

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals (RFP)

SSD-26-POS-9908

Home Visiting Services-

Statewide

RFP Posting Date: 10/13/2026

RFP Proposal Submission Deadline:

11/13/2026, 4:30 p.m.,

Hawaii Standard Time

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

JOSH GREEN, M.D.
GOVERNOR
KE KIA'ĀINA



JOSEPH CAMPOS II
DIRECTOR
KA LUNA HO'OKELE

TRISTA SPEER
DEPUTY DIRECTOR
KA HOPE LUNA HO'OKELE

STATE OF HAWAII
KA MOKU'ĀINA O HAWAI'I
DEPARTMENT OF HUMAN SERVICES
KA 'OIHANA MĀLAMA LAWE LAWE KANAKA
Social Services Division Administration
1010 Richards Street, Room 216
Honolulu, Hawaii 96813

LOR-LEI APONTE
DEPUTY DIRECTOR
KA HOPE LUNA HO'OKELE

SSD 26-096

October 13, 2026

MEMORANDUM:

TO: REQUEST FOR PROPOSAL APPLICANTS

FROM: KARLAN FIELDS 
SOCIAL SERVICES DIVISION ADMINISTRATOR

SUBJECT: RFP No.: SSD-26-POS-9908

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified applicants to provide Home Visiting Services. The attached request for proposals (RFP) SSD-26-POS-9908 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 October 19th, 2026, 1:00 pm-2:00 pm, 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. Kelsey Mills, POS Specialist/RFP Contact Person, at (808) 586-5709 or at kmills@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.

Attachment

PROPOSAL SUBMISSION INFORMATION SHEET

- I. **PLEASE READ CAREFULLY AS THIS PROPOSAL SUBMISSION INFORMATION HAS BEEN REVISED FROM PREVIOUS RFPs.**
- II. **PROPOSAL SUBMISSION DEADLINE:**
11/13/2026, 4:30 P.M., HAWAII STANDARD TIME.
- III. **A COMPLETE PROPOSAL SUBMISSION IS ALL COMPONENTS RECEIVED BY THE SPECIFIED DATE AND TIME. NO EXCEPTIONS SHALL BE MADE.**
- IV. **THE APPLICANT SHALL:**
 - A. Submit a complete proposal in Portable Document Format (PDF) to the solicitation located on the State of Hawaii eProcurement system (HiePRO).
 1. Proposal submissions attempted after **11/13/2026, 4:30 p.m., Hawaii Standard Time (HST), SHALL NOT** be accepted.
 2. If the electronic copies of the proposal are not received as described, or not received by the specified date and time, the proposal's submission shall be considered incomplete or late and SHALL NOT BE ACCEPTED for consideration.
 3. All submitted proposal information becomes the property of the Department of Human Services (DHS).
 - B. Submit proposals in PDF format in at least three (3) parts for ease of transmission and reviewing.
 1. The Applicant shall title their proposal PDF files with the RFP number, their initials, and a brief description of the PDF's contents, as shown in the following PDF Title examples.
 2. PDF Title Examples:
 - a. 26.9908.DHS.Service_Delivery_Workplan,
 - b. 26.9908.DHS.Program_Staffing,
 - c. 26.9908.DHS.Financial_Attachments.
 - C. Additionally, Applicants shall submit a Cost Proposal in the original Excel format (not PDF or an alternative file format) using the Cost Proposal Template published with this solicitation.
 - D. Applicants who submit proposals or amendments electronically are fully responsible for ensuring that their documents are received by the purchasing agency. This includes making

certain that the documents are complete, correctly formatted, legible, and submitted on time. Applicants assume the risk that the electronic copies may not be readable by the DHS.

E. The following is the address and RFP contact information for proposal submissions:

- a. **STATE OF HAWAII EPROCUREMENT SYSTEM (HIEPRO):**
<https://hiepro.chawaii.gov/>
- b. **RFP CONTACT PERSON:**
Ms. Kelsey Mills, POS Specialist
Phone: (808) 586-5709
Email: kmills@dhs.hawaii.gov

PLEASE BE ADVISED:

- A. 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 ensure that the electronic copies have been received by the DHS in a timely manner.
- B. Proposals sent by facsimile (fax) shall not be accepted.
- C. 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 with further questions.

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 (as 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>
Public notice announcing Request for Proposals (RFP)	<u>10/13/2026</u>
Distribution of RFP	<u>10/13/2026</u>
RFP Orientation	<u>10/19/2026, 1 pm-2 pm, HST</u>
Applicants' submission of written questions for written responses deadline	<u>10/20/2026 4:30 p.m., HST</u>
State purchasing agency's response to Applicants' written questions deadline	<u>10/26/2026</u>
Discussions with Applicants prior to proposal submission (optional)	<u>As needed</u>
Proposal submission deadline	<u>11/13/2026 4:30 p.m., HST</u>
Discussions with Applicants after proposal submission (optional)	<u>As needed</u>
Final revised proposals deadline (optional)	<u>As needed</u>
Proposal evaluation period	<u>11/16/2026 – 11/26/2026</u>
Provider selection	<u>11/27/2026</u>
Statement of Findings and Decision (Notice of Award)	<u>11/28/2026</u>
Contract start date	<u>12/28/2026</u>

1.2 Website Reference

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

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

Non-SPO websites

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

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

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

1.5 Contracting Office

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

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

1.6 RFP Contact Person

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

Ms. Kelsey Mills
Purchase of Services Unit
Phone: (808) 586-5709
Email: kmills@dhs.hawaii.gov

1.7 Orientation

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

Date:	<u>10/19/2026</u>
Time:	<u>1:00 pm – 2:00 pm</u>
Location:	Department of Human Services via Microsoft Teams Teleconference

To attend the Orientation the Applicant shall contact Ms. Kelsey Mills at (808) 586-5709 or kmills@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. The invitation to attend the Microsoft Teams meeting will be provided upon RSVP and will include a phone number for call-in participants.

1.8 Submission of Questions

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

The Applicants' submission of written questions deadline is **10/20/2026, 4:30 p.m., Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **10/26/2026.**

1.9 Submission of Proposals

A. Forms/Formats

Forms, with the exception of program specific forms, may be found on the SPO website (see 1.2 Website Reference, Section 1 of this RFP). For program specific forms see the Proposal Application Checklist, Section 5 of this RFP.

1. Proposal Application Identification Form (SPOH-200)

This form provides the Applicant's proposal identification.

2. **Proposal Application Checklist**

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

3. **Table of Contents**

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

4. **Proposal Application (SPOH-200A)**

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

B. Program specific requirements

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

C. Multiple and alternate proposals

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

D. Hawaii Compliance Express (HCE)

All Providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for on-line compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is an annual registration fee for the service (currently \$12.00). The HCE's on-line "Certificate of Vendor Compliance" provides the registered Provider's current compliance status as of the Certificate's

issuance date and is accepted for both contracting and final payment purposes. See 1.2 Website References, Section 1 of this RFP for the HCE website address.

1. Tax clearance

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

2. Labor law compliance

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

3. DCCA business registration

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

E. Wages law compliance

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

F. Campaign contributions by State and county providers/contractors

HRS §11-355 prohibits campaign contributions from certain State and county government providers/contractors during the contract term if the providers/contractors are paid with funds appropriated by a legislative body. See 1.2 Website Reference, Section 1 of this RFP for the Campaign Spending Commission website address.

B. 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 that the non-disclosure of designated proprietary data 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: that price (i.e., proposed budgets) is not considered confidential and will not be withheld.

C. Proposal Submission

Applicants shall refer to the Proposal Submission Information Sheet at the beginning of this RFP for submission details.

1.10 Discussions 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 proposals received 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 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.

1.15 Costs for Proposal Preparation

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

1.16 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.

1.17 Rejection of Proposals

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

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

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

1.19 Notice of Award

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

all of the Applicants, as well as the name of the Applicant that the contract was awarded to.

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

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

1.20 Protests

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

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

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

Head of State Purchasing Agency	Procurement Officer
Name: Joseph Campos II	Name: Kelsey Mills
Title: Director	Title: Purchase of Services Specialist
Mailing Address: Department of Human Services P.O. Box 339 Honolulu, Hawaii 96809-0339	Mailing Address: 1010 Richards Street #216 Honolulu, Hawaii
Business Address: Department of Human Services 1390 Miller Street, Room 209 Honolulu, Hawaii 96813	Business Address: 1010 Richards Street #216 Honolulu, Hawaii

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.

1.24 General Requirements

A. Secondary purchaser participation

(Refer to HAR §3-143-608)

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

B. Multiple or alternate proposals

(Refer to HAR §3-143-605)

1. Multiple proposals shall not be allowed.
2. Alternate proposals shall not be allowed.

C. Single or multiple contracts to be awarded

(Refer to HAR §3-143-206)

☐ Single ☒ Multiple ☐ Single & Multiple

DHS shall award one (1) single contract per Geographic Area

D. 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: December 28, 2026, through June 30, 2027

- a. The initial term shall commence on the contract start date.
 - b. Number of possible extensions: four (4) extensions.
 - c. Length of extensions: Up to one (1) year.
2. Maximum contract term:
December 28, 2026, through June 30, 2032, subject to the Option to Extend the provision of the contract (see Special Conditions, Section 5 of this RFP).

E. Subcontracting

1. The PROVIDER shall be allowed to subcontract under this contract (see General Conditions).
2. The PROVIDER shall ensure that its subcontractors comply with all the contract requirements of this scope of work, as applicable.
3. The PROVIDER shall include any subcontractor as additional insured under its insurance policies or provide to the DHS a separate Certificate of Liability Insurance (COLI) and endorsements for each subcontractor. Any subcontractor shall comply with the exact insurance requirements as the PROVIDER.
4. The PROVIDER shall submit any subcontracts and subcontractor's compliance documentation with the contract requirements to the DHS for review and approval.

Section 2

Service Specifications

Section 2 Service Specifications

CWS Home Visiting Services

2.1 Introduction

A. Overview and Purpose

1. The Department of Human Services (DHS or Department) Child Welfare Services (CWS) is seeking proposals statewide to provide CWS Home Visiting Services, a program promoting positive parent-child relationships and supporting families with children ages zero (0) to five (5) years old.
2. The awarded vendor (PROVIDER) shall provide CWS Home Visiting Services according to one of the following two evidence-based home visiting models: (1) Parents as Teachers (PAT) or (2) Healthy Families America (HFA) Child Welfare Adaptation. These models provide evidence-based, trauma and healing informed, family-centered, strengths-based, appropriate support services within the family's natural environment, and utilize the [Protective Factors Framework - Center for the Study of Social Policy](https://cssp.org/ideas-in-action/our-work/projects/protective-factors-framework/) (found at <https://cssp.org/ideas-in-action/our-work/projects/protective-factors-framework/>) to focus on the reduction of parental or environmental stressors which will help prevent child maltreatment.
3. The PROVIDER shall provide services upon commencement of the service start date. The PROVIDER shall provide all services in the scope upon contract start date in alignment with the selected model regardless of affiliation status; provided that the PROVIDER becomes affiliated within the timeframe of the selected model: PAT within six (6) months, or with HFA within one (1) month.

a. **Parents as Teachers (PAT)**

PAT is a parenting intervention model designed to educate parents about child development and school readiness, promote positive child development, enhance protective factors in families, and connect families with support systems and resources.

b. **Healthy Families America (HFA) Child Welfare Adaptation**

HFA is a voluntary, strengths-based home visiting model designed to prevent child abuse and neglect and support families with risk factors associated with child maltreatment or adverse childhood experiences.

