The Judiciary
State of Hawaii

Request for Proposals
RFP J28006
(RFP-J28006-CC5)

TO PROVIDE ADULT SUBSTANCE ABUSE TREATMENT SERVICES, FIFTH CIRCUIT, THE JUDICIARY, STATE OF HAWAII FOR THE PERIOD JULY 1, 2027 – JUNE 30, 2029

DIRECT QUESTIONS OR ISSUES RELATING TO THE ACCESSIBIITY OF THIS RFP (INCLUDING THE ATTACHMENTS AND EXHIBITS AND ANY OTHER DOCUMENT RELATED TO THIS RFP) AND REQUESTS FOR ACCOMMODATIONS FOR PERSONS WITH DISABILITIES IN CONNECTION WITH THIS RFP TO:

MS. ANITA APPLEGATE
TELEPHONE: (808) 482-2532 OR EMAIL: Anita.A.Applegate@courts.hawaii.gov

OCTOBER 14, 2026

THE JUDICIARY, STATE OF
HAWAII HONOLULU, HAWAII

REQUEST FOR PROPOSAL NO. J28006

RFP ADMINISTRATIVE INFORMATION

RFP Title	**TO PROVIDE ADULT SUBSTANCE ABUSE TREATMENT SERVICES, FIFTH CIRCUIT, THE JUDICIARY, STATE OF HAWAII**
RFP Project Description (See Section Two)	
RFP Point of Contact: (See Buyer Information)	Ms. Anita Applegate Agency Name - Judiciary Buyer email – Anita.A.Applegate@courts.hawaii.gov
Submit proposals electronically via Hawaii Electronic Procurement System (HlePRO): (See Electronic Submission of Proposals)	Electronic Submission hiepro.ehawaii.gov
RFP Orientation	October 23, 2026, at 9:00 A.M., Hawaii Standard Time (HST) Orientation meeting will be conducted virtually through Microsoft Teams. Meeting ID: 212 920 316 961 904 Passcode: an72yy9C
Deadline to Receive Questions: (See Procurement Timetable)	October 23, 2026; 2:00 P.M. Hawaii Standard Time (HST)
Question & Answers: (Sections Schedule and Significant Dates and Electronic Submission of Questions)	All questions, including those about Terms and Conditions, must be submitted through HlePRO. Questions must be submitted by the question deadline date.
RFP Closing Date: (See Schedule and Significant Dates)	November 12, 2026
RFP Closing Time: (See Schedule and Significant Dates)	12:00 P.M. Hawaii Standard Time (HST)
Initial Term of Contract and Renewals: (See Period of Performance)	July 1, 2027 – June 30, 2029 The contract may be extended for an additional two (2) year period, subject to the appropriation and availability of funds and satisfactory performance of services by providers.
TAKE NOTE THE MANDATORY .75% (.0075) TRANSACTION FEE TO HAWAII INFORMATION CONSORTIUM, LLC DBA NIC HAWAII IS BASED ON SALES FOR AWARDS MADE IN HIEPRO. (DETAILED IN SECTION 1.8 ELECTRONIC PROCUREMENT)	

COMPETITIVE PURCHASE OF HEALTH & HUMAN SERVICE

TABLE OF CONTENTS

		PAGE
SECTION ONE – ADMINISTRATIVE OVERVIEW		
1.1	Procurement Timetable	1-1
1.2	Website Reference	1-2
1.3	Authority	1-2
1.4	RFP Organization	1-3
1.5	Contracting Office	1-3
1.6	Orientation	1-3
1.7	Governing Laws and Regulations	1-4
1.8	Electronic Procurement	1-4
1.9	Submission of Questions	1-4
1.10	Electronic Submission of Questions	1-5
1.11	Submission of Proposals	1-5
1.12	Discussion with Applicants	1-7
1.13	Opening of Proposals	1-7
1.14	Additional Materials and Documentation	1-7
1.15	RFP Amendments	1-7
1.16	Final Revised Proposals	1-7
1.17	Firm Proposal	1-8
1.18	Cancellation of Request for Proposal	1-8
1.19	Costs for Proposal Preparation	1-8
1.20	Provider Participation in Planning	1-8
1.21	Rejection of Proposals	1-8
1.22	Notice of Award	1-9
1.23	Proposals and Awards	1-9
1.24	Protests	1-10
1.25	Availability of Funds	1-11
1.26	Monitoring and Evaluation	1-11
1.27	General and Special Conditions of Contract	1-11
1.28	Cost Principles	1-11
SECTION TWO – SERVICE SPECIFICATIONS		
2.1	Introduction	2-1

