

State of Hawaii  
Department of Human Services  
Social Services Division

**Addendum No. 1**

**January 12, 2023**

**to**

**Intra-Familial Sex Abuse Services-**

**Statewide**

**RFP Posting Date: 11/21/2022**

**Proposal Submission Deadline:**

**2/15/2023, 4:30 p.m.,**

**Hawaii Standard Time**

**ADDENDUM NO. 1**

**January 12, 2023**

**to**

**REQUEST FOR PROPOSALS (RFP)**

**SSD-23-POS-1270**

**Intra-Familial Sex Abuse Services- Statewide**

The Department of Human Services, Social Services Division, Child Welfare Services Branch is issuing this Addendum to add additional information and correct/revise the RFP as detailed below.

If you have any questions please contact:  
Ms. Jenny Matsunaga, POS Specialist and RFP Contact  
(808) 586-5737  
jmatsunaga@dhs.hawaii.gov

**RFP Corrections, Revisions, and Comments**

Please see fully revised RFP as follows.

1. Section 1, update letterhead on Memorandum, p.1
2. Section 1, update table of contents to reflect changes in page numbers.
3. Section 2, various font and numbering revisions.
4. Section 2, D. Administrative/Management requirements, 7. d.

American Rescue Plan Act (ARP) deadlines have been revised to:

3. Semi-annual Activity Report due by the last day of April and October.

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:

**Intra-Familial Sex Abuse Treatment Services- Statewide  
RFP SSD-23-POS-1270**

The new contract(s) are expected to begin on July 01, 2023.

**As of November 21, 2022**, interested parties may review the RFP posted on the State Procurement Office website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov) and see Procurement Notices/Bidding Opportunities.

The Department will conduct a meeting via video conference to discuss the RFP and answer questions from the community. If you would like to attend please call Ms. Jenny Matsunaga at (808) 586-5737 or email her at [jmatsunaga@dhs.hawaii.gov](mailto:jmatsunaga@dhs.hawaii.gov) by **4:30 p.m. HST on Monday, December 5, 2022** and provide your name, position title, agency, phone number, and email address.

The RFP Meeting will be held as follows:

**Date:** Tuesday, December 06, 2022  
**Time:** 2:45 p.m. to 4:15 p.m. HST

**Written questions will be accepted until 4:30 p.m. HST on December 9, 2022.** Please direct written questions electronically through HIEPRO. If unable to submit through HIEPRO please submit to [jmatsunaga@dhs.hawaii.gov](mailto:jmatsunaga@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-23-POS-1270**

**Intra-Familial Sex Abuse Treatment  
Services-**

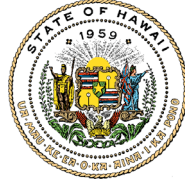
**Statewide**

**RFP Posting Date: 11/21/2022**

**RFP Proposal Submission Deadline:  
2/15/2023, 4:30 p.m.,  
Hawaii Standard Time**

**NOTE:** *It is the Applicant's responsibility to access the State of Hawaii eProcurement system (HiePRO) and 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.*

**JOSH GREEN, M.D.**  
GOVERNOR  
KE KIA'ĀINA



**CATHY BETTS**  
DIRECTOR  
KA LUNA HO'OKELE

**JOSEPH CAMPOS II**  
DEPUTY DIRECTOR  
KA HOPE LUNA HO'OKELE

**STATE OF HAWAII**  
KA MOKU'ĀINA O HAWAI'I  
**DEPARTMENT OF HUMAN SERVICES**  
KA 'OIHANA MĀLAMA LAWELAWE KANAKA  
Office of the Director  
P. O. Box 339  
Honolulu, Hawaii 96809-0339

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 Intra-Familial Sex Abuse Treatment Services. The attached Request for Proposals (RFP) SSD-23-POS-1270 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 12/6/2022, 2:45pm-4:15pm, Hawaii Standard Time (HST). See 1.7 Orientation, Section 1 of this RFP for further information. All prospective Applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations, please contact Ms. Jenny Matsunaga, POS Specialist/RFP Contact Person, at (808) 586-5737 or at [jmatsunaga@dhs.hawaii.gov](mailto:jmatsunaga@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:**  
**2/15/2023, 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. The Applicant shall submit a Portable Document Format (PDF) proposal to the solicitation located on the State of Hawaii eProcurement system (HIePRO).**

**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 proposals onto the State of Hawaii eProcurement system (HIePRO). The Applicant can locate this solicitation on HIePRO. The proposal shall include the RFP number and the Applicant's name. All proposals in PDF shall be submitted in at least three (3) parts for ease of transmission and reviewing. All PDFs shall be identified with the RFP number (as abbreviated in the following example), along with the Applicant's initials (e.g., Humanity Community Services - HCS), and the PDF's content. If the PDF contains several sections of the proposal, the PDF shall be labeled with the names of the three (3) main sections (as stated in the following example):
  - a. 23-1270.HCS.narrative.
  - b. 23-1270.HCS.budget.
  - c. 23-1270.HCS.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 is the address for proposal submissions:

**STATE OF HAWAII EPROCUREMENT SYSTEM (HIePRO):**  
**<https://hiepro.ehawaii.gov/>**

**RFP CONTACT PERSON:**

Ms. Jenny Matsunaga, POS Specialist

Phone: (808) 586-5737

Email: [jmatsunaga@dhs.hawaii.gov](mailto:jmatsunaga@dhs.hawaii.gov)

**PLEASE BE ADVISED:**

1. Proposal submissions attempted after **2/15/2023, 4:30 p.m., Hawaii Standard Time (HST), SHALL NOT** be accepted.
2. The Applicant is **strongly encouraged** to submit **all** electronic copies of the proposal submission in advance of the proposal submission deadline. This will allow the Applicant the opportunity to assure that the electronic copies have been received by the DHS in a timely manner.
3. Proposals sent by facsimile (fax) shall not be accepted.
5. It is the Applicant's responsibility to access the State of Hawaii eProcurement system (HIePRO) and the Hawaii Awards and Notices Data System (HANDS) on the State Procurement Office (SPO) website for on the State Procurement Office website for information on Bidding Opportunities (Notices of Solicitations) or to contact the RFP Contact Person identified above regarding any subsequently issued addendum for this RFP, which may include a revision to the proposal submission deadline.

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

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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>
<b>Public notice announcing Request for Proposals (RFP)</b>	<b>11/21/2022</b>
Distribution of RFP	11/21/2022
<b>RFP Orientation</b>	<b>12/6/2022 2:45pm-4:15pm, HST</b>
Applicants’ submission of written questions for written responses deadline	12/9/2022 @ 4:30pm HST
State purchasing agency's response to Applicants’ written questions deadline	1/12/2023
Discussions with Applicants prior to proposal submission (optional)	As needed
<b>Proposal submission deadline</b>	<b>2/15/2023 4:30 p.m., HST</b>
Discussions with Applicants after proposal submission (optional)	As needed
Final revised proposals deadline (optional)	As needed
Proposal evaluation period	2/16/2023-3/9/2023
Provider selection	3/13/2023
<b>Statement of Findings and Decision (Notice of Award)</b>	<b>3/23/2023</b>
<b>Contract start date</b>	<b>7/1/2023</b>

## 1.2 Website Reference

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

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

### Non-SPO websites

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

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

## 1.3 Authority

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

## 1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

## 1.5 Contracting Office

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

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

## 1.6 RFP Contact Person

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

Ms. Jenny Matsunaga  
Purchase of Services Unit  
Phone: (808) 586-5737  
Email: [jmatsunaga@dhs.hawaii.gov](mailto:jmatsunaga@dhs.hawaii.gov)

## 1.7 Orientation

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

<b>Date:</b>	<u>12/6/2022</u>
<b>Time:</b>	<u>2:45pm-4:15pm HST</u>
<b>Location:</b>	Department of Human Services via Microsoft Teams and Teleconference

To attend the Orientation the Applicant shall contact Ms. Jenny Matsunaga at (808) 586-5737 or [jmatsunaga@dhs.hawaii.gov](mailto:jmatsunaga@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.

## 1.8 Submission of Questions

The Applicant is encouraged to submit written questions through HIEPRO prior to the Orientation. If unable to submit through HIEPRO please submit to [jmatsunaga@dhs.hawaii.gov](mailto:jmatsunaga@dhs.hawaii.gov). 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 **12/9/2022 @ 4:30 p.m., Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **1/12/2023.**

## 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 shall be allowed 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**

All received proposals 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:

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

### **1.19 Notice of Award**

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

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

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

### **1.20 Protests**

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

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

The Notice of Protest shall be postmarked by the USPS or hand delivered to: 1) the Head of the State purchasing agency (HOPA) conducting the procurement, and 2) the procurement officer conducting the procurement within five (5)

working days of the postmark of the Statement of Findings and Decision (Notice of Award) sent to the Applicant protestor. If delivery services other than the USPS are used they shall be considered hand delivery and the Notice of Protest shall be considered submitted on the date received by the State purchasing agency.

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

**1.21 Availability of Funds**

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

**1.22 General and Special Conditions of Contract**

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

**1.23 Cost Principles**

To promote uniform purchasing practices among State purchasing agencies procuring Health and Human Services under HRS Chapter 103F, State purchasing agencies shall utilize standard Cost Principles (SPOH-201) (see 1.2 Website Reference, Section 1 of this RFP). The State Cost Principles shall not exempt the Provider from complying with any cost principles under federal law.

## **Section 2**

# **Service Specifications**

## Section 2

### Service Specifications

#### 2.1 Introduction

##### A. Overview and purpose

1. The Department of Human Services (DHS), Social Services Division, Child Welfare Services (CWS) Branch provides child welfare and case management services to children and their biological, extended, resource, and adoptive families and legal custodians to ensure safe, nurturing, and permanent families for Hawaii's children.
2. The DHS/CWS is seeking proposals for Intra-Familial Sex Abuse Treatment Services (IFSATS) for children and their families/caregivers involved in or referred by CWS, Voluntary Case Management (VCM), and Family Strengthening Services (FSS), including perpetrators and their victims and families. Services shall include non-treatment and treatment services:
  - a. Non-treatment services are necessary to ensure appropriate referrals to services and to provide information essential for the development of appropriate case plans, preparation for court hearings, and facilitation of case reviews, case management, and supervision.

Non-treatment services include:

1. Initial and ongoing assessment of the safety of the child and the progress of the family;
2. Social skill building for all clients referred for services;
3. Assertiveness skill building;
4. Communication skill building;
5. Prevention and safety planning;
6. Educational individual and group sessions;
7. Case management;
8. Monitoring and after care; and
9. Individual and group peer support and self-help.

- b. Treatment services include:
  1. Group therapy;
  2. Individual therapy; and
  3. Family therapy.

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

  X   Information from funders (legislature, federal agencies, private foundations, etc.) on funding terms and conditions.

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

A Request for Information (RFI) was posted on the State Procurement Office (SPO)/Procurement Notices System website on September 30, 2022, requesting community feedback by October 14, 2022, to gather information and assist in the development of this RFP. Planning information may be obtained from Ms. Jenny Matsunaga, POS Specialist and RFP contact person, by email at [jmatsunaga@dhs.hawaii.gov](mailto:jmatsunaga@dhs.hawaii.gov).

**C. Service goals**

The service goals and interventions are designed to ensure and promote the child victim’s and public’s safety, strengthen the child victim’s and family’s protective factors, engage and hold the offender solely responsible for the harm, and promote positive behavioral changes by the offender to prevent re-abuse. The goals and guiding principles include:

1. Child victim safety is the overarching goal of the services and interventions. Child victim safety and protective factors shall be enhanced through services and supports.
2. Child victims shall remain safely in the home with the non-offending parent/caregiver when appropriate. The removal of the offender ensures the victim’s emotional and physical safety and reflects an assignment of sole responsibility to the offender.
3. Offenders shall be held accountable for their actions. They shall be motivated to be engaged to make concrete behavioral changes to eliminate violence against children and end the adverse impact on children.
4. Service activities shall be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the Contract.

5. Service activities shall be evidenced based/evidence informed/best practice/promising practice and provide clear and attainable goals and objectives.
6. Service activities shall be individualized and responsive to the strengths, needs, values, and preferences of child victims, non-offending caregivers, offenders, and their families. They shall be linguistically appropriate and consider the individual's/family's cultural and community ties.