4. Home visiting services aim to help:
 - a. prevent child abuse, neglect, and threatened harm,
 - b. support positive parenting,
 - c. improve maternal and child health,
 - d. promote child development and school readiness,
 - e. increase family self-sufficiency.

B. Populations to be Served

1. The PROVIDER shall serve families that are: (1) either expecting a child OR have a child who has not yet turned 6 years old or entered kindergarten, whichever is later, and (2) served by one of the following DHS administered programs:
2. Child Welfare Services Branch (CWSB): services provided to children and their families when the children are reported to have been abused, neglected or are reported to be at risk for abuse and/or neglect. These services include child protection, prevention, and diversion services to keep children out of foster care.
3. Voluntary Case Management (VCM): a service to promote the safety, permanency, and well-being of children and families by addressing the range of family system issues that place children at risk of child abuse and neglect or result in maltreatment.
4. Family Strengthening Services (FSS): a service to provide a community-based intervention designed to strengthen families reported to CWS for child abuse and/or neglect who are assessed as low risk.
5. Permanency Support Services (PSS): a service to provide placement and stability services for children and families as well as services to enhance the stability of adoptions and guardianships.
6. Imua Kākou (IK) Program: a young adult voluntary foster care program designed to help young adults transition to adulthood, independence and self-sufficiency.
 - a. Parents and expecting parents referred for these services may be any age, including youth in foster care or voluntary extended foster care (Imua Kākou).
 - b. Any family member or child who are referred to receive CWS Home Visiting Services shall be referred to as “client” in the Service Specifications.

C. Description of Services

The PROVIDER shall be responsible for providing the full scope of CWS Home Visiting Services to all eligible referred families. Refer to Section 2.2 - Scope of Services for more details about each of the core service activities listed below:

1. Initial Contact
2. Assessment, linkage, and coordination
3. Individualized Family Plan (IFP) Development
4. Implementation of the Individualized Family Plan
5. Transition Planning and Case Closure
6. Satisfaction Surveys
7. Follow-up Contact
8. Client File Maintenance and Retention

D. Evidence-Based Model Overview

The PROVIDER shall provide CWS Home Visiting Services according to one of two evidence-based home visiting models as selected by the PROVIDER: (1) Parents as Teachers or (2) Healthy Families America Child Welfare Adaptation. Both evidence-based models have been approved by the Families First Prevention Services Act (FFPSA) of 2017 Clearinghouse for child welfare agencies. The PROVIDER shall maintain affiliate status with the selected national model throughout the life of the contract. If the applicant is not yet affiliated during the time of proposal submission, the applicant shall propose a timeline within which they will become affiliated. The timeline shall not exceed six (6) months for PAT, or one (1) month for HFA.

E. Geographic Coverage of Service

1. The Applicant shall describe in its proposal how services shall be delivered for these Geographic Area as shown in Table 1. DHS is soliciting a single PROVIDER for each geographic area described in Table 1. Applicants may submit proposals and be awarded to provide services in more than one geographic area. An applicant shall submit a separate proposal for each geographic area for which they are proposing to serve. DHS shall award only one (1) PROVIDER per geographic area.
2. The PROVIDER shall accept referrals and provide services to clients outside of the geographic location as requested by DHS; provided that anything outside of the geographic areas as assigned subject to the provider capacity and after consultation with DHS.

Table 1 – Estimated Number of Children to be Served Annually by Geographic Area

#	Geographic Area	Estimated Number of Children Served Annually
1	East Hawai'i (includes Hakalau, Ka'u, Hilo, Honoka'a, Honomū, Kea'au, Kurtistown, Laupāhoehoe, Mountain View, Ninole, 'Ō'ōkala, Pa'auilo, Pāhala, Hawaiian Beaches / Pāhoa, Papaaloa, Papaikou, Pepe'ekeo, Ocean View, Naelehu, Volcano)	150
2	West Hawai'i (includes Kamuela, Kapaau, Hawi, Waikoloa, Kailua Kona, Holualoa, Kealahakua, Honaunau, Captain Cook, Oceanview, Naalehu, Pahala)	35
3	Kaua'i	35
4	Maui County (includes Molokai and Lanai)	175
5	Oahu: Greater Honolulu (Includes Pearl City, 'Aiea, Kapālama, Sand Island, Downtown Honolulu, Makiki, Waikiki, Wai'alae, Kahala)	150
6	Oahu: Greater Leeward (Includes Kunia, Wahiawa, Mililani, Waipahu, 'Ewa, Kapolei, Wai'anae)	170
7	Oahu: Greater Windward and North Shore (Includes Hawai'i Kai, Waimānalo, Kailua, Kāne'ohe, Ka'a'awa, Hau'ula, Lā'ie, Kahuku, Hale'iwa, Waialua)	40
Total		755

F. Period of Availability, Probable Funding Amounts

1. Contract terms

- a. Initial Contract term: One (1) year and six (6) months
- b. Contract Extensions: The initial term of the contract may be extended for a contract term not to exceed five (5) years and six (6) months subject to the General Conditions, Special Conditions, availability of State and federal funds, need, and the satisfactory performance of services by the PROVIDER as determined by DHS.

2. Contract Funding Amounts:

- a. DHS is soliciting a single PROVIDER for each Geographic Area, and the maximum annual contract amount for each Geographic Area is described in Table 3 below.

Table 2 – Maximum Annual Contract Amount by Geographic Area

#	Geographic Areas	Maximum Annual Contract Amount
1	East Hawai‘i	\$678,287.00
2	West Hawai‘i	\$366,549.00
3	Kaua‘i	\$232,947.00
4	Maui County	\$763,484.00
5	O‘ahu: Greater Honolulu	\$808,463.00
6	O‘ahu: Greater Leeward	\$808,463.00
7	O‘ahu: Greater Windward and North Shore	\$808,463.00
Total:		\$4,466,656.00

- b. DHS reserves the right to change this anticipated contract amount per year, subject to consideration of the submitted applicants’ cost proposals, which contain details and explanations of the estimated operating costs and expenses to maintain these services.
- c. If additional funding becomes available, services may be increased or expanded if DHS determines that a change to the services under the Contract is needed. Funding increases and decreases are subject to the availability of State and federal funds, as well as changes in the service specifications (e.g., the geographic location’s needs, utilization increases or decreases, service activities, and service delivery), and satisfactory performance by the PROVIDER as determined by DHS, among other potential factors.
- d. The allocation of funding is based on the total funding amount available for the service and the estimated costs of providing services to meet the goal number of clients to be served (see Performance Measurement Form A, Section 2 of this RFP).

2.2 Scope of Services

A. General Requirements

1. The PROVIDER shall provide CWS Home Visiting Services according to the evidence-based HFA Child Welfare Adaptation model or the PAT model, as selected by the PROVIDER.
2. The PROVIDER shall maintain affiliation with their selected model throughout the life of the contract in order to perform the services solicited in this RFP. If the PROVIDER is made aware of a change in their status with the model (e.g., losing affiliation, change in affiliation status), within ten (10) business days they shall notify DHS of the status change, along with plans to rectify the situation and bring the PROVIDER back to full compliance with their selected evidence-based model. The PROVIDER shall notify DHS upon returning to

compliance within ten (10) business days of being made aware of the change.

3. The PROVIDER shall participate in all model-mandated reviews, renewals, and recertifications.

The PROVIDER shall work collaboratively with the client by jointly setting meaningful goals, sharing child development information, and determining actions and activities to enhance the client's family functioning.

4. The PROVIDER shall implement trauma-informed methods, as applicable, if the PROVIDER is experiencing challenges in engaging clients.
5. The PROVIDER shall adhere to the Family First Hawai'i (FFH) eligibility reporting requirements as specified by DHS. The PROVIDER shall assist in identifying clients that may be FFH eligible that are not identified as such at the time of referral and shall report these clients to DHS. The PROVIDER shall identify these families in the client eligibility list to assist DHS in data collection.

B. Core Service Activities Description

In conjunction with the selected evidence-based model requirements, the PROVIDER shall provide the following core service activities for each client:

1. Initial Contact

- a. The CWSB, VCM Services, FSS, PSS, or IK Program caseworker shall make the initial service referral for the client to the PROVIDER. Eligibility for the CWS Home Visiting Services will be determined by the referring party prior to referral of the client to the PROVIDER for home visiting services.
- b. The PROVIDER shall conduct initial case planning and shall include the input of the parent(s) and the referring caseworker to determine the service objectives and goals.
- c. If the PROVIDER is unable to contact the parent(s) within five (5) working days of the initial referral, the PROVIDER shall document its efforts and continue contact efforts at least weekly for approximately forty-five (45) calendar days. During that forty-five (45) calendar day period, the PROVIDER shall contact the referring caseworker periodically to appraise them of the status of their progress.

2. Assessment, Linkage, and Coordination

- a. The PROVIDER shall complete a comprehensive assessment within the timeline required by the selected evidence-based model to evaluate the children's and parents' strengths and needs, the parent's ability to protect children, and to determine the service activities needed. Assessments shall be completed by staff who must be certified or trained in administering the assessment tools, as required by the selected evidence-based model being delivered.
- b. The PROVIDER shall complete all child and family assessments required to maintain fidelity to the selected evidence-based model. Depending on the selected model, the PROVIDER shall be required to complete the assessments described in Table 3. For additional assessments the PROVIDER chooses to complete, each provider may choose the assessment that best fits their organization and model needs.

Table 3 – Required Assessment Tools by Selected Model

Selected Model	Required Assessment Tool
HFA	Cues, Holding, Empathy, Expression, Rhythmicity, and Smiles (CHEERS)
PAT	Home Observation Measurement of the Environment (HOME)

- c. All assessment tools shall be administered by the PROVIDER according to the guidelines of the assessment tool and according to the timelines specified by the selected model including at intake and at case closure. DHS reserves the right to adjust the assessment tool requirements in consultation with the PROVIDER during the term of the contract (e.g., adding the North Carolina Family Assessment Scale (NCFAS) or Ages and Stages Questionnaire (ASQ)).
- d. The PROVIDER may also provide linkage and coordination with appropriate community resources to meet a family's needs, as applicable. The PROVIDER shall develop a consent form for the client as needed for linkage and coordination of needed services.

3. Individualized Family Plan (IFP) Development

- a. The PROVIDER shall develop an individualized family plan (IFP) within the timeframe required by the model, ninety (90) days of the referral. The PROVIDER is encouraged to complete the IFP within forty-five (45) days whenever possible. During the initial case planning phase described in section 2.2.B.1.b above, the PROVIDER shall specify in the IFP how services will be provided

to the family and how additional services will be identified, planned, and implemented as agreed upon by the parent(s), the referring source, and the PROVIDER.

- b. The PROVIDER shall develop the IFP in collaboration with the parent(s) and the referring source to ensure that appropriate services and the roles and responsibilities of all parties are clear. The PROVIDER shall use assessment tools in conjunction with their own observations and interactions with the family to assess the family's needs. The Provider shall conduct ongoing assessment of each family throughout service delivery using both formal and informal methods. In addition to required standardized screening and assessment tools, ongoing assessment shall include continuous observational, relational, and conversational practices such as motivational interviewing, interpretation of verbal and nonverbal cues, observation of parent-child interaction, monitoring of engagement patterns, identification of emerging strengths and needs, and assessment of family well-being within the context of culture and daily routines. These practices shall inform goal setting, service planning, referrals, and ongoing support to ensure services remain responsive to the family's evolving circumstances.
- c. The PROVIDER shall schedule and facilitate an in-person meeting with the parent(s) to finalize the IFP and obtain the signature of the parent(s) and the PROVIDER. The PROVIDER shall send a copy of the signed IFP to the referring source within five (5) business days of the meeting.