2.2 General Requirements 2-2
2.3 Scope of Work 2-4

SECTION THREE – PROPOSAL APPLICATIONS INSTRUCTIONS

3.0 General Instructions 3-1
3.1 Program Overview 3-1
3.2 Experience and Capability 3-1
3.3 Project Organization and Staffing 3-2
3.4 Service Delivery 3-3
3.5 Financial 3-3
3.6 Other 3-5

SECTION FOUR – PROPOSAL EVALUATION

4.1 Introduction 4-1
4.2 Evaluation Process 4-1
4.3 Evaluation Criteria 4-2

SECTION FIVE – ATTACHMENTS

ATTACHMENT A: Proposal Application Checklist

ATTACHMENT B: Proposal Application Identification Form, Application, and Sample Table of Contents

ATTACHMENT C: Form SPOH-205 (Budget)

ATTACHMENT D: Contract General Conditions (Pursuant to 103F, HRS)

Contract Special Conditions

Hawaii Judiciary Policy Discrimination/Harassment-Free Workplace

SECTION ONE

ADMINISTRATIVE OVERVIEW

SECTION ONE - ADMINISTRATIVE OVERVIEW

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

1.1 Procurement Timetable

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

Activity	Scheduled Date
A. Public Notice Announcing RFP	October 14, 2026
B. Distribution of RFP	October 14 – November 12, 2026
C. RFP Orientation Session(s)	9:00 a.m. H.S.T., October 23, 2026
D. Deadline for Submission of Applicants' Written Questions for Written Responses	2:00 p.m. H.S.T., October 23, 2026
E. Judiciary's Response to Applicants' Written Questions	4:30 p.m. H.S.T., October 29, 2026
F. Discussions with Applicants Prior to Submittal Deadline (optional).	October 14 – November 12, 2026
G. PROPOSAL SUBMITTAL DEADLINE IN HIePRO	**12:00 p.m. H.S.T., November 12, 2026**
H. Discussions with Applicants After Submittal Deadline (optional)	November 2026
I. Final Revised Proposals (optional)	November/December 2026
J. Proposal Evaluation Period	November/December 2026
K. Provider Selection and Award	November/December 2026
L. Notice of Statement of Findings and Decisions	November/December 2026
M. Contract Development	December 2026 / January 2027
N. Contract Start Date (tentative)	July 1, 2027

1.2 Website Reference

The Judiciary Website is **http://www2.hawaii.gov/jud under "Doing Business with the Judiciary/Solicitations".**

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

1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes, Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive

knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of the prospective applicant.

1.4 RFP Organization

This RFP is organized into five sections:

SECTION ONE*: *Administrative Overview--Provides applicants with an overview of the procurement process.

SECTION TWO*: *Service Specifications--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

SECTION THREE*: *Proposal Application--Describes the required format and content for the proposal application.

SECTION FOUR*: *Proposal Evaluation--Describes how proposals will be evaluated by the Judiciary.

SECTION FIVE*: *Attachments --Provides applicants with information and forms necessary to complete the application.

1.5 Contracting Office

The Contracting Office is responsible for receiving and for the execution of the contract(s) resulting from this RFP. The Contracting Office is:

The Judiciary, State of Hawaii
Financial Services Division
Contracts and Purchasing Office
1111 Alakea Street, 6th Floor
Honolulu, Hi 96813-2807
Phone: (808)538-5805 Fax: (808) 538-5802
Email: Kelly.Y.Kimura@courts.hawaii.gov

1.6 Orientation

Orientation meeting for applicants will be held on the date and at the locations and time indicated in the "NOTICE TO PROVIDERS THROUGH THE STATE OF HAWAII ELECTRONIC PROCUREMENT SYSTEM (HIePRO) of this RFP.

