1) Fiscal Year: <u>FY 2022</u>	2) Quarter: ____ 1 st ____ 2 nd ____ 3 rd ____ 4 th
3) Provider Name:	
4) Program Name:	
5) Funding Dept:	6) Contract #:

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

Form QSC 1 (01/00)

SAMPLE MONTHLY CLIENT ELIGIBILITY LIST

Fiscal Year:

Report Period (Month):

Contract No.:

Provider/Agency Name:

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

SAMPLE DHS 210**REPORT OF EXPENDITURES**

Provider:

Contract No.:

Reporting Period Covered:

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

Sample DHS Form 210A

Provider: _____

Contract
No.: _____

Reporting Period Covered:

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

Sample Invoice

Add Agency Logo/Name in this text box

State of Hawaii
Department of Human Services
Social Services Division

INVOICE

DHS USE ONLY (Do not reduce this area):

Provider Name: _____
Address: _____

Service Name: _____

Contract No.: _____ **Contract Amt: \$** _____
Contract Period: From: _____ To: _____
 MM/DD/YYYY MM/DD/YYYY

Amount Requested: \$_____ For Period: _____ to _____
MM/DD/YYYY MM/DD/YYYY

Quarterly Base Payment: ☐ Q1 ☐ Q2 ☐ Q3 ☐ Q4

Payment Summary

For Cost Reimbursement or Fixed Rate Pricing Only:

Contract Amt.:	\$	_____
YTD Billing (including this invoice):	\$	_____
Remaining balance:	\$	_____

For Combination Pricing (Base Payment & Fixed Rate) Only:

Contract Amt.:	\$	_____
YTD Billing (including this invoice):	\$	_____
Remaining balance:	\$	_____
a. Base amount balance:	\$	_____
b. Fixed Rate balance:	\$	_____

Comments:

I certify that the information contained hereinabove is true and correct, and that the services and disbursements have been made in accordance to the conditions stipulated in the Contract.

Authorized Signature: _____ Date: _____
 Title: _____

DHS USE ONLY:

Approved for Payment: _____ Date: _____
Signature
Title:

Submit an electronic invoice signed in **blue** ink or an original invoice signed in **blue** ink with 1 copy

Sample DHS LEP Form

SERVICE PROVIDER		CONTRACT NO:		REPORTING PERIOD (FY):		Q1 - July - Sept.		Q2 - Oct. - Dec.		Q3 - Jan. - March		Q4 - April - June				
TYPE OF LANGUAGE SERVICE PROVIDED		SERVICE PROVIDER TYPE										EXPENDITURES				
LANGUAGE	TOTAL LEP #	PAID				PAID				PAID				Other (Identify)	TOTAL LEP EXPENDITURES \$0.00	
		Face-to-Face Interpreter	Sight translation	Written translation	Telephone Interpreter	Bilingual Staff	Community Volunteer	Staff Volunteer	Interpreter (via Agency)	Interpreter Professional	Client provided	Face-to-Face Interpreter	Sight translation			Written translation
Cantonese	0															
Cherokee																
Chinese																
Hawaiian																
Italian																
Japanese																
Korean																
Korean																
Marathi																
Portuguese																
Samoan																
Spanish																
Tamil																
Thai																
Tongan																
Vietnamese																
Tagalog (Cebuano)																
Sign Language-Hearing Impaired																
Other - Somali																
Other - (Identify)																
Other - (Identify)																

Sign translation - Interpreter translated document immediately

Sign provided Interpreter must be identified in client's case record.

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

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