4. Implementation of the Individualized Family Plan

In order to implement the IFP for each case, services shall minimally include:

- a. **In-Person Visit Requirements.** The PROVIDER staff providing in-home services shall meet with the child and each parent as applicable (as determined by the PROVIDER in consultation with the referring source) at least monthly, or more frequently as required by the selected evidence-based model. The PROVIDER shall make every reasonable effort to ensure services are delivered within the family and community context, including scheduling services during evenings or weekends to accommodate parents' work schedules. These visits shall be in-person face-to-face visits, and at least every other visit must occur in the home.
- b. **Virtual Home Visit Requests:** Virtual visits are allowed when staff are unable to meet in person with families but must be requested by the PROVIDER in a written request to the referring source.

- i. Virtual home visits shall be allowed under the following conditions:
 - 1) When engagement challenges are present
 - 2) Special situations such as:
 - a) Severe weather,
 - b) Natural disaster, or
 - c) Community safety advisory
 - ii. The PROVIDER shall submit a written request that includes the reason a virtual home visit is necessary in lieu of an in-person visit. This written request should include the reason for the request and the anticipated time period for virtual visits. The referring source may be approved if the request is determined to be aligned with the family's needs.
 - iii. All virtual home visits shall be documented in accordance with the selected evidence-based model requirements.
- c. **In-Person Visits, Referrals, and Care Coordination**
- i. The PROVIDER staff providing in-home services shall complete home visits to the client in accordance with the IFP and the selected model requirements. PROVIDER and DHS staff shall communicate with each other regarding their interactions with, and information about, the client. The PROVIDER shall follow up on this information to support referral activities and care coordination as applicable.
 - ii. The PROVIDER shall complete referrals and provide care coordination, including:
 - 1) Assisting parent(s) in identifying concerns or needs they have about their child(ren) and themselves.
 - 2) Assisting parent(s) in identifying strengths and resources they have within their family.
 - 3) Assisting parent(s) in accessing necessary community resources.
 - 4) Coordinating and monitoring service delivery.

- 5) Coordinating the referral and support of families to other services as appropriate and requested, such as the [Hawaii Department of Health Early Intervention Services \(EIS\)](#).
- 6) Assisting with transition planning and coordination to support families to continue receiving services from the [Hawaii Department of Health Maternal, Infant, and Early Childhood Home Visiting \(MIECHV\) following case closure with the PROVIDER](#).

d. Services for Children with Developmental Concerns

For children with developmental concerns, the PROVIDER shall complete referrals for appropriate services as well as participate in the MDE, as requested by DHS, and provide on-going monitoring, as needed.

e. Parental Life Skills, Education, and Training

- i. In order to promote positive parent-child interaction and a positive environment for child development, the PROVIDER shall provide parental life skills training. Components may include, but are not limited to, parent or family activities focusing on:
 - 1) Educating parents about how to interact with other people more productively, including providing assertiveness training.
 - 2) Increasing parental understanding about other relevant issues such as the dynamics of abuse and underlying causes of child abuse.
 - 3) Building parental child protective abilities.
 - 4) Assisting parents in developing concrete, everyday problem-solving abilities.
 - 5) Assisting and supporting parents with substance abuse problems. This shall include facilitating parents' understanding about what effect their substance abuse has on their child(ren) and encouraging their participation in treatment services.
 - 6) Providing information about normal child development stages in order to enhance child management skills. This may be taught in a group format using simple, concrete

techniques, educational materials, and skill building exercises.

- ii. The PROVIDER shall also provide education and training for the family about child development, parent or caregiver involvement, parenting skills, family planning, domestic violence, and therapeutic interventions to strengthen the family. The PROVIDER shall provide modeling and support of the family in these areas.

f. Promotion of Positive Child Health Development

- i. The PROVIDER shall identify, assess, and monitor the developmental status and health care needs of the child or children through direct intervention and consultation.
- ii. The PROVIDER shall promote positive child health development, including assisting the family in establishing a primary medical care provider and regular check-ups, completing immunizations, establishing a primary dental provider and regular check-ups, supporting consistent physical hygiene (including oral health), providing nutrition information, and creating a safe child environment.

- g. **Promotion of Early and On-Going Prenatal Care.** The PROVIDER shall promote early and on-going prenatal care, as appropriate, for expectant mothers already participating in services with the PROVIDER.

- h. **Budgeting Education.** The PROVIDER shall provide education on budgeting to the parent(s) as needed.

- i. **Transportation Assistance.** The PROVIDER shall provide transportation assistance, as needed (e.g. directly transporting clients, providing bus passes and bus route information, or providing taxi vouchers).

- j. **Referring Source Meetings.** The PROVIDER shall participate in and document collaborative meetings with the referring source to ensure coordinated service delivery. The frequency and mode of the meetings shall be determined by need.

5. Transition Planning and Case Closure

- a. The PROVIDER shall have a written Home Visiting case closure process for all Home Visiting cases to be approved by DHS. This process shall include actions, activities, associated timelines, and responsible parties involved in:

- i. creating an individualized family transition plan for each client,
 - ii. providing resources for continued support upon case closure,
 - iii. transitioning clients to ongoing services provided by a community or State agency,
 - iv. service termination, and
 - v. case closure.
- b. The PROVIDER shall begin to implement the case closure process several months prior to the anticipated case closure date to ensure a seamless and coordinated transition for the client from receiving Home Visiting Services; however, the plan shall include the PROVIDER's process for unplanned case closures as well (e.g. a family moves out of the jurisdiction without notice).
 - c. The PROVIDER shall work with the client and referring source as applicable to determine when the client will be ready for case closure (exceptions include unforeseen early case closures). If requested by the client, or if the PROVIDER determines that an extension of services is necessary based on client need, the PROVIDER shall request DHS's written approval to extend services no later than thirty (30) days prior to the case-closure date.

6. Satisfaction Surveys

- a. In order to evaluate its program and staff effectiveness, the PROVIDER shall send satisfaction surveys to the parent(s) (or primary adult recipient(s) of services) and the referring source within one (1) month of the date of the client's service completion. The survey will be drafted by the PROVIDER for DHS approval within 30 calendar days of contract start.
- b. The PROVIDER shall report satisfaction survey data in a form specified by DHS in each Quarterly Activity Report (QAR), as described in Section 2.4.K.

7. Follow-up Contact

- a. The PROVIDER shall attempt follow-up contact with the parent(s) six (6) months after case closure to determine whether the family has remained safe and healthy or whether they need additional services. The follow-up contact with parent(s) (or the primary recipient of services) shall address the following topics:

- i. Current involvement with CWSB, VCM, PSS, FSS, or IK Program;
 - ii. Ability to meet child(ren)'s developmental needs;
 - iii. Ability to make health care decisions for child(ren); and
 - iv. Additional services needed to help the family.
- b. The PROVIDER shall report findings from follow-up contact in the next QAR described in Section 2.4.K.

8. Case Files and Records

- a. The PROVIDER shall maintain a case file for each client referral that is accepted.
- b. Client case files shall contain basic information such as name, gender, birth date, race and ethnicity, address, phone number, family information (if applicable), language spoken, any LEP concerns, and any health, physical, or mental conditions or special needs.
- c. Client case files shall also contain copies of all referrals, evaluations, service plans, comprehensive documentation of completed services, service plans that the PROVIDER was unable to complete, termination plans, reports, and other documentation, such as case notes and service referrals.
- d. Case files shall be maintained and updated during the period when the case is active and open for services. When the case is closed, the PROVIDER shall retain all case files for six (6) years after the last date a service was provided in a case. DHS shall have access to any file upon request.
- e. The PROVIDER shall not use material from case records for teaching or research unless approved in writing by DHS.
- f. In the event that the PROVIDER is no longer contracted to provide Home Visiting Services or the PROVIDER is no longer operating, the PROVIDER shall develop a plan to transfer all case records, while maintaining confidentiality, and submit that plan to DHS in writing for approval within 180 days after the effective end date of the contract.

2.3 General, Administrative and Management Requirements

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).

A. Law and Rule Compliance

The PROVIDER shall provide services in concurrence with all State and federal laws and rules, including but not limited to chapters 346, 350, and 587A, Hawaii Revised Statutes (HRS); the Hawaii Administrative Rules (HAR) Title 17 Chapter 1610; Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and DHS policies and procedures.

B. Experience and Capabilities

1. Experience

The PROVIDER shall have verifiable experience providing supportive services to children and families relevant to this RFP.

2. Capabilities

- a. The PROVIDER shall have the necessary abilities, skills, and knowledge relating to the delivery of the contracted services as detailed in Sections 2.1, 2.2, and 2.3.
- b. The DHS shall assess the PROVIDER's capabilities based on, but not limited to:
 - i. The proposal narrative and program design;
 - ii. The qualifications and experience of staff;
 - iii. The PROVIDER's training plans, supervision structure, and quality assurance processes; and
 - iv. The review of performance reports and case documentation.

C. Personnel Qualification Requirements

1. The PROVIDER shall assure that:
 - a. All staff and subcontracted personnel have the educational qualifications, work experience, necessary training, and appropriate

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

- b. All staff and subcontracted personnel are at least 18 years old.
- c. All staff demonstrate willingness to work with others, including clients coping with multiple issues.
- d. All staff and subcontracted personnel have experience in working with issues such as child abuse and neglect, domestic violence, and substance abuse and must be willing to work with parents that may present safety issues.
- e. Staff titles and staff minimum qualification requirements shall adhere to the selected staff education and experience requirements described below.
 - i. Supervisors
 - 1) Abilities and Skills
 - a) Supervision and interpersonal skills
 - b) Effective in program management
 - c) Support and enhance staff's professional development
 - 2) Education and Experience
 - a) Master's degree and a minimum of five (5) years of experience working in direct service with young children and families; OR
 - b) Bachelor's degree and a minimum of five (5) years of experience working in direct service with young children and families
 - ii. Direct Service Staff, Parent Educators
 - 1) Abilities and Skills
 - a) Engage parents and children in the planning process
 - b) Engage, educate, train parents and caregivers to build skills and knowledge to support parent and child interaction, development-centered parenting, and family well-being to achieve planned goals.

- c) Conduct screenings and assessments to identify and connect families to needed services and resources
- d) Identify, contact, network, and develop relationships with community individuals, agencies, and groups to connect families to resources to meet their needs

2) Education and Experience

- a) Master's degree and no specified experience requirement;
- b) bachelor's degree and minimum of one (1) year of experience working in direct service with young children and families; OR
- c) High-school diploma or General Equivalency Diploma (GED) and minimum of two (2) years of experience working in direct service with young children and families

2. Staff Qualification Waivers

- a. A job applicant who does not meet the minimum qualifications for a job position shall not be hired for work under this contract without written approval from DHS. (For offerors: If the PROVIDER has existing staff who do not meet the staff requirements the offeror will have the opportunity to use the Waiver process to request DHS approval.)
- b. The PROVIDER shall ensure that all staff providing services under this Contract meet the minimum qualifications set out in this section above or that DHS has provided written approval to waive any qualification deficiencies.
- c. The PROVIDER is responsible for verifying education, work experience, certification or license, and waiver, if needed, as well as job performance information, which shall be maintained and updated in the staff, volunteer, and contracted personnel files.
- d. If the PROVIDER wishes to hire a staff member who does not have the minimum qualifications, the PROVIDER may email a written request for a waiver of the qualifications to DHS. The waiver request shall include:
 - i. The name of the applicant and their 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 training that demonstrates their ability to perform the job position's duties adequately).
 - iii. The PROVIDER's plan for the supervision and training to be provided to the applicant if hired.
- e. The DHS shall respond to a waiver request in writing via email asking for more information or approving or disapproving of the waiver, including noting any conditions, such as a probationary plan, that need to be implemented in order to hire the applicant.
- 3. The PROVIDER shall comply with all requirements of the selected evidence-based model for the usage of volunteers.
 - 4. The PROVIDER shall ensure and be responsible for the continuity of services in the event of staff illness, medical emergencies, vacancies, or other situations that result in reduced program resources that are less than contracted.
 - 5. The recruitment of staff from the specifically contracted geographic area(s) is preferred.