Applicants attending the orientation should have their RFP packets with them. Applicants are encouraged to submit written questions prior to the orientation to HIePRO.

Impromptu questions will be permitted and spontaneous answers provided at the orientation at the Judiciary's discretion. Verbal answers provided at the orientation are only intended as general direction and may not represent the Judiciary's position. Formal official responses will be provided in writing. To ensure a written response from the Judiciary, questions should be

submitted in writing following the close of the orientation, but no later than the date indicated in HIePRO, in order to generate a written Judiciary response. All questions shall be submitted through HIePRO.

1.7 Governing Laws and Regulations

This procurement is conducted by the Judiciary in accordance with the regulations and laws of the State of Hawaii. Venue for any administrative or judicial action relating to this procurement, evaluation, and award shall be in the State of Hawaii.

1.8 Electronic Procurement

The State Procurement Office has established the Hawaii State eProcurement (HlePRO) System to promote an open and transparent system for vendors to compete for state contracts electronically. Applicants interested in responding to this solicitation must be registered on HlePRO. Registration information is available at the State Procurement Office (SPO) website: https://hiepro.ehawaii.gov/welcome.html, select HlePRO Vendor Registration and then Vendor Registration Guide.

The Judiciary will use HlePRO to issue the RFP, receive proposals, and issue Addenda to the RFP. Addenda and the other information and materials shall be provided by the Judiciary through HlePRO, including additions or changes with respect to the dates in the Procurement Timetable. The Judiciary is not responsible for any delay or failure of any Applicant to receive any materials updated through the RFP Process on a timely basis.

As part of this procurement process, Applicants are informed that awards made for this solicitation, if any, shall be done through the HlePRO and shall, therefore, be subject to a mandatory .75% (.0075) transaction fee, not to exceed $5,000 for the total contract term.

HlePRO Special Instructions. Applicant shall review all special instructions located in HlePRO. Applicants are responsible for ensuring that all necessary files are attached to their proposal prior to the proposal deadline.
Applicants are advised that they should not wait until the last minute to submit their proposal on HlePRO. Applicants should allow ample time to review their submitted proposal, including attachments, prior to the proposal deadline.

1.9 Submission of Questions

If a Prospective Applicant believes that any provision of the RFP is unclear, potentially defective, or would prevent from providing a meaningful Proposal, the Applicant shall submit questions regarding this solicitation through HIePRO on or before the deadline indicated in Procurement Timetable. Each question shall identify the page, section number, paragraph, and line or sentence of such provision(s) of the RFP to which the question applies. The Judiciary will respond by the response date specified in the Procurement Timetable. The Judiciary may issue Addenda in response to written questions received regarding the RFP

1.10 Electronic Submission of Questions

All questions must be submitted through the Hawaii State eProcurement System (HlePRO). Questions must be submitted by the question deadline date and time shown in Schedule and Significant Dates. Answers will be given via the Hawaii State eProcurement System (HlePRO) site as noted in Schedule and Significant Dates.

Applicants are cautioned about including context in questions that may reveal the source of questions. The identity of potential Applicants will not be published with the answers, but the text of questions will be restated, to the extent possible, to exclude information identifying potential Applicants.

1.11 Submission of Proposals

1.11.1 Forms/Formats

Forms, with the exception of program specific requirements, may be found on the State Procurement Office website at: www.spo.hawaii.gov, click *Procurement of Health and Human Services* and *For Private Providers*. Please refer to the Proposal Application Checklist (SECTION FIVE, ATTACHMENT A) for the location of program for information on: 1) where to obtain the forms/instructions; 2) additional program specific requirements; and 3) the order in which all components of the application should be assembled and submitted to the Judiciary. Proposals must contain the following components:

(1) **Proposal Application Identification Form –** Provides applicant proposal identification. Applicants shall use the hard copy of the Judiciary Proposal Application Identification Form included in SECTION FIVE, ATTACHMENT B of this RFP.

(2) **Proposal Application Check List** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the Judiciary.

(3) **Table of Contents -** A sample table of contents for proposals is located in SECTION FIVE: ATTACHMENT B. This is sample and meant as a guide. The table of contents may vary depending on the RFP.