**D. Target population to be served**

1. Services shall be provided to families referred by CWS, VCM, or FSS who are in need of services to address intra-familial sex abuse. Priority shall be given to CWS court involved families. Efforts by VCM and FSS providers shall be made to link families to community resources prior to the use of the Contract or when services are not available due to a Provider being at capacity. A Provider may assist CWS, VCM, and FSS in identifying other appropriate community resources.
2. Services shall continue to be provided to families when the CWS, VCM, or FSS case is closed, as appropriate.
  - a. People served shall include:
    1. Adults molested as children;
    2. Victims of intra-familial sexual abuse;
    3. Non-offending spouses, partners, and caregivers;
    4. Adult offenders;
    5. Sexually reactive youth; and
    6. Siblings at risk.
3. Specifics regarding the target population may be adjusted to meet the needs of the community and to comply with State or federal laws. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to implementation.
4. The estimated number of referrals (intakes/cases) to be served annually per geographic area are estimated as follows. Each intake/case may include one (1) or more families:
 

a. East Hawaii	55
b. West Hawaii	20
c. Kauai	28
d. Maui County	65
e. Oahu	130

**E. Geographic coverage of service**

1. The Provider shall be responsible for the provision of the full range of contracted services throughout the contracted area/s, including service capacity and staffing.
2. Services shall be provided statewide to the geographic areas listed below:
  - a. East Hawaii
  - b. West Hawaii
  - c. Kauai
  - d. Maui County
  - e. Oahu

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

1. Each contract 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, continued identified community need, and the satisfactory performance of services by the Provider as determined by the DHS. The maximum contract term shall not exceed six (6) years, from July 1, 2023 through June 30, 2029.
2. Total contract funding is anticipated to be \$1,347,325.85 for the Fiscal years 2024 and 2025 and \$1,220,658.00 per year for the Fiscal years 2026 through Fiscal Years 2029, allocation per contract as follows:

<b>Geo Area</b>	<b>Contract Amount</b>	<b>ARP*</b>	<b>Contract Amount+ARP</b>
East Hawaii	\$221,938.00	\$23,028.22	\$244,966.22
West Hawaii	\$75,459.00	\$7,828.07	\$83,287.07
Kauai	\$102,091.00	\$10,589.43	\$112,680.43
Maui County	\$270,764.00	\$28,094.93	\$298,858.93
Oahu	\$550,406.00	\$57,127.20	\$607,533.20

\*American Rescue Plan (ARP) funding shall be per fiscal year for the period of July 1, 2023 through June 30, 2025.

3. Total contract funding shall be pro-rated for periods of less than one (1) year.
4. The allocation of funding per contract is based on the total funding amount available for the service and the estimated costs of providing services to the goal numbers of clients to be served in each geographic area (see Performance Measurement Form A, Section 2 of this RFP). The allocation includes compensation for operating costs, including personnel; administrative expenses shall not exceed 15% of the total allocation.

5. 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.
6. Funding for any given year or for the contract as a whole may increase up to 300% of the original amount without being considered a fundamental change (refer to Hawaii Administrative Rules (HAR) §3-149-303(d)).

## 2.2 Contract Monitoring and Evaluation

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

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

## 2.3 General Requirements

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

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

1. The Provider shall provide services in concurrence with all Hawaii Revised Statutes (HRS), with particular attention to Chapters 346, 350, and 587; Hawaii Administrative Rules (HAR); Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and the DHS' policies and procedures.
2. The Provider shall be qualified, as well as certified, licensed, and/or accredited, as applicable, to perform the services solicited in this RFP.
3. The Provider shall share any and all information with the DHS, as necessary, and other parties, as applicable, to ensure the safety, permanency, and well-being of the child and the family.
4. The Provider may be required to become involved in Family Court activities if a member of the Provider's staff receives a subpoena or a court order from the Court to attend a Court hearing and/or provide information to the Court. Subpoenaed and court-ordered staff are required

to attend the Court hearing and/or provide the requested information to the Court. Subpoenaed and court-ordered staff shall cooperate with the DHS and the Department of the Attorney General (DAG) regarding the Court hearing and/or the provision of the requested information to the Court, including assisting the DAG in preparation for their appearance at the Court hearing. Contracted direct service providers/workers include subcontracted direct service providers/workers.

- a. Court involvement may include, but is not limited to, providing testimony in Court, attending Court hearings, and submitting reports to the Court. Court hearings may pertain, but are not limited, to those involving Temporary Restraining Orders (TROs), Juvenile Court, and paternity, child custody, and divorce matters.
- b. Subpoenaed and court-ordered staff may be required to testify as a qualified child abuse and neglect expert regarding their respective area of service provision. Contracted direct service providers/workers are considered “qualified child abuse and neglect experts”.
- c. Testimony shall be based on the observations and assessments made during the staff’s service provision.
- d. The DHS may require the use of a specified format on which to provide requested information to the Court and/or identify specific information that shall be included in reports to the Court. When the DHS has specific forms to be used, they shall be shared with the Provider. Provision of requested information to the Court may include providing staff resumes, if requested.
- e. Non-subpoenaed or court-ordered staff may accompany a family to Court to provide support if requested by the family. Non-subpoenaed or court-ordered staff may be allowed to be present in the courtroom if deemed appropriate by the Court.

5. The Provider shall not impose any income eligibility standard on clients or families as a basis for receiving services provided through this contract.
6. Disagreements may occur between the Provider and the DHS regarding various issues (e.g. the performance of service activities within contracted specifications). The DHS shall make 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.
7. The contract shall be modified, as necessary, to include changes in the service specifications (e.g., the target population to be served, the geographic location’s needs, utilization increases/decreases, service activities, and service delivery), State or federal statutes or rules, and/or the requirements of applicable funding sources. In that event, the DHS shall notify the Provider in writing about the necessity of the change/s and what

the proposed change/s will be. The Provider shall have the opportunity to discuss the change/s prior to its/their implementation.

8. The Provider shall participate in quality assurance/improvement projects for research and evaluation purposes as requested by the DHS. Such activities shall include one Child and Family Service Review (CFSR) per year/per qualified staff as arranged by the DHS. Qualifications of the Provider’s staff to participate in the CFSR shall be determined by the DHS.
9. 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)

1. After-the-fact secondary purchases shall not be allowed.
2. Planned secondary purchases shall not be allowed.

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

1. Multiple proposals shall be allowed.
2. 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)

1. Initial contract term:  
Two (2) years, from July 1, 2023 through June 30, 2025.
  - a) The initial term shall commence on the contract start date.
  - b) Number of possible extensions: Two (2) extensions.

- c) Length of extensions: Two (2) years.
2. Maximum contract term:  
Six (6) years, from July 1, 2023, through June 30, 2029, subject to the Option to Extend provision of the Contract (see #17., Special Conditions, Section 5 of this RFP).
  3. Conditions for extension:
    - a) Ongoing need for the service, as determined by the State.
    - b) Availability of funding.
    - c) Acceptable utilization, as determined by the State.
    - d) Satisfactory performance, as determined by the State.
    - e) Satisfactory compliance with the terms and conditions of the contract, as determined by the State.
    - f) 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)

1. Subcontracting shall be allowed with the prior written approval of the DHS. Subcontracting is encouraged to provide an array of services to families in all areas of the state, including culturally specific programming.
2. Prior to the start of the contract, the Provider shall submit any subcontracts to the DHS for review. The Provider shall ensure that its subcontractors comply with **all** 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.
3. If the Applicant plans to subcontract for direct services, all information shall be provided including organizational charts, budgets, etc.
4. If the Applicant plans to refer families to specific services based on their needs and the Applicant plans to provide payment, the Applicant shall submit information on the agency, including why the agency was selected, the credibility of the organization to serve the target population, formal agreements/working relationship, etc. Formal subcontracting shall be considered, as appropriate.
5. If the Applicant plans to refer families to specific services based on their needs and the Applicant does not plan to provide payment, the Applicant is not required to submit specific information about the agencies to which they refer. However, it may be helpful to consider information about the agency, including why the agency was selected, the credibility of the organization to serve the target population, formal agreements/working

relationship, etc. This information may be provided in the Applicant's proposal to explain and demonstrate their understanding of the needs of families and the services they may be referred to.

6. If the Applicant is awarded the contract and later would like to refer families and provide payment to other agencies, the Provider shall seek prior approval from the DHS and submit information on the agency, including why the agency was selected, the credibility of the organization to serve the target population, formal agreements/working relationship, etc. Formal subcontracting shall be considered, as appropriate.

## 2.4 Scope of Work

The Provider shall provide Intra-Familial Sex Abuse Treatment Services (IFSATS) in compliance with and including all of the following tasks and responsibilities:

### A. Service delivery

1. Services to clients and their families shall be evidence-based or evidence-informed and follow best or promising practice principles. Services shall be provided using a trauma-informed approach, meaning attending to a client's emotional as well as physical safety, including understanding how trauma affects the client's life. Services shall be client-centered and strengths-based.
2. Services shall be culturally and linguistically appropriate, fully serving clients with Limited English Proficiency (LEP). Services shall also be fully accessible and accommodate clients with any disability.
3. Services shall be provided to all clients regardless of gender or sexual orientation. The Provider shall use gender neutral language in its program and prohibit harassment and discrimination based on gender, gender identity, gender expression, and sexual orientation.
4. The Provider shall make every reasonable effort to assure that services are provided in a flexible manner to clients and their families so as to best meet their specific needs. Service activities may need to be scheduled outside of normal office hours, such as in the evenings or on the weekends, to accommodate the client's/family's schedules.
5. Services shall be provided for up to 24 months. During service participation, the intensity of services may decrease, based on family dynamics, as well as the needs and clinical status of the individual. Decisions regarding changes in intensity and/or frequency shall be made in collaboration with CWS/VCM/FSS, as applicable, the family, and the Provider. Extensions may be requested in writing on a case by case basis based on the needs of the client and their family and shall be approved/disapproved in writing by the DHS.

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

**B. Service Activities**

1. The Provider shall establish and implement written procedures for intake/referral, assessment, provision of service activities, and completion/termination of services (discharge), including the applicable criteria, timeframe for completion, and notifications to the CWS/VCM/FSS worker, as applicable.
2. Service referrals shall be made by CWS, VCM, and FSS. Contact with the CWS/ VCM/FSS worker, as applicable, and caregiver/s (e.g., parent/s, legal guardian/s, or resource caregiver/s) responsible for the child/ren's care and supervision shall be required.
3. Services may be provided at program facilities, the homes of the non-offending caregiver/s, child/ren, or resource caregiver/s, if determined safe and appropriate by the CWS/VCM/FSS worker, as applicable, and the Provider, or other safe community locations. The selected location shall provide for safe, confidential, and appropriate interactions between the victims, siblings, caregivers, sexually reactive youth, and adult offenders, as applicable, and the Provider's staff.
  - a. Treatment/Direct services  
Clients in the target groups specified below shall be involved in some combination of goal-oriented individual, family, and/or group therapy, as appropriate, including skill building, education, self-help, and group support. Services shall be delivered with consideration given to the age, culture, and motivation of the individual being treated. The Provider shall ensure that the appropriate intensity and duration of services is provided to optimize the client's treatment experience.
  - b. Services determined appropriate in assessments shall commence within one (1) week of the assessment appointment. If this timeline is not met, the Provider shall document its efforts and the reasons, and notify the CWS/VCM/FSS worker, as applicable, in writing.
  - c. Primary treatment goals shall include, but not be limited to:
    1. Victims:
      - a) Understanding that the offender is solely responsible for the abusive behavior;
      - b) Feeling safe and reassured;
      - c) Understanding appropriate personal boundaries;
      - d) Developing a personal safety plan;

- e) Recognizing and enhancing strengths to increase resilience and self-esteem;
  - f) Developing/enhancing ability to communicate feelings, needs, and concerns;
    - i. Addressing cognitive, emotional, and behavioral issues associated with being victimized; and
    - ii. Understanding sexual development, age-appropriate behavior, and inappropriate sexual conduct.
2. Siblings:
- a) Understanding the harm to the victims;
  - b) Feeling safe and reassured;
  - c) Understanding appropriate personal boundaries;
  - d) Developing a personal safety plan;
  - e) Recognizing and enhancing strengths to increase resilience and self-esteem;
  - f) Developing/enhancing communication skills;
  - g) Understanding sexual development, age-appropriate behavior, and inappropriate sexual conduct.
3. Sexually Reactive Youth:
- a) Developing victim empathy;
  - b) Increasing problem solving and impulse control skills;
  - c) Managing emotional states that contribute to problem behavior;
  - d) Developing/enhancing ability to communicate feelings, needs, and concerns;
  - e) Recognizing and enhancing strengths to increase resilience and self-esteem;
  - f) Developing prosocial peer relations and activities;
  - g) Understanding sexual development, age-appropriate behavior, and inappropriate sexual conduct; and
  - h) Understanding appropriate personal boundaries.
4. Non-Offending Caregivers:
- a) Establishing trust;
  - b) Developing/enhancing protective capacity;
  - c) Improving self-image;
  - d) Dealing with denial;
  - e) Identifying unreasonable expectations;
  - f) Dealing with anger;
  - g) Improving communication;
  - h) Developing/enhancing assertiveness skills;
  - i) Improving social skills;
  - j) Practicing limit setting;
  - k) Understanding offender dynamics;
  - l) Understanding victim dynamics; and
  - m) Increasing independence and safety through information and referral to community services and supports.