D. Personnel Training Requirements

- 1. The PROVIDER shall have in place both an initial and an annual training plan for staff, volunteers, and subcontracted personnel, which shall identify the specific trainings to be provided, the time frames in which they will be provided, and the annual minimum training hours to be completed. It is the responsibility of the PROVIDER to ensure all personnel meet all training requirements, that trainings are identified and provided, and that the administration of trainings are completed by a certified party. The initial trainings shall be completed before staff, volunteers, and subcontracted personnel may provide direct services without direct supervision. Throughout the contract term, all staff, volunteers, and subcontracted personnel shall participate in a minimum of 15 hours annually of additional ongoing and refresher trainings. These training hours may include model-required trainings or trainings directly related to the provision of services, as described below.
- 2. All staff, volunteers and subcontracted personnel providing direct services to clients shall have, at minimum, training in the following areas before they provide direct services without direct supervision:
 - a. An agency orientation including, but not limited to, policies and procedures addressing:

- i. Intakes, assessments, service planning, transition planning and case closure.
 - ii. Documentation requirements.
 - iii. Non-discrimination.
 - iv. Confidentiality and ethics.
 - v. Security and safety provision.
 - vi. Emergency response and disaster preparedness procedures.
- b. Trauma and healing informed care
 - c. Child abuse and neglect
 - d. Domestic violence
 - e. Sex abuse
 - f. Human trafficking
 - g. Substance abuse
 - h. Active listening
 - i. Client engagement
 - j. Any additional trainings identified by DHS as relevant and necessary for the effective delivery of the services under this contract and serving families in CWS, such as a Child Welfare Services overview.
3. A training record for each staff shall include each training topic completed, the number of hours or days for each training, each training's completion date, and each training's facilitator. This training record shall capture all initial and ongoing training requirements. Each record shall be maintained and updated in the staff, volunteers, and subcontracted personnel files, and shall be made available to DHS upon request.
 4. All training shall be provided by appropriately qualified and experienced trainers, with a record of trainer's qualifications maintained as part of the agency training plan record.
 5. The PROVIDER shall comply with all initial and ongoing training requirements for the selected evidence-based model for all hired staff within the timeframe specified by the model. The PROVIDER shall review fidelity requirements during supervision and team meetings to

ensure staff understanding and compliance. Model training requirements may include but are not limited to:

- a. [PAT Training Requirements](#)
 - i. PAT Foundational 1 Curriculum - For Parent Educators supporting families with children prenatal to age three.
 - ii. PAT Foundational 2 Curriculum - For Parent Educators supporting families with children ages three through kindergarten.
 - iii. Supervisors must be certified in the Model Implementation.
- b. [HFA Training Requirements](#) Staff members must receive the required orientation and core trainings delivered by the HFA National Office.

E. Background Checks

The PROVIDER will comply with the following criminal history requirements for all staff, volunteers, and subcontracted personnel prior to their engagement on these services:

1. The PROVIDER shall conduct an initial criminal history record check and sex offender check as well as submit a consent form to the DHS Licensing Unit for a CWS Central Registry Check for all staff, volunteers, and subcontracted personnel job applicants who apply to work under the contract (including existing PROVIDER staff, volunteers, and subcontracted personnel), especially those who will be providing direct services as this necessitates close proximity to children.
2. The PROVIDER may offer applicants of non-direct service positions conditional employment in a non-direct service position for a period not to exceed 30 days pending the receipt of the results of the checks.
3. The PROVIDER shall have an established procedure to address any criminal conviction results with an applicant.
 - a. 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 DHS in writing.
 - b. 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 they were hired.
- c. DHS shall respond in writing via email asking for more information or approving or disapproving the waiver, including noting any conditions, such as a probationary plan, that need to be implemented in order to hire the applicant.
- 4. The DHS Licensing Unit receives the complete results of the CWS Central Registry Check and sends the PROVIDER a copy of the results which includes only limited information. If an applicant has a CWS Central Registry history which may or may not pose a risk to the health, safety, or well-being of children, the Licensing Unit will contact the applicant and may work with the applicant and the PROVIDER in gathering more details and reviewing the information. The Licensing Unit shall contact the applicant and the PROVIDER with the results of the review.
- 5. A job applicant with a criminal or CWS Central Registry history shall not be hired for work under the contract without written approval from DHS, in accordance with the waiver process described above in this Background checks section.
- 6. All three checks shall be completed at the time of hire, again one (1) year after hire, and again every two (2) years thereafter.
- 7. The results of all checks and copies of all consent forms shall be maintained and updated in the staff, volunteers, and subcontracted personnel files and securely stored by the PROVIDER. See "CRIMINAL HISTORY RECORD CHECK STANDARDS and PROTECTIVE SERVICES CENTRAL REGISTRY CHECK STANDARDS (Revised 4/18/13)", Section 5 of this RFP.

F. Coordination and Administrative Activities

- 1. The PROVIDER shall share information collected pursuant to the activities related to this contract with DHS as needed, and with other parties as authorized by DHS, to ensure the safety, permanency, and well-being of clients served under this Contract.

2. The PROVIDER shall meet with DHS and provide progress updates as requested by DHS.
3. The PROVIDER shall not impose any income eligibility standard on clients as a basis for receiving services provided through this contract.

G. Facilities

1. Within each geographic area where the PROVIDER is contracted to provide services, the PROVIDER shall obtain and maintain adequate facilities to satisfactorily deliver contracted services and be operational by the contract start date.
2. The PROVIDER shall select safe locations that facilitate appropriate services between the clients and the PROVIDER staff.
3. The PROVIDER's facility shall meet Americans with Disabilities Act (ADA) requirements and provide any special equipment necessary for service provision.

H. Reporting Requirements

The PROVIDER shall comply with the reporting and information-sharing requirements below and submit the following program reports in the format approved by DHS:

1. Monthly Client Eligibility List (CEL)
 - a. The PROVIDER shall report the list of clients served, the timeframe for services, and the type of services rendered for each client. An example of the CEL report is attached.
 - b. The CEL shall be submitted to DHS via email by the 15th of the month following the reporting period.
2. Quarterly Activity Report (QAR)
 - a. The PROVIDER shall report information about the clients served, including the number of clients served, program activities completed, accomplishments, problems encountered, any program recommendations, and proposed future activities. The QAR shall also document any staffing changes and shall detail the progress the PROVIDER has made on each of the performance measures for the period of the report. An example of the QAR report is attached.

- b. The QAR shall be submitted quarterly to DHS and other DHS-approved entities as applicable by the last day of the month following the reporting period.

3. Limited English Proficiency (LEP)

- a. The PROVIDER shall report on 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. An example of the LEP report is attached.
- b. The LEP Report shall be submitted quarterly to DHS via email by the last day of the month following the reporting period.

4. Report Revisions

The CEL, QAR, and LEP forms, and the information required to be provided on those forms, may be revised during the contract period to properly capture services rendered.

5. Fiscal Reports

- a. The PROVIDER shall complete the annual Budget and Monthly Expenditure Report (MER) in the formats approved by DHS. Expenditures reported in the Report shall be subject to review by DHS, such as a review of all applicable receipts, to verify the amounts and the appropriateness of the reported expenditures. An example of the MER and Invoice is attached.
- b. The PROVIDER shall submit the MER and invoice by the 15th of the month following the reporting period.
- c. The PROVIDER shall submit an annual Budget two (2) months before June 30th, the beginning of each of the upcoming State fiscal year.
- d. 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 MER. The MER 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.

6. Model Evaluation Reports

- a. The PROVIDER shall complete the annual Model Evaluation Reports in the formats approved by DHS. An example report is attached.
- b. The PROVIDER shall submit the Model Evaluation Report to DHS and the Evaluation Vendor designated by DHS by March 1 each year to report on the previous calendar year of services.
- c. The PROVIDER shall also submit the selected model fidelity assessment that documents PROVIDER performance against model fidelity requirements to DHS within 15 days of receipt from the selected model national organization.

7. Additional Reporting

In addition to the required reports listed in Section 2.3.H above, the PROVIDER shall furnish any additional reports or information that DHS may reasonably require or request within a time frame of 30 business days of the request. The reports or information shall be submitted in a format approved by DHS.

I. Continuous Quality Improvement Efforts and Accessibility

1. The PROVIDER shall participate in quality assurance and improvement projects for research and evaluation purposes as requested by DHS. Quality assurance and improvement activities may include participation in case reviews for specified staff as requested by DHS.
2. Other quality assurance and evaluation activities may include data collection and requests related to current DHS initiatives, programs, and activities. The PROVIDER shall provide records for review for this purpose upon DHS's request within two weeks of the request.
3. The PROVIDER shall establish a Data Management Plan for data collection, entry, management, and quality assurance, including a methodology for how to collect data in order to show adherence to performance metrics. The plan will be subject to DHS review and approval.
4. The PROVIDER shall comply with any data requests from DHS-approved entities (e.g. Family First Hawai'i (FFH) Evaluation Vendor, Hawaii Child Welfare Continuous Quality Improvement Project, Database Maintenance contractors, State Department of Health and Department of Education) as specified by DHS.
5. Accessibility:
 - a. The PROVIDER shall offer culturally and linguistically appropriate

services.

b. Limited English Proficiency (LEP).

- i. The PROVIDER shall provide language assistance to individuals with LEP at no cost to the individual.
- ii. The PROVIDER shall document the offer of language assistance and whether the individuals declined or accepted the language assistance.
- iii. The PROVIDER is prohibited from requiring individuals to bring their own interpreters with them to orientation sessions, assessments, interviews, or other appointments.
- iv. The PROVIDER shall be responsible for the cost of language assistance which may be claimed as an expense in accordance with the PROVIDER's proposed budget.

J. Quality Assurance (QA) and Evaluation

1. The PROVIDER shall implement a written quality assurance plan to ensure continuous evaluation and improvement of contracted services. This plan shall include timeframes for QA activities and the specific evaluation tools.
2. The evaluation process shall utilize standardized measurement tools or instruments.
3. The PROVIDER shall collect data on the impact of services on the child(ren) and parent(s) including identifying indicators of change that are relevant to outcomes.
4. The PROVIDER shall include a process for implementing improvements and taking corrective action based upon the quality assurance plan findings.
5. The PROVIDER's administrative staff shall develop a satisfaction survey and seek survey feedback from at least 50% of referring sources, supervisors, and other referring agencies allowing anonymous feedback. The themes identified from satisfaction surveys shall be included into their process for implementing improvements as described in item 4 above.
6. The PROVIDER shall provide a copy of its evaluation documentation to DHS upon request.