(4) **Proposal Application (Form SPO-H-200A)** - A sample application showing the format of the application headings is located in SECTION FIVE, ATTACHMENT B. Applicant shall submit comprehensive narratives that addresses all of the issues contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP)

1.11.2 Program Specific Requirements - Additional program specific requirements are included in SECTION TWO, Service Specifications, and/or SECTION THREE, Proposal Application, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist located in Section 5.

1.11.3 Multiple or alternate proposals - Multiple or alternate proposals shall **not** be accepted

unless specifically provided for in SECTION TWO of this RFP. In the event alternate proposals are **not** accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for an award as though it were the only proposal submitted by the applicant.

1.11.4 Provider Compliance. All providers shall comply with all laws governing entities doing business in the State.

- Tax Clearance. Pursuant to HRS §103-53, as a prerequisite to entering into contracts of $25,000 or more, providers are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.

- Labor Law Compliance. Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.

- Business Registration. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

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

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

1.11.5 Wages Law Compliance - If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.

1.11.6 Campaign Contributions by State and County Contractors - HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative

body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.

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

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

1.11.8 Proposal Submittal - All proposals and proposal forms shall be submitted electronically through the State of Hawaii Electronic Procurement System (HIePRO) at https://hiepro.ehawaii.gov/welcome.html.

1.12 Discussions with Applicants

1.12.1 Prior to Submittal Deadline - Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.

1.12.2 After Proposal Submittal Deadline - Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for an award, but proposals may be accepted without discussions, in accordance with the administrative rules (Section 3-143-403, HAR.).

1.13 Opening of Proposals

Proposals shall be received electronically through HIePRO. HIePRO shall make available to the Judiciary documents after the proposal deadline. The HIePRO system does not allow access to documents received by the Judiciary until after the proposal deadline.

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

1.14 Additional Materials and Documentation

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

1.15 RFP Amendments

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

1.16 Final Revised Proposals

The applicant's final revised proposal, *as applicable* to this RFP, will be received in HIePRO by

the proposal submittal deadline indicated in HIePRO. Any final revised proposal received after the date and time specified in HIePRO or at a location other than the HIePRO website will not be considered. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's best and final offer/proposal. *Only the section(s) of the proposal that are amended shall be submitted by the applicant, along with the Proposal Application Identification Form (SPO-H-200)*. After final revised proposals are received, final evaluations will be conducted for an award.

1.17 Firm Proposal

Responses to this RFP, including proposed prices and/or fees will be considered firm for 90 days from the proposal due date.

1.18 Cancellation of Request for Proposal

The request for proposal 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 interests of the Judiciary.

1.19 Costs for Proposal Preparation

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

1.20 Provider Participation in Planning

Provider participation in the Judiciary's efforts to plan for or to purchase health and human services prior to the Judiciary's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-202, 3-142-203 and 3-143-618 of the Hawaii Administrative Rules for Chapter 103F, HRS.

1.21 Rejection of Proposals

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

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawaii Administrative Rules for Chapter 103F, HRS are parenthesized.)

A. Rejection for failure to cooperate or deal in good faith. (Section 3-141-201)

B. Rejection for inadequate accounting system. (Section 3-141-202)

C. Late proposals. (Section 3-143-603)

D. Inadequate response to request for proposals. (Section 3-143-609)

E. Proposal not responsive. (Section 3-143-610(a) (1)

E. Applicant not responsible. (Section 3-143-610(a) (2)

1.22 Notice of Award

A statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

Any agreement arising out of this solicitation is subject to the approval of the Judiciary's Staff Attorney as to form.

No work is to be undertaken by the awardee prior to the contract commencement date. The Judiciary is not liable for any costs incurred prior to the official starting date.