5. Adult Offenders:
  - a) Recognizing and enhancing strengths in order to increase resilience;
  - b) Motivating and enhancing engagement to leading a prosocial lifestyle;
  - c) Decreasing and/or managing deviant sexual urges and recurrent deviant fantasies;
  - d) Decreasing criminal thinking, attitudes, and beliefs;
  - e) Developing or increasing victim empathy;
  - f) Increasing cognitive, emotional, and behavioral self-regulation skills;
  - g) Decreasing intimacy and attachment deficits that relate to problematic cognitive, emotional, and behavioral responses; and
  - h) Developing prosocial relationships and ongoing support in the community while decreasing negative social influences.

Direct services shall include:

- a. Group treatment services
  1. All individuals, as appropriate, shall participate in group services. For individuals determined inappropriate for group services, the Provider shall document the basis for the determination and any steps taken to address the identified barriers to participation.
  2. Groups shall be scheduled when there are three (3) or more participants. Given potentially low numbers in certain populations in some geographic areas, all groups may not run at all times.
  3. The Provider shall be responsible for determining group placement. For those clients who may need to wait for the next group to begin, immediate and ongoing services/treatment shall be provided.
  4. Educational, skill building, and self-help modules shall be provided as components of group treatment services. Self-help group sessions shall provide individuals with opportunities to develop their self-esteem, trust, and socialization skills.
    - a) Pre-Teen Victim and Teen Victim Groups  
These shall be two (2) separate groups. The language and the activities used shall be tailored to the age and developmental level of the victim. For a victim whose developmental level does not match their chronological age, group assignment shall be made through a clinical assessment of best fit.

- b) Sibling Groups  
Educational and skill building group sessions shall address what siblings understand about the abuse, the events that transpired since disclosure, and feelings about the victim and offender.
  - c) Non-Offending Caregiver Groups  
Group peer support and self-help groups shall enable non-offending caregivers to work on prevention, education, and skill building activities with other individuals as part of their recovery and rehabilitation.
  - d) Pre-Teen Sexually Reactive Children and Teen Sexually Reactive Youth Groups  
There shall be two (2) separate groups for these children/youths. Therapy shall include age-appropriate psychoeducation regarding culturally and developmentally inappropriate behaviors and the impact of sex abuse on the victim. The ratio of therapists to children/youths shall not exceed 1:6 and 2:10.
  - e) Adult Offender Groups  
Services for adult offenders shall be designed to hold offenders solely responsible for the abuse and to promote positive behavioral changes to prevent re-abuse. Services shall assist offenders in identifying skills to enable them to become safe and productive members of the community and understand and change the factors that led to the abusive behaviors. The primary mode of intervention shall be group services.
  - f) Group therapy shall follow the Hawaii Sex Offender Management Team (SOMT) guidelines and employ risk assessment instruments approved by SOMT that measure both general and sex offending risk using static, dynamic, and protective variables. Group sessions shall be held a minimum of once a week for a minimum of one and a half (1½) hours and a maximum of three (3) hours. Group sessions shall be facilitated by two (2) therapists with the ratio of therapists to offenders not to exceed 2:12. The use of male and female co-therapists shall be highly recommended. Male and female offenders shall be treated in separate groups. Treatment group size shall not exceed 12 offenders.
- b. Individual therapeutic/clinical counseling services  
These services shall be utilized as necessary to augment group curriculum and/or to address crisis or other personal situations that impede an individual's achievement of identified goals.
- 1. Victims  
Individual therapy shall be age and developmentally appropriate and:

- a) Address the emotional, behavioral, and cognitive reactions of victims to the abuse;
  - b) Assist victims in strengthening their resilience by reducing risk factors and increasing protective factors, such as building competence/self-esteem, strengthening their relationship with the non-offending caregiver, and promoting pro-social activities in the school and the community; and
  - c) Assist victims in (re)establishing trusting and safe relationships.
2. Siblings
- Individual treatment for minor siblings of victims shall allow opportunities for new disclosures of abuse. Building a trusting, therapeutic relationship shall be crucial to success.
3. Non-Offending Caregivers
- a) Individual therapy shall address the trauma, family dynamics, safety planning, and resiliency related to sexual abuse with the goal of changing family routines and eliminating those risk factors that led to the abuse. In addition to addressing risk factors, therapy shall also highlight an individual's strengths.
  - b) Services shall promote and enhance the non-offending caregivers' protective capacity and independence as well as:
    - i. Assist them with improving their understanding of why offenders abuse, in recovering from the traumatic effects of the abuse, and with the rebuilding their lives.
    - ii. Support them in strengthening their relationship with their child/ren and enhancing their ability to provide nurturance, safety, and support for their child/ren.
4. Sexually Reactive Youth
- a) Services shall include the therapist's review and assessment of information from background materials such as basic behavioral and psychosocial histories of parents/caregivers, interviews of a child/ren, and the results of the administration of evidence-based assessment instruments such as The Child Sexual Behavior Inventory-III or the Child Sexual Behavior Checklist.
  - b) Treatment shall be goal directed, involve parents/caregivers, and teach parents/caregivers to use practical behavioral management and relationship improvement skills. Outpatient Cognitive Behavioral Therapy (CBT) may be utilized.
  - c) Services to Sexually Reactive Children, ages 12 and under, shall address behaviors involving sexual body parts that are developmentally inappropriate or potentially harmful to themselves or others.
  - d) Services to Sexually Reactive Youth, ages 13 and older, shall include a psychosexual/victimization trauma evaluation and treatment, polygraph testing for assessment and treatment purposes, individual/group/family sessions, psycho-educational training, and an aftercare program. Evaluation and treatment shall follow SOMT guidelines.

## 5. Adult Offenders

- a) The therapist shall employ a variety of clinically based techniques to aid adult offenders in accepting responsibility for their full role in the harm to the child. The focus of this therapy shall be:
  - i. To direct offenders through their acceptance of responsibility; and
  - ii. To motivate offenders to make changes to ensure the safety of family and community.
- b) Services shall highlight individual strengths and promote positive behavioral changes to prevent re-abuse. Services shall assist offenders in understanding and changing the factors that led to the abusive behaviors and in identifying skills to enable them to become safe, productive members of the community.
- c) The Provider shall monitor and coordinate services for offenders to ensure victim safety.

### c. Family therapy

1. Family therapy shall be employed when reunification is being considered. It shall be driven by the best interest of the victim and be collaborative in nature. Family therapy, as it pertains to reunification, shall only be employed when the victim has adequately addressed the abuse and related trauma, the non-offending caregiver has minimally accepted that the abuse has occurred, and the offender has made sufficient progress in treatment. Services shall begin without the offender to ensure that the non-abusive caregiver is perceived by the victim as protective and has demonstrated an ability to protect and manage the child effectively.
2. Family therapy shall also be employed to assist the family in dealing with any feelings of grief, loss, or guilt and the establishment of new roles when reunification is not the goal.
3. Family therapy shall be provided to the victim and the non-offending caregiver to improve their communication, strengthen the caregiver's empathy and protective capacity for the victim, provide reassurance to the victim, and enhance their bonding.

### d. Therapeutic visits

When all parties involved in a case concur that the victim, non-offending caregiver, and offender are ready for reunification, supervised contact within a clinical context shall be initiated, with a transition to supervised contacts in natural settings and ultimately in-home visits, as appropriate. Visits shall always be done gradually and in the best interest and safety of the victim.

- e. Other sex abuse treatment  
Depending on the expertise of the Provider, CWS may request that the Provider deliver sex abuse treatment services to individuals involved in CWS, VCM, and FSS who do not fall into the above-defined categories. Fulfillment of CWS' request for such services shall be based on service capacity.

2. Service components

a. Intake/referral

The Provider shall receive all referrals and have a process to contact the CWS/VCM/FSS worker, as applicable, to obtain information as necessary to complete evaluations/assessments with victims, non-offending caregivers, and offenders. Referrals shall be made in writing via email, fax, letter, or other means as agreed on between CWS/VCM/FSS and the Provider. Referrals shall include the CWS Safe Family Home Report, as applicable, CWS/VCM/FSS Family Service Plan, any psychological/mental health assessments, and other relevant documentation, as applicable.

1. The Provider shall initiate contact with the referred individuals within two (2) business days of the receipt of the referral to schedule an assessment/evaluation. An assessment shall be scheduled within 10 business days of receipt of the referral. If this timeline is not met, the Provider shall document its efforts to meet the timeline and the reasons it is unable to meet the timeline and notify the CWS/VCM/FSS worker, as applicable, in writing.
2. The Provider shall partner with the CWS/VCM/FSS worker, as applicable, to locate and contact difficult to reach individuals.

b. Assessments

Assessments of all individuals in the family system shall be conducted to assist in determining treatment direction related to the abuse and trauma and:

1. Shall be completed for all referred individuals within 10 business days of receipt of the service referral. If this timeline is not met, the Provider shall document its efforts to meet the timeline and the reasons it is unable to meet the timeline and notify the CWS/VCM/FSS worker, as applicable, in writing.
2. Shall be comprehensive and take into consideration information obtained through a variety of methods, inclusive of, but not limited to, a review of background materials, clinical interviews, and the use of evidenced based instruments, as appropriate.
3. Shall be in compliance with the SOMT guidelines for offenders and identify the level of risk and the offender's amenability to treatment.
  - a) The Provider shall have the capacity to administer polygraph testing to adult offenders at initial assessments to determine the level of risk and treatment needs. Polygraph testing shall also be administered for sexually reactive youth as clinically necessary.

- b) When requested by the CWS/VCM/FSS worker, as applicable, or deemed appropriate by the Provider, clinical psychosexual evaluations shall be completed on adult offenders and sexually reactive youth referred for services.
    - 4. A copy shall be sent to the CWS/VCM/FSS worker, as applicable.
    - 5. A copy shall be maintained in the case file.
  - c. Individual service plans
    - 1. Shall be completed for all referred clients and be based on the needs identified in their referrals, on their assessments, and on individual input.
    - 2. Shall be completed within 10 business days of assessment and be reviewed and updated monthly or as necessitated by changes in individual circumstances.
    - 3. Shall identify the client's age, ability, sexual identity, religion, and spirituality, the therapeutic goals related to the sexual abuse experienced by the victim, the cultural/ethnic factors considered, a description of how these goals will be achieved, the treatment services/interventions to be used to achieve these goals, and the CWS/VCM/FSS worker, as applicable, recommendations.
    - 4. Shall include the documentation of a quarterly review and any modifications made based on changes in the risk factors and family dynamics.
    - 5. A copy shall be sent to the CWS/VCM/FSS worker, as applicable.
    - 6. A copy shall be maintained in the case file.
3. Monitoring progress
- a. Progress for all target groups shall be monitored on an ongoing basis.
  - b. The Provider shall assess adult offenders' and sexually reactive children/youths' progress in treatment every three (3) months, at minimum, utilizing the SOMT-approved form, and also as requested by the CWS/VCM/FSS worker, as applicable.
  - c. Polygraph testing shall be conducted on adult offenders every six (6) months, at minimum, to assess compliance with treatment and supervision conditions, progress in treatment, and appropriateness of service goals. Polygraph testing shall be conducted on sexually reactive youth for assessment and treatment purposes, as appropriate.
  - d. A copy of the progress report shall be sent to the CWS/VCM/FSS worker, as applicable.
  - e. A copy of the progress report shall be maintained in the case file.
4. Discharge plans
- a. Plans for termination of services shall be made collaboratively with the CWS/VCM/FSS worker, as applicable, the family, and the Provider.
  - b. The termination of parental rights shall not be a trigger for service termination as continued treatment of the offender is necessary to lessen the risk of re-offense.
  - c. Written discharge plans shall be completed for all referred individuals within 10 business days of completion/termination of services and

- shall include a summary of services provided and community agencies and supports in place upon discharge.
- d. All discharge plans shall include practical and detailed aftercare and safety planning since research shows that most adults, adolescents, or children who have sexually abused a child will eventually return to their family and community.
  - e. A copy of the discharge plan shall be sent to the CWS/VCM/FSS worker, as applicable.
  - f. A copy of the discharge plan shall be maintained in the case file.
5. The Provider shall ensure appropriate service transitions for clients to other service providers/community agencies, as applicable, when the Contract ends.