K. Contract Monitoring and Evaluation

1. DHS shall monitor all contracts in accordance with the requirements outlined in this scope of work and HRS Chapter 103F. Ongoing contract monitoring may include reviewing program, fiscal reports, periodic service delivery, and program effectiveness assessments. In addition, monitoring may include site visits at any time that may include a comprehensive evaluation of several areas, including reviews of the PROVIDER's compliance with contractual requirements, agency personnel files, client files, and accounting practices.
2. The PROVIDER's implementation of this contract will be monitored and evaluated through the following areas:
 - a. Quality of Services - The PROVIDER shall complete performance measurement tools described in the Scope of Services, General Administrative and Management Requirements, Quality Assurance and Evaluation sections. (See section 2.3.J Quality Assurance Evaluation.)
 - b. Quantity of Services - The PROVIDER shall report on the quantity of services rendered. (See Section 2.3.H.)

3. Financial Management

The PROVIDER shall adhere to the compensation and method of payment as directed in this contract. (See Section 2.4, Compensation and Method of Payment)

L. Contract Modifications

The contract may be modified, as necessary, to include changes in the service specifications (e.g. the geographic location's needs, utilization increases or decreases, service activities, and service delivery), State or federal statutes or rules, or the requirements of applicable funding sources. In this event, 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, and all changes to the contract shall be agreed upon in writing by both DHS and the PROVIDER.

M. Dispute and Conflict Resolution Procedures

The PROVIDER shall have internal documentation written to guide dispute and conflict resolution procedures, including consulting with DHS, or other referral sources, as applicable, to address any disputes or conflicts with, at a minimum, staff, volunteers, and subcontracted personnel, with clients, and with community members.

N. Confidentiality

1. The PROVIDER shall keep case files strictly confidential pursuant to Hawai'i Administrative Rules (HAR) §17-1601 and stored securely. Client identifying information shall only be shared with staff who are employed under this contract, when it is necessary for the completion of the contract work required.
2. The PROVIDER shall share any and all information with DHS or anyone else as authorized by DHS, to ensure the safety, permanency, and wellbeing of the clients served under this contract.
3. The PROVIDER shall allow DHS or anyone else authorized by DHS full access to all case files and administrative records for the purposes of program evaluation and contract monitoring.

O. Response to Subpoenas or Court Orders

The PROVIDER's staff, which shall include contracted direct service workers and subcontracted direct service workers, may be required to appear as a witness or provide evidence, including a written report or statement, in pending legal matters where DHS is a party. The PROVIDER's participation may be required in legal matters, including Family Court hearings, if requested or subpoenaed by DHS through the Department of the Attorney General (AG), or court-ordered by the Family Court. The PROVIDER and their staff shall follow the requirements detailed below as they relate to their involvement in Family Court legal matters:

1. If the PROVIDER receives a subpoena from an individual or entity other than DHS or the AG, then the PROVIDER shall follow its own agency's protocols and, as needed, consult with its own legal counsel. All information shall be confidential and only be disclosed in accordance with a specific court order or proper authority. The PROVIDER's response to any subpoena received from an individual or entity other than DHS or the AG, including the cost of legal counsel, is not covered as part of this contract and any costs associated with compliance cannot be compensated under this contract.
2. If the PROVIDER receives a request to appear or a subpoena to appear from the AG with respect to a Family Court proceeding where DHS is a party, the PROVIDER's staff shall cooperate with DHS and the AG and be prepared to testify or produce documents as requested.
3. If the PROVIDER receives a court order from Family Court with respect to a proceeding where DHS is a party, the PROVIDER's staff shall cooperate with the Court.

4. If the PROVIDER's staff is requested to appear or subpoenaed to appear by the AG, or court-ordered to appear in a legal matter where DHS is a party, to provide testimony as a lay witness to their interactions with the family who is the subject of the legal matter, then the PROVIDER shall ensure that the staff directly involved with the family shall appear.
5. If the PROVIDER's staff is requested to appear or subpoenaed to appear by the AG, or court-ordered to appear in a legal matter where DHS is a party, to provide opinion testimony regarding their assessments of the family who is the subject of the legal matter, then the PROVIDER shall ensure that the staff who appears shall have the requisite education, knowledge, skills, experience, and, if necessary, licensure, to be qualified as an expert in their respective area of service provision in accordance with the staff qualifications in Section 2.3.F.
6. The PROVIDER shall provide requested information to the Court using a format specified by DHS. When 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.
7. Any court activities contemplated under this scope is subject to compensation under this Contract.

P. Technology Requirements

1. The PROVIDER shall maintain sufficient technology to store all applicable files and records electronically to keep all case and reporting information secure and centralized.
2. The PROVIDER shall acquire and maintain technological equipment sufficient to meet all Reporting Requirements outlined in Section 2.3.H, Quality Assurance (QA) and Evaluation requirements outlined in Section 2.3.J, and Contract Monitoring and Evaluation requirements outlined in Section 2.3.K.
3. The PROVIDER shall work collaboratively with DHS to assist in the development of the new information system, the Comprehensive Child Welfare Information System (CCWIS), as requested by DHS. As CCWIS develops and becomes fully operational, the PROVIDER shall continue to work collaboratively with DHS to accurately and efficiently exchange and share data regarding the contracted service, including information about children or youth and the PROVIDER's staff in accordance with procedures for access to CCWIS and in accordance with departmental protocols for input and maintaining confidentiality of the information.

4. The PROVIDER shall work to ensure that all data requested by DHS is submitted as instructed in the format or by the process, and according to the timeline, provided and approved by DHS. The formats, processes, and timelines may be revised as applicable or needed during the time of performance of the Contract at DHS's discretion. The PROVIDER shall be informed about any revisions in a timely manner. Additionally, any costs in this effort shall be at the PROVIDER's expense; however, the PROVIDER may utilize Contract funding if approved by DHS.

2.4 Compensation and Method of Payment

A. Pricing Structure

The pricing structure for these services is as checked below.

☒ Cost reimbursement where DHS pays the PROVIDER up to a maximum annual contract amount for budgeted costs expended in the delivery of contracted services.

B. Budget Conditions

The PROVIDER shall provide in its proposal detailed budgets and subsequent justification pages to include but not limited to: Category A: Personnel Costs; Category B: Operating Costs; Category C: Equipment Purchases; Category D: Motor Vehicle Purchases, and other expenditures, as allowed under Chapter 103F, HRS, Cost Principles, for up to the Annual Maximum Contract Amount. (Visit the SPO website for details - [Instructions and Samples for Budget forms SPOH 205 through 206J.](#))

C. Method of Compensation and Payment

The PROVIDER shall comply with Cost Principles, Chapter 103F, HRS, Purchases of Health and Human Services, allowable expenditures of contract funding and shall be determined in accordance with Generally Accepted Accounting Principles (GAAP), and the information stated below. (Visit the SPO website for details - [State Procurement Office | Cost Principles, HRS Chapter 103F.](#))

1. The PROVIDER shall submit a monthly invoice in the format specified by DHS. The invoice shall be submitted by the 15th of the month following the reporting period. Payment shall be made after receipt and preliminary approval of the invoice, monthly expenditure report, and any other documents required by DHS.
2. The invoice, MER, and the information required to be provided may be

revised during the contract period to capture services rendered properly and costs expended.

3. The PROVIDER shall file documentation indicating who services were provided to, when services were provided, and what services were provided.
4. 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
5. The PROVIDER shall not charge clients any program fees or other costs associated with this contract.

D. Payment Conditions

The PROVIDER shall be compensated based on the following:

1. Subject to the continuing availability of State and Federal funds;
2. For the full delivery of services in compliance with the terms and conditions, and throughout the term, of this contract;
3. For the services satisfactorily performed under this Contract; and
4. For the expenditures actually and appropriately incurred in the performance of this Contract, according to a budget for costs approved by DHS, as indicated by the submittal of invoices supported by the require documentation specific by DHS.

E. No Additional Obligation to Subcontractors

DHS shall be obligated only for the sum specified in this Contract. The PROVIDER's subcontract(s) shall not obligate DHS for the provision of any additional funding.

2.5 Home Visiting Services Performance Measures

- A. It is the goal of DHS to have the PROVIDER provide quality Home Visiting Services. To attain this goal, the PROVIDER shall meet the performance standards set forth in Table 6 below, and the additional measures noted in the QAR. The PROVIDER shall report quarterly on the progress made on each of the performance measures to DHS (as described in Section 2.3.H.2).
- B. In the event that the PROVIDER does not meet DHS' target metrics (denoted in the table below and in the QAR), the PROVIDER shall meet with DHS to discuss a resolution plan for how the PROVIDER will return to compliance. If the PROVIDER does not achieve compliance within the

allotted reconciliation timeframe, they may be subject to corrective action as referenced in Section 2.6 below.

Table 6 – Performance Measures

	Performance Measure	Metric (measured monthly and reported quarterly)
1	The PROVIDER shall complete the IFP within 90 days of referral for each case.	100% of cases
2	The PROVIDER shall meet all reporting deadlines specified in Section 2.3.H Reporting.	100% of reports
3	The PROVIDER shall not maintain a waitlist or turn away any referred clients.	No waitlist and 0 referred clients turned away.
4	Once obtained, the PROVIDER shall maintain affiliation with the selected evidence-based model (HFA or PAT)	Maintain affiliation.
5	The PROVIDER shall maintain fidelity to the selected evidence-based model (HFA or PAT)	Demonstrate fidelity on 100% of fidelity assessments.

2.6 Corrective Actions and Payment Withholds

It is a goal of DHS to ensure that the PROVIDER is accountable for delivering services as defined and agreed to in the Contract. This agreement includes, but is not limited to, performing all items described in the Scope of Work and generally performing to the satisfaction of DHS. Failure to perform in a satisfactory manner may result in corrective actions and withholds described below.

It is the intent of DHS to remedy any contract infractions through collaboration and discussions with the PROVIDER prior to the implementation of any payment withholds. However, if this is not successful, DHS may implement a payment withholding protocol. If the PROVIDER fails to meet requirements set forth in the Contract, and initial corrective action efforts to rectify the situation are unsuccessful, then DHS will provide the PROVIDER with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. If the PROVIDER fails to provide the selected evidence-based model to fidelity, DHS will immediately implement a corrective action plan to resolve issues and ensure fidelity as described below.

A. Corrective Actions

1. If DHS determines that the PROVIDER is not performing to the satisfaction of DHS, has not completed any contract deliverable in a satisfactory manner or within the timeframe defined for the deliverable, or upon written request by DHS for any reason, the PROVIDER shall submit, within ten (10) business days of DHS' written notice of non-compliance, a written Corrective Action Plan (CAP). The nature of the corrective action(s) will depend upon the nature, severity, and duration

of the deficiency and repeated nature. Severity shall be determined by DHS, in its sole discretion.

2. At a minimum, the CAP shall address the causes of the deficiency, the impacts and the measures being taken or recommended to remedy the deficiency, and whether the solution is permanent or temporary. It must also include a schedule showing when the deficiency will be remedied, and when the permanent solution will be implemented, if appropriate. Including specific dates is recommended.

B. Payment Withholds

1. Beginning the month in which a CAP is required, DHS may withhold up to 10% of the following month's payment as requested in its submitted invoice and subsequent billing. When the CAP is completed and the proposed remedy to all deficiencies are remedied to the satisfaction of DHS, all monies withheld shall be returned to the PROVIDER within 30 days. Should the CAP not be submitted as required or should the remedy not be implemented within the time frame specified by the CAP, the PROVIDER shall forfeit withheld monies. In addition, DHS reserves the right to pursue appropriate legal recourse for damages it sustains because of this failure to perform.
2. The PROVIDER and DHS shall schedule regular meetings to discuss the PROVIDER's performance on the CAP. The PROVIDER is required to show satisfactory progress towards milestones and otherwise provide information that can be used to show that performance is satisfactory. Scheduling review meetings shall be agreed upon mutually between PROVIDER and DHS.