1.23 Proposals and Awards

In accordance with Act 69, Session Laws of Hawaii 2010, HRS Chapter 103F has been amended by adding a new section as follows:

(a) No contract proposals shall be accepted from any applicant who lacks any license necessary to conduct the business being sought by the request for proposals. This section prohibits contract proposals from being accepted from any applicant, who lacks any license necessary to conduct the business being sought by the RFP. If a provider is required to be licensed, accredited, or certified to perform the services being solicited under the RFP, the proposal shall include written verification or proof from the State of Hawaii, Department of Commerce and Consumer Affairs, or from the appropriate licensing, accrediting, or certifying body, of an active license, or of current accreditation or certification. Proposals submitted by an applicant, who lacks the necessary licensure, accreditation, or certification, will be rejected and not evaluated. A provider who enters into a contract with the Judiciary shall maintain the necessary license, accreditation, or certification, in good standing for the duration of the contract period; a failure to maintain the necessary credentials may be grounds for termination of the contract by the Judiciary.

(b) Proposals submitted under this chapter shall include all costs, fees, and taxes, and any award or contract shall be for the amount of the proposal. No award or contract shall include any other payment, rebate, or direct or indirect consideration that is not included in the proposal, such as insurance premium or general excise tax rebates to or waivers for an applicant or bidder. The amount of a contract or award shall be negotiated by the parties based on the cost items presented in the applicant's proposal. The contract amount may not be greater than the negotiated contract cost, except as subsequently agreed to under an amendment or extension of the contract.

The contract amount may be adjusted during the term of the contract based upon availability of funds and pursuant to applicable statutes, or as provided for in this Request for Proposals:

1. The contract amount may be increased, subject to negotiation, if there is a change in the scope of service such as reinstatement of prior scheduled services, extending the hours of service, increasing the number of referrals, increasing the number of groups and

individual sessions per client, expansion of services, etc., provided that the provider shall submit a revised scope of service in support of the adjustment.

2. The contract amount may be decreased, subject to negotiation, if there is a change in the scope of service such as reduction of prior scheduled services, reducing the hours of service, decreasing the number of referrals, decreasing the number of groups and individual sessions per client, reduction of services, etc., provided that the provider shall submit a revised scope of service in support of the adjustment.

In the case of cost reimbursement contracts, the contract costs are subject to adjustment by the Judiciary, based upon availability of funds and pursuant to applicable statutes, or as agreed upon during the term of the contract. Cost adjustments shall be permitted as follows:

1. The contract amount may be increased, subject to negotiation, if there is a change in the scope of service such as reinstatement of prior scheduled services, extending the hours of service, increasing the number of referrals, increasing the number of groups and individual sessions per client, expansion of services, etc., provided that the provider shall submit a revised scope of service in support of the adjustment.\

2. The contract amount may be decreased, subject to negotiation, if there is a change in the scope of service such as reduction of prior scheduled services, reducing the hours of service, decreasing the number of referrals, decreasing the number of groups and individual sessions per client, reduction of services, etc., provided that the provider shall submit a revised scope of service in support of the adjustment.

By submitting a proposal in response to this RFP, the applicant agrees to all of the provisions, terms, and conditions contained in the RFP.

1.24 Protests

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

(1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;

(2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and

(3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

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

Kari Yamashiro
Chief Court Administrator, Fifth Circuit
Pu‘honua Kaulike Building
3970 Ka‘ana Street
Lihue, Hawaii 96766

Questions regarding protests may be directed to the applicable procurement officer, identified as the specifications contact person for the service specifications described in SECTION TWO of this RFP.

1.25 Availability of Funds

The award of a contract and any allowed renewal or extension thereof is subject to allotments to be made by the Administrative Director of the Courts and subject to the availability of State and/or Federal funds.

1.26 Monitoring and Evaluation

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

A. Performance/Outcome Measures

B. Output Measures

C. Quality of Care/Quality of Services

D. Financial Management

E. Administrative Requirements

1.27 General and Special Conditions of Contract

The general and special conditions that will be imposed contractually are attached (See SECTION FIVE, ATTACHMENT C).