**C. Family Violence Prevention Services Act American Rescue Plan (FVPSA ARP) Services (During the Period of 07/01/2023 – 6/30/2025)**

1. The DHS also received ARP supplemental funding to provide additional supportive services to assist victims or their dependents in recovering from the effects of violence during the COVID 19 public health emergency.
2. **Supportive Services** – For the purposes of this supplemental funding, supportive services is defined as services for adult and youth victims of family violence, domestic violence, dating violence, and sexual assault and their dependents that are designed to meet the needs of such victims and their dependents for short-term, transitional, or long-term safety and recovery. This funding will not be used for adult offenders of sexual assault. Supportive services include, but are not limited to: direct and/or referral-based advocacy on behalf of victims and their dependents, counseling, case management, employment services, referrals, transportation services, legal advocacy or assistance, child care services, health, behavioral health and preventive health services, culturally and linguistically appropriate services, and other services that assist victims or their dependents in recovering from the effects of the violence (45 CFR § 1370.2).
3. All activities stated below may include but are not limited to specifics below. DHS authorization is needed for all other activities.
4. **Virtual Services** - The use of electronic devices, such as computers, tablets, and smartphones, to provide services for survivors through a secure platform. These services will enable domestic violence and sexual violence programs to support survivors and their children via an internet connection, web portal, and two-way live video platforms, <https://telehealthresourcecenter.org/>.
5. **Prevent** – Activities that assist sexual assault survivors by providing virtual services, supportive services, temporary housing assistance, mobile advocacy services, and supplies that will ensure survivors of sexual assault receive the care, support and services they need while reducing the exposure to and risk of contracting the COVID-19 virus.

- a. Perform outreach and provide education to, culturally specific programs, on strategies that reduce COVID-19 transmission, using existing materials where available. Please note that grantees are expected to use materials from federal agencies and/or local public health departments.
  - b. Disseminate educational materials and resources to, culturally specific programs, on precautions to prevent, contain, or mitigate COVID-19 and other respiratory illnesses. Please note that grantees are expected to use materials from federal agencies and/or local/state public health departments.
  - c. Provide virtual services, temporary housing options, and supportive services to survivors of sexual assault including paying for the operating, staffing, and administrative expenses of the facilities for, culturally specific programs;
  - d. ARP funding can be used to provide temporary refuge in conjunction with supportive services and in compliance with applicable state regulations, which includes:
    - 1. Housing provision including assistance locating and securing safe and affordable permanent housing and homelessness prevention services;
    - 2. Rental subsidies and rental assistance;
    - 3. Temporary refuge or lodging in individual units such as apartments (which is not required to be owned, operated, or leased by the program);
    - 4. Safe homes; and Page 7 of 26
    - 5. Hotel or motel vouchers.
  - e. Provide prevention services, including outreach to underserved populations to increase virtual access to sexual assault services and reduce the exposure to and risk of contracting the COVID19 virus; and
  - f. Strengthen partnerships with local and state public health authorities, local health departments, emergency services managers, health care providers, culturally specific community-based organizations, tribes, LGBTQ+ organizations, and rape crisis centers/sexual assault programs to improve emergency operations throughout the COVID-19 public health emergency.
6. **Prepare** – Activities and technical assistance that include assessing needs of sexual assault survivors during the COVID-19 public health emergency. Activities that provide, but not limited to training, information, and assistance necessary to ensure the continuity of sexual assault services. Assessing the capacity of local sexual assault programs’ and tribes’ emergency operation plans and plans to address the needs of survivors and reduce the exposure to and risk of contracting the COVID-19 virus. Please note that the provision of remote services, virtual services, and mobile advocacy are allowable activities for this supplemental funding.
- a. Assess the capacity of agencies, culturally specific programs, to provide continuity of sexual assault services, including emergency operations plans

- and plans to address increasing service demands, remote services operational capacity, potential provider closures, and staff absenteeism;
- b. Provide training to assist agencies, culturally specific programs, in reviewing, updating, and/or implementing emergency operations plans and plans to address increasing service demands, remote services operational capacity, potential provider closures, and staff absenteeism; and
  - c. Provide training, information, and assistance for ensuring the continuity of local/sexual assault programs, culturally specific programs, to:
    1. Support victims and survivors of sexual assault to make decisions related to their ongoing safety and well-being during the COVID-19 public health emergency;
    2. Help them maintain the capacity to provide individual and group counseling, peer support groups, and referral to community-based services to assist survivors of sexual assault, in recovering from the effects of the violence during the COVID-19 public health emergency;
    3. Help them maintain the capacity to provide services for sexual assault survivors, including age-appropriate counseling, supportive services, and culturally relevant and linguistically appropriate services during the COVID-19 public health emergency. Please note that the provision of remote services, virtual services, and mobile advocacy are allowable activities; and
    4. Help them maintain the capacity to provide culturally and linguistically appropriate services during COVID-19 public health emergency.
7. **Respond** – Activities and technical assistance for ensuring the continuity of sexual assault programs and, culturally specific programs, and tribal programs during the COVID-19 public health emergency, which includes responding to issues such as adapting to fluctuating needs and changing circumstances. Please note that staffing enhancements, workforce supports, and workforce capacity building are allowable activities.
- a. Provide services, training, technical assistance, and outreach to increase access to sexual assault supports and increase the accessibility of rape crisis and sexual assault services;
  - b. Provide advocacy, case management services, and information and referral services concerning issues related to sexual assault services, including—
    1. Assistance in accessing related federal and state financial assistance programs;
    2. Legal advocacy to assist victims and their dependents;
    3. Medical advocacy, including provision of referrals for appropriate health care services (including mental health, alcohol, and drug abuse treatment), but which shall not include reimbursement for any health care services;

4. Assistance locating and securing safe and affordable permanent housing and homelessness prevention services;
  5. Provision of transportation, childcare, respite care, job training and employment services, financial literacy services and education, financial planning, and related economic empowerment services; and
  6. Parenting and other educational services for victims and their dependents.
- c. Provide direct crisis intervention services, including counseling, mobile advocacy, telehealth, peer support, and in-person assistance. Mobile advocacy allows for advocates to work out in the community in order to support sexual assault survivors wherever it is safe and convenient for the survivor.
  - d. Fund staffing increases, workforce supports for employees/advocates, and workforce capacity building and any related costs to retain, reward, or recruit staff to ensure the continuity of sexual assault services for sexual assault survivors and their dependents.
8. **Workforce Expansions, Capacity Building, and Supports**
- a. The ARP Grants to Support Survivors of Sexual Assault can be used for workforce-related expansions and supports, or to reimburse subrecipients or contractors for such costs and for costs that include but are not limited to:
    1. Planning for implementation of sexual assault services, COVID-19 mitigation strategies; implementation of mobile advocacy services; language access planning, or virtual/remote services implementation;
    2. Training providers and staff on COVID-19 mitigation activities; implementation of mobile advocacy services; or virtual/remote services implementation;
    3. Hiring providers and staff to carry out sexual assault services; COVID-19 mitigation strategies; implementation of mobile advocacy services; or virtual/remote services implementation;
    4. Reporting data to HHS on sexual assault services; COVID-19 mitigation strategies; implementation of mobile advocacy services; or virtual/remote services implementation; and
    5. Expenses to secure and maintain adequate personnel to carry out sexual assault services; COVID-19 mitigation strategies; implementation of mobile advocacy services; or virtual/remote services implementation may be considered allowable costs under applicable HHS regulations if the activity generating the expense and/or the expenses are necessary to secure and maintain adequate personnel. These requirements apply to the FVPSA recipient and any subrecipients. The FVPSA recipient should thoroughly review these regulations before developing your proposed budget. Such expenses may include:

- a) Hiring bonuses and retention payments,
- b) Childcare,
- c) Transportation subsidies, and
- d) Other fringe or personal benefits authorized by HHS regulations (45 CFR part 75) The purpose of these allowable workforce capacity building expenses are to ensure the continuity of sexual assault services in local communities and for tribes by allowing supplement funding to be used to sustain an advocacy workforce to prevent, prepare for, and respond to the needs of sexual assault survivors impacted by the COVID-19 public health emergency. A sustainable workforce is needed to operate remote/virtual services for survivors; to implement mobile advocacy services for survivors sheltered throughout local communities; and to coordinate the COVID-19 mitigate strategies for each local program to keep families healthy and safe during this difficult time.

**D. Administrative/Management requirements**

- 1. Experience
  - a. The Provider shall have verifiable and relevant experience for the last three (3) years in providing sex abuse treatment services to clients.
- 2. Ability
  - a. The Provider shall have the necessary abilities, skills, and knowledge relating to the delivery of the contracted services.
- 3. Personnel
  - a. The Provider shall ensure that all staff, contracted personnel, volunteers, and practicum students 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.
    - 1. The Provider shall assure that:
      - a) All staff, contracted personnel, volunteers, and practicum students are at least 18 years old.
      - b) All staff, contracted personnel, volunteers, and practicum students must have demonstrated their competence or qualifications to perform the required services. The assessor and primary treatment therapist must hold a Master's or Doctoral degree in social work, counseling, psychology, psychiatry, nursing, or a related field and meet the academic

training and work experience described in the SOMT qualifications guidelines.

- c) All staff, contracted personnel, volunteers, and practicum students providing direct services (e.g., group services, individual and family therapy) shall have, at minimum, a Master's degree in social work, psychology, or a related field from an accredited institution and a minimum of one (1) year of experience in providing relevant services to clients. Individuals who do not meet the experience requirement may provide direct services only under the close supervision of personnel with, at minimum, a Master's degree in social work, psychology, or a related field from an accredited institution and a minimum of two (2) years of experience in providing relevant services. Close supervision includes the review and approval of recommended actions and reports.
- d) All staff, contracted personnel, volunteers, and practicum students providing individual/group skill building services and directly related assessments shall have, at minimum, a Master's degree in social work, psychology, or a related field from an accredited institution and a minimum of one (1) year of experience in providing relevant services.
- e) All staff, contracted personnel, volunteers, and practicum students who administer polygraph testing must meet the standards for post-conviction sex offender polygraph testing as defined in Section 12 of the SOMT guidelines and the Association for the Treatment of Sexual Abusers (ATSA).
- f) Group facilitators/therapists (excluding behavioral treatment) shall have, at minimum, a Master's degree in social work, psychology, or a related field from an accredited institution and experience in the area of victimology, sex therapy, human sexuality, or sex offender treatment as demonstrated by documented training and supervised clinical experience.
- g) All staff, contracted personnel, volunteers, and practicum students shall have experience working with parents/caregivers who harmed their children or threatened their children with harm, and children who experienced harm or were threatened with harm and who experienced trauma and loss. Additionally, they shall have experience in working with domestic violence, substance abuse, and permanency issues.
- h) All staff, contracted personnel, volunteers, and practicum students shall demonstrate a willingness to work with others, including clients coping with multiple issues, families that present safety issues, and co-workers, as part of a team.
- i) Program supervision, including supervision of staff, contracted personnel, volunteers, and practicum students shall be provided by staff with, at minimum, a Master's degree in social work, psychology, or a related field from an accredited institution and at least two (2) years of experience in providing relevant

services. 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.

- j) Volunteers and practicum students shall be under the control and direction of the Provider even though they are not paid staff or contracted personnel.
  - k) 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:
    - i. The name of the applicant and his/her qualifications.
    - ii. The reason for the Provider's request and the justification for hiring the applicant (e.g. the applicant may not have the required education but may have adequate years of experience and/or training that demonstrates their ability to adequately perform the job position's duties).
    - iii. The Provider's plan for the supervision and training to be provided to the applicant if hired.  
The DHS shall respond in writing via email asking for more information or approving/disapproving the waiver, including noting any conditions, such as a probationary plan, that need to be implemented in order to hire the applicant.
  - l) 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.
  - m) Verifications of education, work experience, certification/license, and waiver as well as job performance information are the responsibility of the Provider and shall be maintained and updated in the staff, volunteers, and contracted personnel files.
2. The Provider shall comply with the following criminal history requirements:
- a) The Provider shall conduct an initial criminal history record check and sex offender check as well as submit a consent form to the DHS Licensing Unit for a CWS Central Registry Check for all staff, volunteers, and contracted personnel job applicants who apply to work under the contract, especially those who will be providing direct services as this necessitates close proximity to children.
  - b) The Provider shall search [www.ecrim.hawaii.gov/ahewa/](http://www.ecrim.hawaii.gov/ahewa/) (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center), submit an application for a CWS Central Registry Check, search [www.nsopr.gov](http://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.ehawaii.gov/sexoffender/search.html>.