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 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 number of pages included so that the limits are not overly exceeded. No points shall be deleted for exceeding the limits.

The Proposal Application is comprised of the following sections:

- *Proposal Application Identification Form* (1 page)
- *Proposal Table of Contents* (2 pages)
- *Program Overview* (2 pages)
- *Experience, Capabilities, and Facilities* (10 pages)
- *Staffing and Project Organization* (12 pages)
- *Service Delivery* (25 pages)
- *General, Administrative, and Management Requirements* (15 pages)
- *Financial* (8 pages)
- *Other: Litigation Information*
- *Certification Regarding Lobbying*
- *Administrative Assurances*
- *Hawaii Compliance Express certification*

3.1 Program Overview

The Applicant shall 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, Capabilities, and Facilities

A. Experience

1. The Applicant shall have verifiable experience in human services of three (3) years relating to the service activities specified in Section 2 of this RFP, as described in Section 2.3.B Experience and Capabilities requirements. This is a mandatory requirement, and failure to meet this requirement may result in the disqualification of the proposal.
2. The Applicant shall provide information demonstrating their experience of three (3) years in providing the services specified in Section 2 of this RFP or other relevant 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, email address, and mailing address of the contracting agency.
 - d. Title and a brief description of the service.
3. The Applicant shall provide information demonstrating their experience in providing services to meet the needs of different individuals and communities, including those listed as Targeted special populations as described in Section 2 of this RFP. The DHS reserves the right to verify the Applicant's experience.

B. Capabilities

The Applicant shall demonstrate that it has the necessary ability, skills, and knowledge relating to the delivery of the proposed services. See Section 2.3.B Experience and Capabilities requirements for additional details. The Applicant may provide service outcome reports, including a brief analysis of the outcomes, and letters of community support (optional).

C. Facilities

1. 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 addresses/es, descriptions of the facilities,

how the facilities meet ADA requirements, ownership/leasing/sharing details, and a description of how the facilities are appropriate for delivering the proposed services across the required geographic areas, as applicable.

2. If facilities are not presently available, the Applicant shall provide detailed plans to secure/prepare the facilities to allow service delivery by the contract start date.
3. See section 2.3.G Facilities for additional details.

3.3 Staffing and Project Organization

A. Staffing

1. Proposed staffing
 - a. The Applicant shall describe and justify a reasonable staffing structure, appropriate for the delivery of the proposed services, taking into account the number of people to be served, the levels of service activities to be provided, and the required geographic coverage. The Applicant shall list the positions for all staff proposed as full-time or part-time employees under the Contract and indicate roles and responsibilities for each staff, including for which geographic region(s) they will be located in and responsible for.
 - b. The Applicant shall describe and justify a reasonable recruiting capacity for staff appropriate for the delivery of the proposed services, taking into account the number of people to be served, geographic coverage, and the levels of service activities to be provided.

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

2. Staff qualifications
 - 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 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 2.3.G Personnel Requirements of this RFP and be sufficient to ensure quality service delivery.
 - b. The Applicant shall specify program accommodations and staff

experience to provide services to various populations, including those listed in the Targeted special populations in Section 2.1.C of this RFP.

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

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

B. Project Organization

1. Supervision and training

The Applicant shall describe its plan and ability to supervise, train, and provide administrative direction related to the delivery of services, as described in Section 2.3.D of this RFP.

2. Organizational charts

- a. The Applicant shall provide an organizational chart at both the organization and project levels. The organizational charts shall reflect the position of each staff member and line of responsibility/supervision, with position titles, names, education level, and full-time equivalency. The Applicant shall denote where an individual is provided by a subcontractor. The project-level organizational chart shall show where the project fits overall in the Applicant's broader organization.
- b. The Organization-Wide and Project Specific Charts shall both be attached to the Application.
- c. Position vacancy information shall also be included in the proposal.
- d. If an Applicant is awarded the Contract, they must submit education and experience documentation or criminal or Child Welfare Services (CWS) Central Registry waivers for incumbent staff who do not already have approved waivers from the Department of Human Services (DHS), if applicable. Additionally, resumes and other relevant information about incumbent staff may be requested by DHS, as needed.

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

The Applicant shall provide a clear, practical approach to providing the services and other 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, logical timelines/schedules, and experience providing these services, 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).

A. Service Provision

The Applicant shall provide a detailed, comprehensive, and practical plan for the delivery of services in the following areas:

1. Initial Contact
2. Assessment, Linkage, and Coordination
3. Individualized Family Plan (IFP) Development
4. In-Person Visits, Referrals, and Care Coordination
5. Services for Children with Developmental Concerns
6. Parental Life Skills, Education, and Training
7. Promotion of Positive Child Health Development
8. Promotion of Early and Ongoing Prenatal Care
9. Budgeting Education
10. Transportation Assistance
11. Transition Planning and Case Closure
12. Satisfaction Surveys
13. Follow-up Contact
14. Case Files and Records

B. General, Administrative, and Management Requirements

1. The Applicant shall provide information that demonstrates its understanding and ability to comply with laws and rules as described in Section 2.3.A of this RFP.

2. The Applicant shall provide information that demonstrates its understanding and ability to coordinate with DHS and comply with the administrative activities described in Section 2.3.F of this RFP, including but not limited to, sharing information and/or working collaboratively with DHS and other community agencies in establishing services, goals, and outcomes to meet the needs of the target population. Verification letters, meeting minutes, with a list of attendees, or other documentation of participation may be attached to the Application (optional).
3. The Applicant shall provide information that demonstrates its understanding and ability to respond to subpoenas as described in Section 2.3.O of this RFP, including a description of its internal protocols for such situations.
4. The Applicant shall provide information that demonstrates its understanding and ability to comply with background checks as described in Section 2.3.E of this RFP.
5. The Applicant shall provide information that demonstrates its ability to resolve conflict as described in Section 2.3.M of this RFP, including but not limited to, established policies and procedures to address disagreements with staff, volunteers, contracted personnel, community resources, and/or DHS.
7. The Applicant shall provide information that demonstrates its ability to comply with the reporting requirements as described in Section 2.3.H of this RFP.
8. The Applicant shall provide information that demonstrates its ability to comply with the confidentiality requirements as described in Section 2.3.N of this RFP.
9. The Applicant shall provide information that demonstrates its ability to comply with the contract monitoring and evaluations by DHS requirements as described in Section 2.3.K of this RFP.
10. The Applicant shall provide information that demonstrates its understanding and ability to conduct quality assurance and evaluation on its own performance as described in Section 2.3.J of this RFP, including but not limited to:
 - a. A detailed plan for quality assurance, evaluation, and improvement, including the methodology, instruments, and timelines for the proposed services.

- b. A description of any internal review processes in place to ensure conformance with specified contract requirements, Administrative Assurances, adequate accounting practices, accurate record keeping and maintenance of agency files, accurate tracking of performance/outcome measures, and program effectiveness.

C. Home Visiting Services Performance Measures

The Applicant shall acknowledge understanding of the performance measures listed in Section 2.5 of the RFP. The Applicant shall describe how it plans to achieve the performance measures listed, including methodology for tracking and reporting these numbers on a monthly basis.

D. Workplan

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). The Applicant shall include a narrative describing key assumptions that may alter the workplan or how they might address changes to the Work Plan.

3.5 Financial

A. Pricing Structure: Proposed Budget

1. The Applicant shall submit a clear, detailed budget utilizing the pricing structure designated in Section 2 of this RFP. The budget shall fully support the Scope of Work, including the achievement of the Home Visiting Performance Measures in Section 2.5 of this RFP. The budget shall be in compliance with any applicable laws, regulations, and rules.

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

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

SPO-H-205:	Budget
SPO-H-206A:	Personnel - Salaries and Wages <i>Must include all scheduled pay raises.</i>
SPO-H-206B:	Personnel - Taxes, Assessments, Fringe
SPO-H-206E:	Contractual Services – Administrative

SPO-H-206F:	Contractual Services – Subcontracts
SPO-H-206H:	Program Activities
SPO-H-206I:	Equipment Purchases
SPO-H-206J:	Motor Vehicles

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

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

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

3. All budgeted costs (personnel and non-personnel) shall be appropriate considering the service activities and tasks to be delivered. The Applicant shall clearly explain how it verified that all budgeted costs are reasonable and comparable to similar costs in the community. The Applicant's budget shall be in compliance with any applicable laws, regulations, and rules.
4. The Applicant may include indirect costs (e.g. administrative personnel and/or other non-direct non-personnel costs) on the budget forms listed in Section 3 of this RFP. Indirect costs (if applicable) shall not exceed 10% of the direct personnel and non-personnel cost amounts and shall be justified in writing. 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. However, the Applicant may not include a rate greater than 10%, even if federally approved. If indirect costs are included in the proposal, the Applicant must ensure that no other cost elements included in the proposal are also being covered through the indirect rate. All proposed costs must be clearly delineated to avoid any duplication or double-counting of expenses. All administrative budget forms, federally-approved indirect rate approval letters, and the general categories used to determine the federal rate shall be attached to the Application.

B. Other Financial Related Materials: Financial Audit

In order to determine the adequacy of the Applicant's accounting system as described under HAR, the Applicant shall submit its most recently completed Financial Audit, including any management letters that accompanied the

audit. The Financial Audit and management letters, if applicable, shall be attached to the Application.

3.6 Attachments

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, 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 G, 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. Evaluation Phases

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

Phase 1: Evaluation of Proposal Requirements

Phase 2: Evaluation of Proposal Application

Phase 3: Notice of Award or Non-Award of a Contract

C. Evaluation Categories

Maximum Possible Points

<i>Mandatory Requirement</i>	<i>Pass/Fail</i>
<i>Administrative Requirements</i>	<i>Submitted/Not submitted</i>
Program Overview	0 points
Experience, Capabilities, and Facilities	10 points
Staffing and Project Organization	16 points
Service Delivery	45 points
General, Administrative, and Management Requirements	14 points
Financial	10 points

4.3 Evaluation Criteria

A. Phase 1: Evaluation of Proposal Requirements

There are two evaluation categories in Phase 1.

<u>Evaluation Categories</u>	<u>Maximum Possible Points</u>
<i>Mandatory Requirement</i>	<i>Pass/Fail</i>
<i>Administrative Requirements</i>	<i>Submitted/Not submitted</i>

Failure to meet the Mandatory Requirements listed in A.1 below shall result in disqualification of the Proposal. Failure to include any of the required (and applicable) documents listed below in A.2 Proposal Application Requirements as part of the proposal may result in a lower score or disqualification of the proposal.

1. Mandatory Requirements (Pass/Fail)

- a. Experience - The Applicant shall have verifiable experience in human services of three (3) years, providing services relevant to this RFP (As described in Section 2.3.B.1).
- b. The State will make a determination on whether the Applicant meets this mandatory requirement based on the Applicant's response to Section 4.3.B.2.a below.