- c) Conditional employment in a non-direct service position may be offered to an applicant for a period not to exceed 30 days pending the receipt of the results of the checks.
- d) The Provider shall have an established procedure to address any criminal conviction results with an applicant. If after such results have been received and the Provider has discussed the results with the applicant and still recommends hiring the applicant, a request for a waiver shall be submitted to the DHS in writing. The request shall include:
  - i. The name of the applicant and their qualifications.
  - ii. The reason for the Provider's request and their justification for hiring the applicant (e.g. the conviction was a misdemeanor which occurred several years before and the applicant's record has been clean since then), including the basis for the determination that such a criminal conviction does not pose a risk to the health, safety, or well-being of children.
  - iii. The Provider's plan for the supervision to be provided to the applicant if he/she were hired.  
The DHS shall respond in writing via email asking for more information or approving/disapproving the waiver, including noting any conditions, such as a probationary plan, that need to be implemented in order to hire the applicant.
- e) The DHS Licensing Unit receives the complete results of the CWS Central Registry Check and sends the Provider a copy of the results which includes only limited information. If an applicant has a CWS Central Registry history which may/may not pose a risk to the health, safety, or well-being of children, the Licensing Unit shall contact the applicant and may work with the applicant and the Provider in gathering more details and reviewing the information. The Licensing Unit shall contact the applicant and the Provider with the results of the review.
- f) No job applicant with a criminal and/or CWS Central Registry history shall be hired for work under the contract without written approval from the DHS.
- g) All four checks shall be completed again one (1) year after hire and again every two (2) years thereafter.
- h) The results of all checks and copies of all consent forms shall be maintained and updated in the staff, volunteers, and contracted personnel files.

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

4. Training
  - a. The Provider shall have in place both an initial and an annual, on-going training plan for staff, contracted personnel, volunteers, and practicum students 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, contracted personnel, volunteers, and practicum students may provide direct services without direct supervision. All supervisors and direct service workers shall be required to receive a minimum of 15 training hours per year. Training shall be child welfare related.
  - b. All staff, contracted personnel, volunteers, and practicum students providing direct services to clients shall have, at minimum, training in the following areas before they provide direct services without direct supervision:
    1. An agency orientation including, but not limited to, policies and procedures addressing:
      - a) Intakes, assessments, service planning, and discharge planning.
      - b) Documentation requirements.
      - c) Non-discrimination (including LGBTQ).
      - d) Confidentiality and ethics.
      - e) Security and safety provision.
      - f) Emergency response and disaster preparedness procedures.
      - g) Culturally-embracing service provision.
    2. Child abuse and neglect, domestic violence, substance abuse, and permanency issues.
    3. Trauma informed care.
  - c. A training record shall include each training topic completed, the number of training hours/days for each training, each training’s completion date, and each training’s facilitator and be maintained and updated in the staff’s, contracted personnel’s, volunteers’, and practicum students’ files.
  - d. All training shall be provided by appropriately qualified and experienced trainers.
  - e. Providers may be required to attend specific training events provided or coordinated by CWS.
5. Dispute/Conflict resolution procedures
  - a. The Provider shall have written dispute/conflict resolution procedures to address disagreements with staff, volunteers, practicum students, and contracted personnel, with clients, and with community resources, including consulting with the CWS/VCM/FSS worker, as applicable.

6. Client files
  - a. Client files shall contain basic client information such as name, gender, birthdate, race/ethnicity, address, phone number, marital status (if applicable), language spoken and any LEP concerns, and any health/physical/mental conditions or special needs. Files shall also contain copies of all assessments, service plans, discharge plans, reports, and any other documentation, such as case notes and service referrals.
  - b. Files shall be maintained and updated during the service period.
  - c. Files shall be kept strictly confidential.
  - d. The Provider shall retain client files for six (6) years after the last service date.
  - e. The Provider shall allow the DHS access to any file upon request.
  
7. Reporting requirements for program and fiscal data
  - a. The Provider shall be responsible for the following required program reports:
    1. The Provider shall complete the 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 clients served as well as the numbers of clients served, service units completed, program activities completed, accomplishments of the program objectives and outcomes, problems encountered, any program recommendations, and proposed future activities. The QAR shall also document any staffing changes. The CEL and QAR forms and the information required to be provided on those forms may be revised during the contract period.
    2. The Provider shall complete the quarterly Limited English Proficiency (LEP) Report in the format provided by the DHS. The Provider shall report the number of clients who were offered and who received language access services, the type of language access service provided, the type of service provider used, and the expenditures spent on language access services during the reporting period.
    3. The CEL shall be submitted to the DHS via email by the 15<sup>th</sup> 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.  
The LEP Report shall be submitted to the DHS via email 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 in the Budget, and report the actual expenditures of contract funds, during the reporting period for

which an invoice will be submitted, in the Expenditure Report. The Report shall also list other sources of funding used for the contract and their amounts as well as document all staff and contracted personnel that work under the contract. Expenditures reported in the Report shall be subject to review by the DHS, such as a review of all applicable receipts, to verify the amounts and the appropriateness of the reported expenditures.

2. The annual Budget shall be due by April 30 of the current fiscal year for the following fiscal year.  
The Expenditure Report shall be submitted by the 15<sup>th</sup> of the month following the reporting period.
- c. See Attachments, Section 5 of this RFP for samples of the program and fiscal reports.
- d. Expenditures under the American Rescue Plan Act, 2021 (ARP) requires the following separate DHS approved documents:**
  - 1. Quarterly Expenditure Report (QER) due by the 15th of the following month.**
  - 2. Quarterly Invoice due by the 15th of the following month.**
  - 3. Semi-annual Activity Report due by the last day of April and October.**

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, including identifying indicators of change, which are relevant to outcomes.

- d. The Provider shall include a process for implementing improvements and taking corrective action based upon the evaluation's findings.
  - e. The Provider shall provide a copy of its evaluation documentation to the DHS upon request.
10. Insurance requirements (see 1.4, General Conditions, Section 1 and #2. Special Conditions, Section 5 of this RFP)
- a. The Provider shall maintain throughout the contract term the following insurance coverage:
    - 1. General Liability Insurance of no less than \$1 million per occurrence and \$2 million annual aggregate for bodily injury and property damage.
    - 2. Automobile Liability Insurance of no less than \$1 million per accident for any auto, non-owned autos, and hired autos.
    - 3. Professional Liability Insurance (Errors and Omissions) of no less than \$1 million per claim and \$2 million annual aggregate.
  - b. On the Certificate it shall be stated that the State of Hawaii is named as an additional insured with respect to operations performed for the State, and any insurance maintained by the State will apply in excess of, and not contribute to, the insurance provided by the policy.
  - c. The Provider shall include any subcontractor as additional insured under its policies or provide to the DHS separate Certificates of Insurance and endorsements for each subcontractor. Any subcontractor shall comply with the same insurance requirements as the Provider.
  - d. The DHS reserves the right to amend insurance requirements in order to maintain all contracts in compliance with the most current State requirements.
11. Hawaii Compliance Express (HCE)
- a. The Provider shall be compliant with all statutes and administrative rules. Per HRS §103D-310(c), HRS Chapter 103F, and HAR §3-120-112, the Certificate of Vendor Compliance provided by the HCE is acceptable verification of the Provider's good standing as a vendor doing business in the State of Hawaii. The Provider shall be an HCE member with compliant status.
12. All contracts shall be monitored by the DHS in accordance with requirements set forth by HRS Chapter 103F. Ongoing contract monitoring shall include review of program and fiscal reports and periodic assessment of service delivery and program effectiveness. In addition, annual contract monitoring may include site visits with a comprehensive evaluation of several areas, including review of the Provider's compliance with contractual requirements, agency personnel files, client files, and accounting practices.

**E. Facilities**

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

**2.5 Compensation and Method of Payment**

1. The Provider shall comply with HRS Chapter 103F, Purchases of Health and Human Services Cost Principles (see the SPO website) in the development of its budget and its expending of contract funding. Unless otherwise proposed and agreed between the Provider and the DHS, the pricing structure for these services is as checked below. The pricing structure may be revised by mutual agreement throughout the contract term.
  - Cost reimbursement where the State pays the Provider up to a maximum annual contract amount for budgeted costs actually expended in the delivery of contracted services.
  - Fixed rate cost where the State pays the Provider up to a maximum annual contract amount a service unit rate for the delivery of a set number of service units.
  - Base cost/Fixed rate cost combination where the State pays the Provider a base amount for operating costs and a fixed rate for units delivered up to a stated maximum contract amount. The base cost for this contract shall be 60% of the contract amount. A fixed rate shall be paid for each unit of service as specified below, not to exceed 40% of the total 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**

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

**B. Method of compensation and payment**

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

of an invoice, reports, and any other documents required by the DHS. All client costs shall be supported by documentation indicating who services were provided to, when services were provided, and what services were provided.

2. The Provider shall not require any additional fees from clients for services provided through this contract without the prior approval of the State.
3. The Provider shall not use funds received through this contract for services and costs for which it received compensation from other State, federal, or other sources.
4. Contract funding may be used for costs incurred by the use of interpreter or translation services for clients as well as services used to fully accommodate clients with disabilities.

<b>FORM A: PEOPLE TO BE SERVED</b>	<b>ANNUAL GOALS PER CONTRACT YEAR</b>						
	<b>Victims</b>	<b>Siblings</b>	<b>Non-offending Caregivers</b>	<b>Sexually Reactive Youths ≤ age 12</b>	<b>Sexually Reactive Youths ≥13</b>	<b>Adult Offenders</b>	<b>Total Served</b>
<b>A. Number of people served</b>							
1. Geographic Areas							
a. East Hawaii	29	2	15	1	2	6	55
b. West Hawaii	2	1	13	1	1	2	20
c. Maui	29	2	25	2	5	2	65
d. Oahu	62	3	36	2	2	25	130
e. Kauai	14	1	9	1	1	2	28
2. # of people served by gender (unduplicated)							
a. Female							
b. Male							
c. Transgender Male							
d. Transgender Female							
3. # of people served by age group (unduplicated)							
a. 0-12 years							
b. 13 years and older							
c. 18 to 24 years							
d. 25 and older							
3. # 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)							
m. Other Pacific Islander							
n. Samoan							
o. Tongan							
p. Southeast Asian (Cambodian, Laotian, Thai, Vietnamese, etc.)							
q. Other ethnicity not listed above							
r. Unknown							

<b><u>FORM B: SERVICE ACTIVITIES</u></b>	<b>ANNUAL GOALS PER CONTRACT YEAR</b>						
	<b>Victims</b>	<b>Siblings</b>	<b>Non-offending Caregivers</b>	<b>Sexually Reactive Youths ≤ age 12</b>	<b>Sexually Reactive Youths ≥13</b>	<b>Adult Offenders</b>	<b>Total Served</b>
<b>A. Service Activities</b>							
a. Group Therapy							
b. Individual Therapeutic/Clinical Counseling							
c. Family Therapy for Reunification							
d. Family Therapy Not Involving Reunification							
e. Therapeutic Visits							
f. Other Sex Abuse Treatment							
g. Safety Planning Sessions							
h. Group Peer Support							
i. After Care							
<b>B. Service Components</b>							
a. Intakes							
b. Assessments							
c. Individual Service Plans							
d. Progress Reports							
e. Discharge Plans							
f. Psychosexual Evaluations							
g. Polygraph Testing							

<b><u>FORM C: OUTCOMES</u></b>	<b>ANNUAL GOALS PER CONTRACT YEAR</b>	
	<b>DHS' PROJECTIONS</b>	<b>APPLICANT'S PROJECTIONS</b>
<b>A. Service outcome data</b>		
1. % of victims who have an increased ability to protect themselves from future harm, to express emotion, and to advocate for themselves to meet their emotional and physical needs.	80%	
2. % of siblings who have an increased understanding of harm to the victim, the ability to communicate feelings, needs, and concerns, and the ability to advocate for themselves.	80%	
3. % of sexually reactive youth under 12 years old who have developed increased prosocial peer relations and activities, an understanding of age-appropriate behaviors, the ability to communicate feelings, needs, and concerns, and the ability to advocate for themselves.	80%	
4. % of sexually reactive youth 13 years old and older who demonstrate increased empathy to the victim, have an understanding of age-appropriate sexual behaviors and personal boundaries, and have developed increased prosocial peer relations and activities.	70%	
5. % of non-offending caregivers who develop and apply the abilities to recognize the harm to the victim, protect the child, provide a safe home, and identify the risk factors that contribute to harm.	80%	
6. % of adult offenders who accept full responsibility for the harm to the victims and demonstrate increased empathy to the victim, have increased cognitive, emotional, and behavioral self-regulation skills, and have developed healthy relationships and prosocial activities.	50%	

## 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, B., 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-23-POS-1270

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

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
<b>SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS per SECTION 2</b>	<b>SPECIFIC TASKS</b>	<b>TITLE OF RESPONSIBLE STAFF AND BACK-UP STAFF</b>	<b>TIMELINE/SCHEDULE</b>
1) Services shall: <ul style="list-style-type: none"> <li>a) Utilize evidenced based/best practice and trauma informed approaches.</li> <li>b) Be linguistically and culturally appropriate, including LEP individuals, and considerate of any disability.</li> <li>c) Be provided to clients and families, use gender neutral language, and prohibit harassment and discrimination based on gender, gender identity, and sexual orientation.</li> </ul>			

SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS per SECTION 2	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF AND BACK-UP STAFF	TIMELINE/SCHEDULE
<p>d) Be provided flexibly to best meet the specific needs of clients/families, including the times service activities are scheduled.</p> <p>e) Be assured continuity in the event of staff illness, medical emergencies, vacancies, or other situations.</p>			
<p>2) Written dispute/conflict resolution procedures shall address disagreements with staff, volunteers, and contracted personnel, with clients, and with community resources, including consulting with the CWS/VCM/FSS worker.</p>			
<p>3) The Provider shall ensure appropriate service transitions for resource families to other service providers/community agencies, as applicable, when the Contract ends.</p>			
<p>4) The Provider shall ensure appropriate service transitions</p>			

SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS per SECTION 2	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF AND BACK-UP STAFF	TIMELINE/SCHEDULE
<p>for participants to other service providers/community agencies, as applicable, when the Contract ends.</p>			
<p><b>Complete below. Add the service activities from Section 2, Service Specifications, 2.4, Scope of Work, B., Service Activities in Column A and complete Columns B, C and D as related to the service activity (add or delete lines as needed):</b></p> <p>a) Assessments of referred clients including, but not limited to, evaluations of client strengths and areas needing improvement as well as the completion of any assessments required by this RFP (e.g., polygraph testing and psychosexual evaluations), as applicable.</p> <p>b) Service planning</p> <p>c) Treatment/Direct services detailed for i. through iv. for each of the target groups (Victims, Siblings, Non-Offending Caregivers, Sexually Reactive Youth, Adult Offenders):</p> <ul style="list-style-type: none"> <li>i. Group treatment services.</li> <li>ii. Individual therapeutic/clinical</li> </ul>			

SERVICE ACTIVITIES AND PROGRAM REQUIREMENTS per SECTION 2	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF AND BACK-UP STAFF	TIMELINE/SCHEDULE
<ul style="list-style-type: none"> <li>counseling services.</li> <li>iii. Family therapy.</li> <li>iv. Therapeutic visits.</li> <li>v. Other sex abuse treatment.</li> </ul>			
d) Monitoring progress.			
e) Documentation (e.g., assessments, service plans, progress reports, discharge plans).			
f) Service transitions for clients when the contract ends.			
g) Family Violence Prevention Services Act American Rescue Plan (FVPSA ARP) Services (During the Period of 07/01/2023 – 6/30/2025)			

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

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

### 3.1 Program Overview

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

### 3.2 Experience and Ability (11 points)

#### A. Experience (5 points)

The Applicant shall have verifiable experience for the last three (3) years relative to the service activities specified in Section 2 of this RFP.

The Applicant shall provide information demonstrating their experience for the last three (3) years in providing the services specified in Section 2 of this RFP or similar services, including the following required and verifiable information for each contract/project listed:

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

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

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

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

#### B. Ability (5 points)

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

**C. Facilities (1 point)**

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

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

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

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

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

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

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

2. Staff qualifications (4 points)

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

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

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

**B. Project Organization**

1. Supervision and training (5 points)

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

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

2. Organization charts (1 point)

The Applicant shall provide:

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

- The position's full-time equivalency (FTE) to the Applicant's agency and to the program.
  - The position's lines of authority/supervision.
- c. The Organization-Wide and Program Specific Charts shall both be attached to the Application. The position titles in the Charts shall match the titles in the position descriptions.
- d. The position descriptions shall all be attached to the Application. Position vacancy information shall also be included in the proposal.

When an Applicant is awarded the Contract, education/experience and/or criminal/CWS Central Registry waivers for incumbent staff who do not already have waivers approved by the DHS shall be submitted, if applicable. Resumes and other incumbent staff information may also be requested as necessary.

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

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

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

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

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

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

2. The Applicant shall provide specific information about its case closure processes including, but not limited to:
  - a. How the client will be discharged after completion of the program, for non-compliance, and/or for non-participation.
  - b. How the client will be notified of the discharge from services and case closure.
  - c. How the DHS will be notified of the discharge from services and case closure.
  - d. How Client Satisfaction Surveys will be completed, if applicable.
  - e. How client cases will be closed.
  
3. The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the following areas:
  - a. Assessments of referred clients including, but not limited to, evaluations of client strengths and areas needing improvement as well as the completion of any assessments required by this RFP (e.g., polygraph testing and psychosexual evaluations), as applicable.
  - b. Service planning.
  - c. Treatment/Direct services detailed for i. through iv. for each of the target groups (Victims, Siblings, Non-Offending Caregivers, Sexually Reactive Youth, Adult Offenders):
    - i. Group treatment services.
    - ii. Individual therapeutic/clinical counseling services.
    - iii. Family therapy.
    - iv. Therapeutic visits.
    - v. Other sex abuse treatment.
  - d. Monitoring progress.
  - e. Documentation (e.g., assessments, service plans, progress reports, discharge plans).
  - f. Service transitions for clients when the contract ends.
  - g. Family Violence Prevention Services Act American Rescue Plan (FVPSA ARP) Services (During the Period of 07/01/2023 – 6/30/2025)

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

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

The Applicant shall also demonstrate its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. Verification letters, meeting minutes, with a list of

attendees, or other documentation of participation may be attached to the Application (optional).

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

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

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

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

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

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

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

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

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

**3.5 Financial (9 points)**

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

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

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

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

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

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

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

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

3. All budgeted costs (personnel and non-personnel) shall be appropriate considering the service activities and tasks to be delivered. The Applicant shall clearly explain how it verified that

all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget shall be in compliance with any applicable laws, regulations, and rules.

4. The Applicant shall provide a separate and clear budget for the administrative costs on the budget forms listed in 3.5, A., 2., Section 3 of this RFP, not to exceed 15% of the annual funding amount, and justify the costs. If the Applicant has a federally-approved indirect rate, the Applicant shall provide the approval letter and the general categories used to determine the federal rate. The Applicant must submit an administrative cost budget despite the Applicant's approval for the federal rate. The Applicant may use the general categories from the federal rate but the Applicant's indirect costs for the Contract must not exceed 15%.
5. All administrative budget forms, federally-approved indirect rate approval letter, and the general categories used to determine the federal rate shall be attached to the Application.

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

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

### 3.6 Other

**A. Litigation Information**

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

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

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

**C. Administrative Assurances**

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

**D. Hawaii Compliance Express Certification**

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

# **Section 4**

## **Proposal Evaluation**

## **Section 4 Proposal Evaluation**

### **4.1 Introduction**

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

### **4.2 Evaluation Process**

#### **A. Evaluation Committee**

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

#### **B. Proposal Rating Worksheet**

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

TOTAL POSSIBLE SCORE	100 points = 100%
PROPOSAL MET THE REQUIREMENTS	70 points = 70%

The Applicant's total points shall be identified and categorized as one of the following:

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

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

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

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

**Note:**

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

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

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

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

### 4.3 Evaluation Criteria

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

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

1. **Administrative Requirements (Submitted/Not submitted - 0 points)**
  - a. Proposal Application Checklist
  - b. Litigation Information (if applicable)
  - c. Administrative Assurances
  - d. Special Conditions, page 5
  - e. Certification Regarding Lobbying
  - f. Hawaii Compliance Express Verification

- a) **Proposal Application Requirements (Submitted/Not submitted - 0 points)**
  - a. Proposal Application Identification Form (SPO-H-200)
  - b. Table of Contents
  - c. Program Overview
  - d. Experience and Ability
  - e. Staffing and Project Organization (including Organization Charts and Position Descriptions)
  - f. Service Delivery (including Performance Measurement Forms A, B, and C and Work Plan, if applicable)
  - g. Financial (including all budget/administrative budget forms, federal documents, if applicable, and Financial Audit and Management Letters)

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

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

The Applicant has highlighted its agency's mission as well as the goals and objectives for the proposed service activities relative to

the assessed needs and available resources for the target population and geographic service areas.

## 2. Experience and Ability (11 points)

### a. Experience (5 points)

- 1) The Applicant shall provide information demonstrating their experience for the last years three (3) years in providing the services specified in Section 2 of this RFP or similar services, including the following required and verifiable information for each contract/project listed:
  - a) Contract/project identification number.
  - b) Contracting agency.
  - c) Name of contact person, phone number, mailing address, and email address of contracting agency.
  - d) Title and a brief description of the service. (4 points)
- 2) 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. (1 point)

### b. Ability (5 points)

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

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

### c. Facilities (1 point)

The Applicant shall provide information demonstrating the appropriateness/adequacy of its facilities relative to the proposed services. This includes, but is not limited to, street address/es, description of the facilities, how the facilities meet ADA requirements, and a description of any special equipment required to deliver the proposed services, as applicable.

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

## 3. Staffing and Project Organization (15 points)

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

### a. Staffing (9 points)

- 1) Proposed Staffing (5 points)

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

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

- 2) Staff Qualifications (4 points)
  - a) 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 match the titles listed on the Organization Charts outlined below. The Applicant has also provided clear documentation that all staff have the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications meet the minimum personnel requirements specified in Section 2 of this RFP and are sufficient to ensure quality service delivery. (2 points)
  - b) The Applicant shall specify program accommodations to provide services to a multicultural and multilingual population, including immigrants, and described its staff's experience in providing services to these populations. (1 point)

- c) The Applicant shall show that its staff is familiar with the range of community services available for the target population. (1 point)

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

b. Project Organization (6 points)

1) Supervision and training (5 points)

- a) The Applicant shall describe its ability to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services. (2 points)
- b) The Applicant shall describe its plan to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services. (3 points)

NOTE: The Applicant, in its training plan, also described how it will increase the clinical staff's competencies in sex offense specific treatment as well as achieve evidence-based, offender-oriented treatment.

2) Organization Charts and Position Descriptions (1 point)

- 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 position description:
- The position's title.
  - The position's minimum education 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 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 match the titles in the position descriptions.
- d) The position descriptions shall all be attached to the Application. Position vacancy information shall be included in the proposal, if applicable.

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

#### 4. Service Delivery (65 points)

The Applicant 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 shall be completed, well-defined work assignments and responsibilities, and logical timelines and schedules, as applicable. Information documented in the Work Plan, if applicable, shall be included in the evaluation of the Applicant's Service Delivery. A fully completed Work Plan, if applicable, has been attached to the Application.

- 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. (3 points)
  - 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 points)
  - 3) The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the following areas: (34 points)
    - a) Assessments of referred clients including, but not limited to, evaluations of client strengths and areas needing improvement as well as the completion of any assessments required by this RFP (e.g., polygraph testing and psychosexual evaluations), as applicable. (4 points)
    - b) Service planning. (4 points)

- c) Treatment/Direct services detailed for i. through iv. for each of the target groups (Victims, Siblings, Non-Offending Caregivers, Sexually Reactive Youth, Adult Offenders): (16 points)
  - i. Group treatment services.
  - ii. Individual therapeutic/clinical counseling services.
  - iii. Family therapy.
  - iv. Therapeutic visits.
  - v. Other sex abuse treatment.
- d) Monitoring progress. (4 points)
- e) Documentation (e.g., assessments, service plans, progress reports, discharge plans). (2 points)
- f) Service transitions for clients when the contract ends. (1 points)
- g) Family Violence Prevention Services Act American Rescue Plan (FVPSA ARP) Services (During the Period of 07/01/2023 – 6/30/2025) (3 points)
- b. Coordination of Services (5 points)
  - 1) 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. (3 points)
  - 2) The Applicant shall demonstrate its active collaborative capability of working with other community agencies/resources to meet the client's needs, as applicable. (2 points)  
Verification letters, meeting minutes, with a list of attendees, or other documentation of participation have been attached to the Application (optional).
- c. Performance Measurement Forms A, B, and C (5 points)  
The Applicant shall propose realistic numbers/percentages and considered that their staffing structure is able to support the proposed numbers in manageable caseloads. Clear and sufficient justification has been provided to support the proposed numbers/percentages.