2. Proposal Application Requirements (Submitted/Not submitted)

- a. Proposal Application Identification Form (SPO-H-200)
- b. Proposal Application Checklist
- c. Table of Contents
- d. Program Overview
- e. Experience, Capabilities, and Facilities
- f. Staffing and Project Organization (including Organization Charts and Position Descriptions)
- g. Service Delivery (including Work Plan)
- h. Financial (including all budget/administrative budget forms, federal documents if applicable, and Financial Audit and Management Letters)
- i. Other (See Section 3.6):
 - i. Litigation Information (if applicable)
 - ii. Special Conditions, Certification Regarding Lobbying
 - iii. Administrative Assurances

iv. Hawaii Compliance Express Verification

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

There are five evaluation categories in Phase 2.

<u>Evaluation Categories</u>	<u>Maximum Possible Points</u>
Experience, Capabilities, and Facilities	10 points
Staffing and Project Organization	16 points
Service Delivery	45 points
General, Administrative, and Management Requirements	15 points
Financial	10 points

With the exception of Program Overview, each category listed below shall be evaluated using the following methodology:

Each sub-area within a category has an assigned weight (points). Each sub-area will be given a raw evaluation score on a scale of 0 to 4 as described below.

- 4= Excellent and Significantly Exceeds Requirements
- 3= Exceeds Requirements
- 2= Meets Requirements
- 1= Unsatisfactory or Does Not Clearly Meet the Requirements
- 0= Not addressed or Does Not Meet Requirements

NOTE: Points for each sub-area are calculated by multiplying the sub-area's assigned weight (points) by the raw evaluation score (0-4) the sub-area receives. All sub-areas are scored on a scale of 0 to 4, with a 4 receiving 100% of the available points, a 3 receiving 75% of the available points, a 2 receiving 50% of the available points, a 1 receiving 25% of the available points, and a 0 receiving no points. Points for all sub-areas will be added together.

NOTE: For example, if a sub-area is designated a weight of 8 points, a raw evaluation score of 4 would result in the full 8 points awarded. A score of 3 would yield 6 points, a score of 2 would yield 4 points, a score of 1 would yield 2 points, and a score of 0 would yield 0 points.

NOTE: A score of 2 ("meets Requirements") means that a proposal met all of a category's or section's requirements and does not require written justification. A score of 3 or 4 means that a proposal exceeded the category's requirements and requires a written justification. A score of 0 or 1 means that a proposal did not meet the category's requirements and requires a written justification.

1. Program Overview (0 points)

No points are assigned to Program Overview. The intent of this section is to give the Applicant an opportunity to orient evaluators as to the service(s) being offered.

2. Experience, Capabilities, and Facilities (9 Points)**a. Experience (4 points)**

The Applicant demonstrates verifiable experience in human services of three (3) years in providing services relevant to the services specified in Section 2 of this RFP, and provides verifiable information for each contract/project listed.

b. Capabilities (4 points)

The Applicant has demonstrated their knowledge, abilities, and skills in the delivery of the proposed services.

c. Facilities (1 point)

The Applicant demonstrates the appropriateness/adequacy of its facilities relative to the proposed services. This includes providing key details of its facilities or plans to secure/prepare facilities for service delivery across required geographic areas.

3. Staffing and Project Organization (16 Points)

The State will evaluate the Applicant's approach and rationale for the structure, functions, and staffing to effectively deliver the proposed service activities and tasks.

a. Staffing (10 points)

- i. The Applicant demonstrates how their proposed staffing and staff qualifications are reasonable for the delivery of the service activities outlined in Section 2 of this RFP.
- ii. The Applicant lists the positions for all staff proposed as full-time or part-time employees under the program and indicates roles and responsibilities for each staff, including the geographic region(s) in which they will provide services.

- iii. The Applicant demonstrates staff qualification, including meeting or exceeding minimum personnel requirements. The Applicant demonstrates that staff are experienced and qualified to work with the target populations and familiar with community services pertinent to these populations.
- b. Project Organization (6 points)
- i. The Applicant demonstrates the ability to supervise, train, and provide administrative directions to staff relative to the delivery of the proposed services.
 - ii. The Applicant provided its plan to supervise, train, and provide administrative directions to staff relative to the delivery of the proposed services.
 - iii. The Applicant demonstrates a strong plan for supervision and training of its staff, includes required organizational charts that clearly depict personnel involved in this project, and demonstrates a clear and effective staff structure to perform the required services.

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

4. Service Delivery (46 points)

The Applicant has provided a detailed, comprehensive, and practical plan for the delivery of services in the following areas:

- a. Initial Contact
- b. Assessment, Linkage, and Coordination
- c. Individualized Family Plan (IFP) Development
- d. In-Person Visits, Referrals, and Care Coordination
- e. Services for Children with Developmental Concerns
- f. Parental Life Skills, Education, and Training
- g. Promotion of Positive Child Health Development
- h. Promotion of Early and Ongoing Prenatal Care

- i. Budgeting Education
- j. Transportation Assistance
- k. Transition Planning and Case Closure
- l. Satisfaction Surveys
- m. Follow-up Contact
- n. Case Files and Records

5. General, Administrative, and Management Requirements (13 points)

- a. General and Administrative
 - i. The Applicant demonstrates its understanding and ability to comply with laws and rules as described in Section 2.3.A of this RFP. (1 point)
 - ii. The Applicant demonstrates its understanding and ability to comply with the personnel and training requirements as described in Section 2.3.C of this RFP. (1 point)
 - iii. The Applicant demonstrates its understanding and ability to comply with background checks as described in Section 2.3.E of this RFP. (1 point)
 - iv. The Applicant demonstrates its understanding and ability to coordinate with DHS and comply with the administrative activities described in Section 2.3.F of this RFP, including but not limited to, sharing information and/or working collaboratively with DHS and other community agencies in establishing services, goals, and outcomes to meet the needs of the target population. (1 point)
 - v. The Applicant demonstrates its ability to comply with the reporting requirements as described in Section 2.3.H of this RFP.
 - vi. The Applicant demonstrates its understanding and ability to conduct continuous quality improvement and evaluation activities as described in Section 2.3.I of this RFP. (1 point)

- vii. The Applicant demonstrates its understanding and ability to provide culturally and linguistically appropriate services Section 2.3.I.5 of this RFP. (1 point)
- viii. The Applicant demonstrates its understanding and ability to conduct internal quality assurance activities as described in Section 2.3.J of this RFP. (1 point)
- ix. The Applicant demonstrates its ability to comply with the contract monitoring and evaluations by DHS requirements as described in Section 2.3.K of this RFP. (1 point)
- x. The Applicant demonstrates its ability to resolve conflict as described in Section 2.3.M of this RFP, including but not limited to, established policies and procedures to address disagreements with staff, volunteers, contracted personnel, community resources, and/or DHS. (1 point)
- xi. The Applicant demonstrates its ability to comply with the confidentiality requirements as described in Section 2.3.N of this RFP. (1 point)
- xii. The Applicant demonstrates its understanding and ability to respond to subpoenas as described in Section 2.3.O of this RFP, including a description of its internal protocols for such situations. (1 point)
- xiii. The Applicant demonstrates its understanding and ability to comply with the technology requirements described in Section 2.3.P. (1 point)
- b. Performance Measures (3 points)

The Applicant demonstrates ability and plan to meet or exceed performance measurements.
- c. Workplan (3 points)

The Applicant demonstrates a realistic and detailed workplan showing how the work will be completed.

6. Financial (10 points)

- a. Pricing Structure: Proposed Budget (8 points)

Applicant demonstrates that the costs are reasonable and the budget fully supports the scope of service and requirements of the RFP.

b. Other Financial Related Materials (2 points)

The Applicant's past annual financial Audit demonstrates solid financial stability and accounting practices. Provides the most recent audit report available.

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

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

Section 5

Attachments

ATTACHMENT A

Proposal Application Identification Form (SP0-H-200)

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

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

ATTACHMENT B

Proposal Application Checklist

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

Proposal Application Checklist

Applicant: _____ RFP No.: SSD-26-POS-9908 _____

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

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

Authorized Signature

Date

ATTACHMENT C

Sample Proposal Application Table of Contents

Proposal Application Table of Contents

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II.	Experience and Ability	2
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B.	Ability	4
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III.	Staffing and Project Organization	9
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1.	Proposed Staffing	10
2.	Staff Qualifications	13
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	Organization Charts (narrative)	19
IV.	Service Delivery	22
V.	Financial	42
VI.	Attachments	
A.	Proposal Application Identification Form	
B.	Proposal Application Checklist	
C.	Organization-Wide Chart	
D.	Program Specific Chart	
E.	Position descriptions	
F.	Performance Measurement Forms A, B, and C	
G.	Work Plan	
H.	Budget/Administrative Budget and federal documents	
I.	Financial Audit and management letters for FY26 (or FY25, if not available)	
J.	Litigation Information	
K.	Administrative Assurances	
L.	Special Conditions, pages 5-17 and 5-28	
M.	Certification Regarding Lobbying	
N.	Hawaii Compliance Express certification	

ATTACHMENT D

CRIMINAL HISTORY RECORD CHECK STANDARDS

AND

**PROTECTIVE SERVICES CENTRAL REGISTRY
STANDARDS**

These will be included in the Contract.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS

(Revised 4/18/13)

I. PURPOSE

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

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

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

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

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

Attachments

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

DEPARTMENT OF HUMAN SERVICES
PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

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

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

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

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

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

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

APS CENTRAL REGISTRY CHECK

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

CWS CENTRAL REGISTRY CHECK

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

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

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

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

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

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

ATTACHMENT E

General Conditions

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

These will be included in the Contract.

**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 Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/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 Hawai'i, 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 Hawai'i, 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 Hawai'i 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.

14. **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.
15. **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.
16. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by the STATE and shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all funds received and all direct and indirect expenditures of any nature related to the PROVIDER'S performance as well as provide an adequate audit trail to support the PROVIDER'S claims for reimbursement under this Contract. 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.
 - c. Compliance with generally accepted accounting principles.
17. **Equipment.** If more than fifty percent (50%) of the total contract funds specified in Attachment 3, Compensation and Payment Schedule, of this Contract, and Attachment S3, Compensation Schedule are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Contract 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, all equipment shall be reported in the final fiscal report to the STATE. The disposition of the equipment shall be prescribed by the STATE.
18. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Contract. The PROVIDER shall obtain an audit in accordance with generally accepted

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 by PROVIDER, 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.

Page 5-41, (Certification Regarding Lobbying) should be printed, then completed and included in the Proposal Application.

SPECIAL CONDITIONS

(Revision 8/18/2025)

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.

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. 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, 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, 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, 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, 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.
 - 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. 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:

by a written notice sent to the PROVIDER thirty (30) working days prior to the termination date that includes a brief statement of the reason for the termination.

9. **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, shall allow thirty (30) calendar days for consideration and approval of the request.
10. **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, 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.
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 obligates the STATE to provide any such referrals to the PROVIDER.
13. **Notice.** In addition, to #6, Notices, of the Recitals, any notice required to be given under this contract may also be emailed unless otherwise specified that it must be mailed.
14. **Option to Extend.** The STATE and the PROVIDER may agree in writing to extend the terms of this Contract 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, is exempt from procurement rules.
X	If the STATE and the PROVIDER agree to an extension to utilize unspent funds.

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.

19. Federal Audit Requirement.

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

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

20. Compliance.

Vendors, contractors, and service providers must be compliant with statutes and administrative rules regarding tax clearance. State agencies are required to verify compliance. Vendors, contractors, and service providers must provide:

- a. A tax clearance certificate from the Department of Taxation and the Internal Revenue Service;
- b. A certificate of compliance from the Department of Labor and Industrial Relations;
- c. A certificate of good standing from the Department of Commerce and Consumer Affairs.
- d. In lieu of the above certificates, vendors, contractors and service providers may show proof of compliance through the state procurement office designated certification process, the Hawaii Compliance Express (HCE).