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

- d. Quality Assurance and Evaluation (10 points)
  - 1) The Applicant shall describe a detailed plan for quality assurance, evaluation, and improvement, including the **methodology, instruments, and timelines** for the proposed services. (4 points)

- 2) 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. (3 points)
  - 3) The Applicant shall outline a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery. (3 points)
- e. Dispute/Conflict Resolution Procedures (5 points)  
The Applicant shall provide written dispute/conflict resolution procedures, include consulting with the CWS/VCM/FSS worker as needed, to address disagreements with:
- 1) Staff, volunteers, and contracted personnel. (2 points)
  - 2) Clients. (2 points)
  - 3) Community resources. (1 point)

**5. Financial (9 points)**

- a. Pricing Structure: Proposed Budget (8 points)
- 1) The Applicant shall submit a budget utilizing the pricing structure designated in Section 2 of this RFP. The budget is clear and detailed, providing all costs (personnel and non-personnel) which are appropriate considering the service activities and the tasks to be completed. The budget fully supports the Scope of Work as well as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP. The budget is in compliance with any applicable laws, regulations, and rules. (4 points)
  - 2) The Applicant shall submit all required budget information on the budget forms listed in Section 3 of this RFP. All budget forms have been fully completed and attached to the Application. (1 point)
  - 3) The Applicant shall clearly explain how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. (2 points)
  - 4) The Applicant shall provide a separate and clear budget for the administrative costs on the budget forms listed in Section 3 of this RFP, not exceeding 15% of the annual funding amount, and justified the costs. All administrative budget forms, federally-approved indirect rate approval letter, and the general categories used to determine the federal rate have been attached to the Application. (1 point)
- b. Other Financial Related Materials: Financial Audit

The Applicant shall submit its most recently completed Financial Audit, including any management letters that accompanied the Audit, and has provided information that demonstrated an adequate accounting system. The Financial Audit and management letters, if applicable, have been attached to the Application. (1 point)

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

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

**PROPOSAL RATINGS CHECKLIST**

**Failure to include any of the required documents in A., 1. Administrative Requirements and/or A., 2. Proposal Application Requirements as part of the proposal may result in a lower scoring of the proposal.**  
**PROPOSAL RATINGS WORKSHEET CHECKLIST (Submitted/Not Submitted)**

	YES	NO	Comments:
<b>I. Administrative Requirements</b> The Applicant submitted the documents listed below:			
A. Proposal Application Checklist			
B. Litigation Information (if applicable)			
C. Administrative Assurances			
D. Special Conditions, page 5			
E. Certification Regarding Lobbying			
F. Hawaii Compliance Express Verification			
<b>II. Proposal Application Requirements</b> The Applicant submitted the documents listed below:	YES	NO	Comments:
A. Proposal Application Identification Form (SPO-H-200)			
B. Table of Contents			
C. Program Overview			
D. Experience and Ability			
E. Staffing and Project Organization (including Organization Charts and position descriptions)			
F. Service Delivery (including Performance Measurement Forms A, B, and C and a Work Plan)			
G. Financial (including all budget/administrative budget forms, federal documents (if applicable), and Financial Audit and management letters)			

### PROPOSAL RATINGS WORKSHEET

Column A represents the maximum number of points an Applicant can earn in a specific category or section as stated in Section 4 of the RFP. Column B represents 70% of the maximum number of points an Applicant can earn in a specific category or section. This percentage indicates that all requirements were met in the category or section. Column C represents the number of points the proposal actually earned in a category or section as determined by the Evaluation Committee.

If the number of points in Column C is more than or less than the number of points in Column B, the Evaluation Committee shall provide a justification of why the category or section earned that number of points. **A score of 70% means that a proposal met all of a category's or section's requirements. A score that exceeds 70% means that a proposal exceeded the category's or section's requirements and requires a written justification. A score that is less than 70% means that a proposal did not meet the category's or section's requirements and requires a written justification.**

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

Evaluation Category	A		B	C	Justification/Comments/Requests:
	Maximum Points	70% Points	Earned Points or Pass/Reject		
<b>I. Program Overview</b>	0	0.0			
<b>II. Experience and Ability</b>	11	7.7			
<b>A. Experience</b>	5	3.5			
1) The Applicant shall provide information demonstrating their experience for the last three (3) years in providing the services specified in Section 2 of this RFP or similar services, including the following required and verifiable information for each contract/project listed: a) Contract/project identification number. b) Contracting agency. c) Name of contact person, phone number, mailing address, and email address of contracting agency. d) Title and a brief description of the service.	4	2.8			
2) 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.	1	0.7			
<b>B. Ability</b>	5	3.5			
1) The Applicant shall <b>demonstrate</b> their knowledge about the delivery of the proposed services.	2	1.4			
2) The Applicant shall <b>demonstrate</b> their ability and skills in delivering the proposed services.	3	2.1			

Evaluation Category	A		B	C	Justification/Comments/Requests:
	Maximum Points	70% Points			
<b>C. Facilities</b>	1	0.7			
The Applicant shall provide information demonstrating the appropriateness/adequacy of its facilities relative to the proposed services. This includes, but is not limited to, street address/es, description of the facilities, how the facilities meet ADA requirements, and a description of any special equipment required to deliver the proposed services, as applicable. If facilities are not presently available, the Applicant has provided detailed plans to secure/prepare the facilities to allow for service delivery by the contract start date.	1	0.7			
<b>III. Staffing and Project Organization</b>	<b>15</b>	<b>10.5</b>			
<b>A. Staffing</b>	9	6.3			
1) Proposed Staffing	5	3.5			
a) The Applicant shall describe and justify a reasonable staffing pattern, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. The Applicant has listed the positions for all program, management, and fiscal staff proposed as full-time or part-time employees under the contract. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.	3	2.1			
b) The Applicant shall describe and justify a reasonable client/staff ratio, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.	1	0.7			
c) The Applicant shall describe and justify a reasonable caseload capacity, appropriate for the delivery of the proposed services, and taken into account the numbers of people to be served and the levels of service activities to be provided. See Performance Measurement Forms A and B, Section 2 of this RFP, as applicable.	1	0.7			
Note: If the Applicant proposed the use of subcontracting, the Applicant also included the above information for the proposed subcontracted staff.	0	0.0			

Evaluation Category	A		B	C		Justification/Comments/Requests:
	Maximum Points	70% Points	Earned Points or Pass/Reject			
<b>2) Staff Qualifications</b>	4	2.8				
a) 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 match the titles listed on the Organization Charts outlined below. The Applicant has also provided clear documentation that all staff have the necessary certifications and licenses, as applicable, to deliver the proposed services. The minimum qualifications meet the minimum personnel requirements specified in Section 2 of this RFP and are sufficient to ensure quality service delivery.	2	1.4				
b) The Applicant shall specify program accommodations to provide services to a multicultural and multilingual population, including immigrants, and described its staff's experience in providing services to these populations.	1	0.7				
c) The Applicant shall show that its staff is familiar with the range of community services available for the target population.	1	0.7				
Note: If the Applicant proposed the use of subcontracting, the Applicant also included the above information for the proposed subcontracted staff.	0	0.0				
<b>B. Project Organization</b>	6	4.2				
<b>1) Supervision and Training</b>	5	3.5				
a) The Applicant shall describe its ability to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services.	2	1.4				
b) The Applicant shall describe its plan to supervise, train, and provide administrative direction to staff relative to the delivery of the proposed services.	3	2.1				
<b>2) Organization Charts and Position Descriptions</b>	1	0.7				
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 position description: <ul style="list-style-type: none"> <li>The position's title.</li> <li>The position's minimum education level (e.g. high school diploma, Bachelor's degree, Master's degree).</li> <li>Full-time equivalency (FTE) to the Applicant's agency and to the program.</li> <li>The position's lines of authority/supervision.</li> </ul>	1	0.7				
c) The Organization-Wide and Program Specific Charts shall both be attached to the Application. The position titles in the Charts match the titles in the position descriptions.						
d) The position descriptions shall all be attached to the Application. Position vacancy information shall be included in the proposal.						
Note: If the Applicant proposed the use of subcontracting, the Applicant has included the above information for the proposed subcontracted staff.	0	0.0				

	A		B	C	
	Maximum Points	70% Points	45.5	Earned Points or Pass/Reject	Justification/Comments/Requests:
<b>Evaluation Category</b>					
<b>IV. Service Delivery</b>					
<b>A. Direct Service Plan Provision</b>					
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.	65 40	28			
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	2.1			
3) The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the following areas: a) Assessments of referred clients including, but not limited to, evaluations of client strengths and areas needing improvement as well as the completion of any assessments required by this RFP (e.g., polygraph testing and psychosexual evaluations), as applicable. b) Service planning. c) Treatment/Direct services detailed for i. through iv. for each of the target groups (Victims, Siblings, Non-Offending Caregivers, Sexually Reactive Youth, Adult Offenders): i. Group treatment services. ii. Individual therapeutic/clinical counseling services. iii. Family therapy. iv. Therapeutic visits. v. Other sex abuse treatment. d) Monitoring progress. e) Documentation (e.g., assessments, service plans, progress reports, discharge plans). f) Service transitions for clients when the contract ends. g) Family Violence Prevention Services Act American Rescue Plan (FVPSA ARP) Services (During the Period of 07/01/2023 – 6/30/2025)	34	23.8			
	4	2.8			
	4	2.8			
	16	11.2			
	4	2.8			
	2	1.4			
	1	0.7			
	3	2.1			

Evaluation Category	A		B	C	Justification/Comments/Requests:
	Maximum Points	70% Points			
<b>B. Coordination of Services</b>	5	3.5			
1) 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.	3	2.1			
2) The Applicant shall 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 are attached to the Application (optional).	2	1.4			
<b>C. Performance Measurement Forms A, B, and C</b>	5	3.5			
The Applicant shall propose realistic numbers/percentages and considered that their staffing structure is able to support the proposed numbers in manageable caseloads. Clear and sufficient justification has been provided to support the proposed numbers/percentages. <u>Note:</u> The DHS shall have the final determination regarding the numbers/percentages for the Contract.	5	3.5			
<b>D. Quality Assurance and Evaluation</b>	10	7			
1) The Applicant shall describe a detailed plan for quality assurance, evaluation, and improvement, including the <b>methodology, instruments, and timelines</b> for the proposed services.	4	2.8			
2) 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.	3	2.1			
3) The Applicant shall outline a process for implementing positive changes from the quality assurance data collected to ensure on-going quality service delivery.	3	2.1			
<b>E. Dispute/Conflict Resolution Procedures</b>	5	3.5			
1) The Applicant shall provide written dispute/conflict resolution procedures to address disagreements with staff, volunteers, and contracted personnel.	2	1.4			
2) The Applicant shall provide written dispute/conflict resolution procedures to address disagreements with clients.	2	1.4			
3) The Applicant shall provide written dispute/conflict resolution procedures to address disagreements with community resources, including consulting with the CWSV/CM/FSS worker as needed.	1	0.7			

Evaluation Category	A		B	C	Justification/Comments/Requests:
	Maximum Points	70% Points			
<b>V. Financial</b>	<b>9</b>	<b>6.3</b>			
<b>A. Pricing Structure</b>	<b>8</b>	<b>5.6</b>			
1) The Applicant shall submit a budget utilizing the pricing structure designated in Section 2 of this RFP. The budget is clear and detailed, providing all costs (personnel and non-personnel) which are appropriate considering the service activities and the tasks to be completed. The budget fully supports the Scope of Work as well as information provided in the Performance Measurement Forms A, B, and C, both in Section 2 of this RFP. The budget is in compliance with any applicable laws, regulations, and rules.	4	2.8			
2) The Applicant shall submit all required budget information on the budget forms listed in Section 3 of this RFP. <u>All budget forms have been fully completed and attached to the Application.</u>	1	0.7			
3) The Applicant shall clearly explain how it verified that all budgeted costs are reasonable and comparable to similar costs in the community.	2	1.4			
4) The Applicant shall provide a separate and clear budget for the administrative costs on the budget forms listed in Section 3 of this RFP, not exceeding 15% of the annual funding amount, and justified the costs. <u>All administrative budget forms, federally-approved indirect rate approval letter, and the general categories used to determine the federal rate have been attached to the Application.</u>	1	0.7			
<b>B. Other Financial Related Materials: Financial Audit</b>	<b>1</b>	<b>0.7</b>			
The Applicant shall submit its most recently completed Financial Audit, including any management letters that accompanied the Audit, and has provided information that demonstrated an adequate accounting system. <u>The Financial Audit and management letters, if applicable, have been attached to the Application.</u>	1	0.7			
<b>TOTAL SCORE</b>	<b>100</b>	<b>70.0</b>			<b>The Applicant's total points (fill in the circle):</b>
					<input type="radio"/> exceeds <input type="radio"/> meets <input type="radio"/> are less than the total points necessary for a satisfactory proposal score. If the Applicant is awarded the Contract, the Applicant shall address all comments and requests on this Worksheet before contract execution.

# **Section 5**

## **Attachments**

## **ATTACHMENT A**

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

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

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

## **ATTACHMENT B**

### **Proposal Application Checklist**

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

## Proposal Application Checklist

Applicant: \_\_\_\_\_ RFP No.: SSD-23-POS-1270 \_\_\_\_\_

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

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

**CRIMINAL HISTORY RECORD CHECK STANDARDS**

**AND**

**PROTECTIVE SERVICES CENTRAL REGISTRY  
STANDARDS**

These will be included in the Contract.

DEPARTMENT OF HUMAN SERVICES  
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS

(Revised 4/18/13)

I. PURPOSE

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

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

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

1. For APCSB providers: The Department of Human Services (DHS) designee contracted to fingerprint individuals and to submit information to and receive information from the FBI and CJIS. The individual shall complete, sign and date the DHS 1645, "Authorization for Criminal History Record Clearance", and submit the completed form to the DHS designee;
2. For APCSB and CWSB providers: State name checks are to be obtained from the Hawaii Criminal Justice Data Center (HCJDC) website: (<http://ecrim.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 APCSB/CWSD clients.

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

- A. Upon implementation of these standards, a check of the Protective Services Central Registry shall be conducted when an individual is:
1. Conditionally offered a position as a direct service provider by an agency, purchase of service contractor, or individual employer. Pending the completion of the Protective Services Central Registry check, the individual may be placed in a 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.

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS  
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## GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

### 1. Representations and Conditions Precedent

#### 1.1. Contract Subject to the Availability of State and Federal Funds.

1.1.1. State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2. Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

#### 1.2. Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1. Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract.

1.2.2. Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

#### 1.3. Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER's performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1. Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2. Drug Free Workplace. The PROVIDER shall implement and maintain a

drug free workplace as required by the Drug Free Workplace Act of 1988.

- 1.3.3. Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4. Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawaii commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND 00/100 DOLLARS (\$2,000,000,00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5. Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any

clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

- 1.6. Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7. Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

## 2. Documents and Files

- 2.1. Confidentiality of Material.
  - 2.1.1. Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - 2.1.2. Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.
- 2.2. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.
- 2.3. Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three

(3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

### **3. Relationship between Parties**

- 3.1. Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2. Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3. Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4. Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - 3.4.1. Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine

whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.

- 3.4.2. Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.
- 3.4.3. PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.
- 3.4.4. PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER

have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

### 3.5. Personnel Requirements.

3.5.1. Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

3.5.2. Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

## 4. Modification and Termination of Contract

### 4.1. Modification of Contract.

4.1.1. In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2. No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3. Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

- 4.2. Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.3. Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4. Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5. STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

## 5. Indemnification

- 5.1. Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

## 6. Publicity

- 6.1. Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2. PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

## 7. Miscellaneous Provisions

- 7.1. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2. Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3. Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and

which are not passed on to the STATE under an escalation clause.

- 7.4. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5. Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6. Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.
- 7.7. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

## **8. Confidentiality of Personal Information**

### **8.1. Definitions.**

- 8.1.1. Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of

the following data elements, when either name or data elements are not encrypted:

- 1) Social Security number;
- 2) Driver's license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2. Technological Safeguards. "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2. Confidentiality of Material.

8.2.1. Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2. Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3. Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4. Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5. Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6. Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3. Security Awareness Training and Confidentiality Agreements.

8.3.1. Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2. Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph, the STATE may at its sole discretion:

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5. Records Retention.

8.5.1. Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2. Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall

continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

## **ATTACHMENT F**

### **Special Conditions**

These will be included in the Contract.

Pages 5-36 and 5-43 should be printed then completed and included in the Proposal Application.

## SPECIAL CONDITIONS

(Final Rev. 3/01/2021)

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 contractual requirements for general liability (GL) for an amount of no less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and an annual aggregate amount of no less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00).
  
  - 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 00/100 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 00/100 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 amount of no less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per claim and an aggregate amount of no less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00). Prior to or upon execution of this Contract and any subsequent Supplemental Agreements, as applicable, the PROVIDER shall furnish the STATE with a Certificate of Insurance verifying this insurance.
- e. The PROVIDER'S Certificate of Liability Insurance shall contain the following:
- 1) The State of Hawaii is added as an additional insured with respect to operations performed for the State of Hawaii (General and Automobile Liability Insurance only).
  - 2) It is agreed that any insurance maintained by the State of Hawaii shall apply in excess of, and not contribute to, insurance provided by this policy.
  - 3) The Contract number and "State of Hawaii, Department of Human Services" shall be specified on the Certificate of Liability Insurance in the "Descriptions of Operations/Locations/Vehicles" box, and "State of Hawaii, Department of Human Services" shall be specified in the "Certificate Holder" box.
- f. The PROVIDER shall include any SUBCONTRACTORS as additional insured under its policies or provide to the STATE separate Certificates of Liability Insurance for each SUBCONTRACTOR. Any SUBCONTRACTOR shall comply with the same insurance requirements as the PROVIDER.
- g. At all times, the PROVIDER shall comply with all current insurance requirements specified in HRS and Hawaii Administrative Rules (HAR).
- h. The PROVIDER shall immediately provide written notice to the STATE should any of the insurance policies required under this Contract and any subsequent Supplemental Agreements, as applicable, be cancelled, limited in scope, or not renewed upon expiration.
- i. Failure of the PROVIDER to obtain and maintain the required insurance shall be deemed a failure to provide the required contract services, allowing the STATE to exercise any or all of the remedies provided in this Contract and any subsequent Supplemental Agreements, as applicable.
- j. The obtaining and maintaining of the required insurance shall not be construed to limit the PROVIDER's subsequent liability nor to fulfill the indemnification provisions and requirements of this Contract and any subsequent Supplemental Agreements, as applicable. Notwithstanding the required insurance, the

PROVIDER shall be obliged for the total amount of any damage, injury, or loss caused by the PROVIDER or its authorized representatives.

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

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

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

by the STATE or federal representatives directly connected with the program under this Contract and any subsequent Supplemental Agreements, as applicable.

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

Conditions. Any amendments to this Contract and any subsequent Supplemental Agreements, as applicable, shall not constitute a fundamental change as defined in Chapter 3-149-303(d), HAR, "...A fundamental change is one which is so great that a reasonable purchasing agency would, in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the STATE is receiving the most advantageous bargain..."

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

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

PROVIDER:

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

18. **Equipment.** If more than fifty percent (50%) of the total contract funds specified in Attachment 3, Compensation and Payment Schedule, of this Contract, and Attachment S3, Compensation Schedule, of any subsequent Supplemental Agreements, as applicable, are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Contract and any subsequent Supplemental Agreements, as applicable, including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and an expected life of more than one year, shall remain the property of the STATE. Following the Contract period, including any subsequent Supplemental Agreements, as applicable, all equipment shall be reported in the final fiscal report to the STATE. The disposition of the equipment shall be prescribed by the STATE.
19. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Contract and any subsequent Supplemental Agreements, as applicable. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards and shall furnish a copy of such audit to the STATE. This requirement shall apply to all PROVIDERS receiving general funds from the STATE.

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

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

**20. Federal Audit Requirement.**

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

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

21. **Tax Clearance.** As a result of Act 190, SLH 2011 and Chapter 103F, HRS, all Chapter 103F PROVIDERS are now required to register on Hawaii Compliance Express (HCE) for compliance verification.
- a. Those PROVIDERS who have HCE compliance verifications on which there is a file number on the line that reads “DCCA FILE #” and there is “Exempt” on the line that reads “COGS, Hawaii Department of Commerce and Consumer Affairs” below that, or on the line that reads “DCCA FILE #” it is blank and on the line that reads “COGS, Hawaii Department of Commerce and Consumer Affairs” below that it is also blank but the HCE compliance verification reads “Compliant”, shall provide a DCCA Certificate of Good Standing when providing signed contract documents to the STATE or as requested by the STATE.
22. In accordance with Act 69, SLH 2010, Chapter 103F, HRS, was amended effective April 29, 2010 by adding a new section as follows:  
 “103F-\_\_\_ Proposals and awards. a) No contract proposals shall be accepted from any applicant who lacks any license necessary to conduct the business being sought by the request for proposals.  
 b) Proposals submitted under this chapter shall include all costs, fees, and taxes, and any award or contract shall be for the amount of the proposal. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance premium, or general excise tax rebates to or waivers for an applicant or bidder.”
23. In accordance with Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds, all PROVIDERS receiving federal funds, including, but not limited to, state and local governments and recipients of federal research grants, shall clearly state:
- a. The total amount of the federal funds for the program or project.
  - b. The percentage of the total costs of the program or project to be financed with federal funds.
  - c. The total amount and percentage of the total costs of the program or project to be financed by non-governmental sources.
24. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** Any SUBCONTRACTOR (also known as a lower tier participant under federal regulations) under this Contract and any subsequent Supplemental Agreements, as applicable, may be asked to sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions stating that neither the SUBCONTRACTOR nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or any subsequent Supplemental

Agreements, as applicable, by any federal department or agency. If a SUBCONTRACTOR is unable to certify this, an explanation shall be included in the Contract and any subsequent Supplemental Agreements, as applicable.

25. **Certification Regarding Lobbying.** The PROVIDER and any SUBCONTRACTORS shall sign and submit to the STATE the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
26. **Nondiscrimination.**
- a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations, which effectuates Title VI of the Civil Rights Act of 1964, the PROVIDER and any SUBCONTRACTORS assure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
- b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations, which effectuates Section 504 of the Rehabilitation Act of 1973, the PROVIDER and any SUBCONTRACTORS hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
- c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations, which effectuates Title IX of the Educational Amendments of 1972, as well as Section 844 of the Educational Amendments of 1974, the PROVIDER and any SUBCONTRACTORS hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
- d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations, which effectuates the Age Discrimination Act of 1975, and except as may be specified in Attachment 1, Scope of Services, of this Contract, and Attachment S1, Scope of Services, of any subsequent Supplemental Agreements, as applicable, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract and any subsequent Supplemental Agreements, as applicable.
- e. **Language Access Services.** In accordance with the State of Hawaii and federal laws, the PROVIDER shall ensure access, delivery, and documentation of Language Assistance Services, including interpreter services, to clients with Limited English

Proficiency (LEP). The PROVIDER shall develop and maintain procedures that specify how Language Assistance Services shall be delivered by the PROVIDER. The PROVIDER:

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

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

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

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

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

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

# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, and Cooperative Agreements

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

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

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Signature

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Title

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Organization

STATE OF HAWAII

DEPARTMENT OF HUMAN SERVICES

### OFFER AND ACCEPTANCE OR WAIVER OF FREE INTERPRETER SERVICES

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

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

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

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

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

1.	ENGLISH is my primary language: <input type="checkbox"/> YES* <input type="checkbox"/> NO *Sign and date below.
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"> <li>• I understand that DHS may secure an independent interpreter to observe my interpreter to ensure the accuracy of the communications.</li> <li>• I understand that the use of family or friends as interpreters may not be the most effective way to help me access the benefits and services that DHS provides.</li> <li>• I understand that DHS does not recommend the use of family members or friends as interpreters and prohibits the use of minors (no one under age 18) as interpreters.</li> <li>• I understand that if I do not want interpreter services <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.</li> </ul>
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: _____

DHS 5000 (06/2014)

Original: Case File

## **ATTACHMENT G**

### **Administrative Assurances**

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

## ADMINISTRATIVE ASSURANCES

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

### 1. Staff Development

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

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

### 2. Supervision

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

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

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

### 4. Coordination of Services

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

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

### 5. Quality Assurance & Program Evaluation

There shall be a written quality assurance plan that addresses:

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

### 6. Documentation of Utilization

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

### 7. Minimal English and Physical Limitations

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

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

SIGNATURE	DATE
TYPE OR PRINT NAME	TITLE
AGENCY	

**ATTACHMENT H**

**Sample Program and Fiscal Forms**

## SAMPLE QUARTERLY ACTIVITY REPORT

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

Reporting Quarter:                      1<sup>st</sup>                      2<sup>nd</sup>                      3<sup>rd</sup>                      4<sup>th</sup>                      Fiscal Year:                      Fiscal Year 2024

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 <sup>st</sup> ___ 2 <sup>nd</sup> ___ 3 <sup>rd</sup> ___ 4 <sup>th</sup>
3) Provider Name:	
4) Program Name:	
5) Funding Dept:	6) Contract #:

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





Sample DHS LEP Form

SERVICE PROVIDER		CONTRACT NO:		REPORTING PERIOD SFY:										
				01 - July - Sept.		02 - Oct - Dec.		03 - Jan - March		04 - April - June				
TYPE OF LANGUAGE SERVICE PROVIDED				SERVICE PROVIDER TYPE				EXPENDITURES						
TOTAL LEP #	Face-to-Face interpreter	Sight translation	Written translation	Telephone interpreter	PAID Interpreter via Agency	PAID Interpreter Professional	Client # provided	Face-to-Face interpreter	Sight translation	Written translation	Telephone interpreter	Sign Language	Other (Identify)	TOTAL LEP EXPENDITURES
0														\$0.00
Chinese														
Cherokee														
Haitian														
Italiano														
Japanese														
Korean														
Korean														
Mandarin														
Mariachi														
Portuguese														
Samoan														
Spanish														
Tagalog														
Thai														
Tongan														
Vietnamese														
Vietnam (Cebuano)														
Sign Language/hearing impaired														
Other - Somali														
Other - (Identify)														
Other - (Identify)														

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

\*Sight translation = interpreter translated document immediately

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

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

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