22. 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, 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, by any

federal department or agency. If a SUBCONTRACTOR is unable to certify this, an explanation shall be included in the Contract.

23. **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.
24. **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.
 - 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.
 - 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.
 - 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, 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.
 - e. **Language Access Services.** In accordance with the State of Hawaii and federal laws, the PROVIDER shall ensure access, delivery, and documentation of Language Access Services, including interpreter services, to clients with Limited English Proficiency (LEP). The PROVIDER shall develop and maintain procedures that specify how Language Access Services shall be delivered by the PROVIDER. The PROVIDER:
 - 1) Shall offer Language Access 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 Access 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 Access Services provided.
 - d) The name of the interpreter and their agency, if applicable.
25. 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.
- a. 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.
 - b. 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.
 - c. 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.
26. **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.

ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, and Cooperative Agreements

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

1. No federal appropriated funds have been paid or shall be paid by, or on behalf of, the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards to all tiers (including subcontracts, subgrants, and contracts under grants, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of facts upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Signature

Title

Organization

ATTACHMENT

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 I

Sample Program and Fiscal Forms

Sample Quarterly Activity Report: Clients Served

# of children who received services in each category:	All					FFH				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
New Children					0					0
Continuing Children										
Children In-Home										
Total Children Served	0	0	0	0	0	0	0	0	0	0

# of families who received services in each category:	All					FFH				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
New Families					0					0
Continuing Families										
Families Served	0	0	0	0	0	0	0	0	0	0
RCG Families					0					0
LEP Families					0					0

# of people served by age group (unduplicated by age):	All					FFH				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Birth to 5 years old					0					0
6 to 11 years old					0					0
12 to 17 years old					0					0
18 to 21 years old					0					0
22 to 30 years old					0					0
31 to 40 years old					0					0
41 to 59 years old					0					0
60+ years old					0					0

Sample Quarterly Activity Report: Service Activities

<u>Service Activities</u>	All					FFH				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Initial Family Support Plan or Goals Plan within 90 days					0					0
Initial Family Support Plan or Goals Plan Total					0					0
Intakes completed (New Referrals)					0					0
Family needs assessments completed					0					0
Child development assessments completed					0					0
In-home visits					0					0
Telephone or video conference visits					0					0
Collaborative service provider meetings					0					0
Bus passes/taxi vouchers given					0					0

<u>Home Visiting Activities</u> (choose all that apply)	All					FFH				
	Q1	Q2	Q3	Q4	YTD	Q1	Q2	Q3	Q4	YTD
Child development activities					0					0
School readiness activities					0					0
Parent-child relationship activities					0					0
Parenting education (e.g. prenatal/preventative health, milestones, discipline, nutrition, safety, budget)					0					0
Substance use counseling					0					0
Domestic violence counseling					0					0
Parent mental health counseling					0					0
Provider directly transporting families					0					0

SAMPLE QUARTERLY STAFFING CHANGES

Attach a copy to the Quarterly Activity Report

1) Fiscal Year: «Fiscal Year Sec 5»	2) Quarter: ____ 1 st ____ 2 nd ____ 3 rd ____ 4 th
3) Provider Name:	
4) Program Name:	
5) Funding Dept:	6) Contract #:

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

Form QSC 1 (01/00)

SAMPLE MONTHLY CLIENT ELIGIBILITY LIST

Fiscal Year:

Report Period (Month):

Contract No.:

Provider/Agency Name:

[illegible]

SAMPLE

DHS 210

REPORT OF EXPENDITURES

Provider:

Contract No.:

Reporting Period Covered:

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

DHS/SSD 210 1/20/00

PLEASE SUBMIT ORIGINAL

POS

DHS Form 210A

Provider: _____

Contract
No.: _____

Reporting Period Covered:

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

Sample Invoice

RFP No.: SSD-26-POS-9908

State of Hawaii
Department of Human Services
Social Services Division

INVOICE

DHS USE ONLY (Do not reduce this area):

Provider Name: _____
Address: _____

Service Name: _____

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

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

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

Payment Summary

For Cost Reimbursement or Fixed Rate Pricing Only:

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

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

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

Comments: _____

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

Authorized Signature:  _____ **Date:** _____
Title: _____

DHS USE ONLY:

Approved for Payment: _____ **Date:** _____
Signature
Title: _____

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

Sample Language English Proficiency (LEP) Report

REPORTING PERIOD

SFY:

SERVICE PROVIDER

CONTRACT NO:

DHS-XX-POS-XXXX

Q1 - July - Sept.

Q2 - Oct .- Dec

Q3 - Jan - Mar

Q4 - April - June

LANGUAGE	TYPE OF LANGUAGE SERVICE PROVIDED					SERVICE PROVIDER TYPE							EXPENDITURES							TTL
	TTL	Face to face interpreter	Sight* translation	Written** translation	Telephone interpreter	Bilingual staff	Community Volunteer	Staff Volunteer	PAID Interpreter via agency	PAID Professional interpreter	Client ‡ provided	Face to face interpreter	Sight translation	Written translation	Telephone interpreter	Sign Language	OTHER (Identify)	LEP EXPEND.		
	LEP #																	0		
Cantonese	0																	0		
Chuukese	0																	0		
Hawaiian	0																	0		
Ilokano	0																	0		
Japanese	0																	0		
Korean	0																	0		
Kosraean	0																	0		
Sign Language/ Services for Hearing Impaired																		0		
Mandarin	0																	0		
Marshallese	0																	0		
Portuguese	0																	0		
Samoan	0																	0		
Spanish	0																	0		
Tagalog	0																	0		
Thai	0																	0		
Tongan	0																	0		
Vietnamese	0																	0		
Visayan (Cebuano)	0																	0		
Other - SOMALI	0																	0		
Other - (Identify)	0																	0		
Other - (Identify)	0																	0		

*Sight translation = interpreter translated document on the spot

‡Client provided interpreter must be identified in client's case record

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

INSTRUCTIONS:

Please report each encounter separately, eg, if an interpreter was requested for 2 days, report each day as a separate encounter.
An INTERPRETER deals with verbal/oral communication where as 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

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: _____	☐ YES* ☐ NO *Sign and date below.
2. ☐ I do not need an interpreter. If you do not need an interpreter go to part 4 and sign below: ☐ I need an interpreter for the following language: _____ If you need an interpreter, go to part 3, and check the box that applies to you.	
3. ☐ 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. • I understand that DHS may secure an independent interpreter to observe my interpreter to ensure the accuracy of the communications. • I understand that the use of family or friends as interpreters may not be the most effective way to help me access the benefits and services that DHS provides. • I understand that DHS does not recommend the use of family members or friends as interpreters and prohibits the use of minors (no one under age 18) as interpreters. • I understand that if I do not want interpreter services at this time, I have the right to change my mind in the future and have DHS provide free interpreter services at that time or bring an interpreter of my choice.	
4. 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: _____	

Sample Proposal Rating Worksheet Overview

RFP SSD-26-POS-9908- Home Visiting Services

I. Introduction

The objective of the evaluation process is to identify the Applicant that can provide the most advantageous proposal(s) to the State for quality services, according to the factors below. This RFP will be scored in multiple stages as described below.

II. Process Overview

Phase 1 (Proposal Requirements)

1. During the first stage of scoring, DHS will evaluate each Applicant's proposal on a Pass/Fail basis to ensure that each Applicant has met the mandatory requirements.

Phase 2 (Evaluation of Proposal Application (100 Points))

2. The Evaluation Committee will receive the proposals that pass mandatory requirements and will review each proposal. The Evaluation Committee will meet to discuss the Proposals and provide Raw Evaluation Scores based on the Evaluation Committee's assessment of the Applicant's ability to meet requirements and to service the State's needs as described in the RFP. The points distribution will be as indicated below.

Experience, Capabilities and Facilities

Criteria	Points
Experience	4.00
Capabilities	4.00
Facilities	1.00
MAXIMUM POSSIBLE POINTS	9.00

Staffing and Project Organization

Criteria	Points
Staffing	10.00
Project Organization	6.00
MAXIMUM POSSIBLE POINTS	16.00

Scope of Work- Service Delivery

Criteria	Points
Initial Contact	4.00
Assessment, Linkage, and Coordination	5.00
Individualized Family Plan (IFP) Development	4.00
In-Person Visits, Referrals, and Care Coordination	4.00
Services for Children with Developmental Concerns	4.00
Parental Life Skills, Education, and Training	4.00
Promotion of Positive Child Health Development	4.00
Promotion of Early and Ongoing Prenatal Care	4.00
Budgeting Education	2.00
Transportation Assistance	3.00
Transition Planning and Case Closure	4.00
Satisfaction Surveys	1.00
Follow-up Contact	2.00
Case Files and Records	1.00
MAXIMUM POSSIBLE POINTS	46.00

Scope of Work - General, Administrative, and Management Requirements

Criteria	Points
Law and Rule Compliance (Section 2.3)	1.00
Personnel Qualifications and Training (Section 2.3)	1.00
Background Checks (Section 2.3)	1.00
Coordination and Administrative Activities (Section 2.3)	1.00
Reporting (Section 2.3)	1.00
Continuous Quality Improvement (Section 2.3)	1.00
Accessibility (Section 2.3)	1.00
Internal Quality Assurance and Evaluation (Section 2.3)	1.00
Contract Monitoring and Evaluations by DHS (Section 2.3)	1.00
Dispute and Conflict Resolution Procedures (Section 2.3)	1.00
Confidentiality (Section 2.3)	1.00
Court-Related Activity Compliance (Section 2.3)	1.00
Technology Requirement Compliance (Section 2.3)	1.00
MAXIMUM POSSIBLE POINTS	13.00

Scope of Work - Performance Measures

Criteria	Points
Performance Measures (Section 2.5)	3.00
MAXIMUM POSSIBLE POINTS	3.00

Scope of Work - Workplan

Criteria	Points
Workplan	3.00
MAXIMUM POSSIBLE POINTS	3.00

Financial

Criteria	Points
Proposed Budget (Section 3.5)	8.00
Financial Audit (Section 3.5)	2.00
MAXIMUM POSSIBLE POINTS	10.00

3. Each sub-area within the categories above will be given a raw evaluation score by the evaluation team on a scale of 0 to 4. Points for each sub-area are calculated by multiplying the sub-area's assigned weight (See column C above) by the associated percentage of each raw evaluation score the sub area receives (0%, 25%, 50%, 75%, or 100%). Points for all sub-areas will be added together to receive the point total. The scoring scale is as follows:

4 = Excellent and Significantly Exceeds Requirements - Receives 100% of sub-area's allocated points

3 = Exceeds Requirements - Receives 75% of sub-area's allocated points

2 = Meets Requirements - Receives 50% of sub-area's allocated points

1 = Unsatisfactory or Does Not Clearly Meet the Requirements - Receives 25% of sub-area's allocated points

0 = Not Addressed or Does Not Meet Requirements - Receives 0% of sub-area's allocated points

A score of 2 ("Meets Requirements") means that a proposal met all of a category's or section's requirements and does not require written justification. A score of 3 or 4 means that a proposal exceeded the category's requirements and requires a written justification. A score of 0 or 1 means that a proposal did not meet the category's requirements and requires a written justification. Please see RFP Section 4.3.B for additional details.

Phase 3 Notice of Award or Non-Award of a Contract

4. 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.