1.28 Cost Principles

To promote uniform purchasing practices among state purchasing agencies procuring health and human services under HRS Chapter 103F, state purchasing agencies will utilize standard cost principles as outlined on the SPO website. Refer to Section 1.2 Website Reference for website address. Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

END OF SECTION ONE

SECTION TWO

SERVICE SPECIFICATIONS

ADULT CLIENT SERVICES

2.0 SVC SPEC TITLE: Adult Client Services
ACSA – Adult Substance Abuse Treatment Services

2.1 Introduction

A. Description of the goals of the service

The goals of the requested service are: (1) To provide a comprehensive evidence-based, offender-oriented, continuum of substance abuse treatment services to adults with alcohol/and other drug problems, who are ordered or directed by the court to obtain treatment; and, (2) the goal of treatment will be to assist adult offenders, abusing or addicted to alcohol and/or other drugs with the acquisition and demonstration of effective strategies, skills and knowledge which will result in long-term abstinence and a reduction of their re-offending behaviors. The continuum includes Substance Abuse Assessment; Substance Abuse Education; Pre-Treatment/Motivational Enhancement Services; Outpatient, Intensive Outpatient, Day and Residential Treatment and Therapeutic Living Program treatment modalities.

B. Description of the target population to be served

The target population includes adult offenders and other adults referred to the Judiciary, age 18 or older, male and female, supervised by the Adult Client Services Branches in all circuits of the Judiciary and/or under the auspices of the Judiciary's drug and other specialty court programs. The target population will include, but shall not be limited to pregnant/parenting women with alcohol and/or other drug related problems and offenders with co-occurring disorders.

C. Geographic coverage of service

Service areas include the following:

Fifth Circuit- Island of Kauai

The applicant shall demonstrate actual capacity to provide the required services in the service areas for which it is applying.

Applicants may propose to service clients in one or more geographic areas. Applicants shall submit separate proposals for each circuit/island.

D. Probable funding amounts, source and period of availability

Probable funding amounts:

FY 2028	FY 2029	FY 2030	FY 2031

Probable funding amounts are not being stated at this time. Applicants shall propose funding amounts based on their best estimates for the cost of providing the services as described in the proposal.

Funding sources: State General Funds
Federal Grants
State Special Funds

Period of availability: The Judiciary intends to award multi-term contracts. The aggregate term of the contract shall not exceed four (4) years, e.g., July 1, 2027 to June 30, 2031, subject to the appropriation and availability of funds, and satisfactory contract performance. All State funds are contingent on appropriation, and all Federal funds are contingent on the awarding of grant applications. Funds are available for only the initial term of the contract which is for two (2) years.

2.2 General Requirements

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

1. The Applicant shall have licenses and certificates, as applicable, in accordance with federal, state and county regulations, and comply with all applicable Hawaii Administrative Rules.

    a. Residential programs must meet the requirements of the State of Hawaii, Department of Health's (DOH) Administrative Rules: Title 11, Chapter 98, pertaining to Special Treatment Facility. Programs must have a Special Treatment Facility license at the time of application and abide by applicable administrative rules governing accreditation of substance abuse treatment programs.

    b. Therapeutic Living programs must meet the requirements of the State of Hawaii, DOH's Administrative Rules: Title 11, Chapter 98, pertaining to Special Treatment Facility as it pertains to Therapeutic Living. Programs must have an appropriate license to operate from the DOH, Office of Health Care Assurance (OHCA).

    c. All applicants shall comply with the State of Hawaii, DOH's Administrative Rules: Title 11, Chapter 175, pertaining to Mental Health and Substance Abuse Systems.

    d. The proposed services must meet all required state licensing or certification standards, provide assurances for fair hearing and

grievance procedures for clientele, civil rights compliance, information safeguarding practices, and provide proof of insurance coverage and identification as applicable.

2. For this service specification, please submit six (6) sets (original plus 5 copies) of your completed proposal to the Financial Services Division.

3. The Applicant shall submit in a timely manner upon request by the Judiciary, any additional information needed by the Judiciary to make a decision on the Applicant's proposal. The Judiciary may request an oral discussion or presentation in support of the proposal. On site visits may be made.

4. The Applicant shall comply with the Chapter 103F, HRS Cost Principles for Purchase of Health and Human Services identified in SPO-H-201 (Effective 10/01/98) which can be found on the SPO website (See Section 5, Proposal Application Checklist, for the website address).

5. The Applicant shall have an accounting system in compliance with generally acceptable accounting principles.

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

After-the-fact Secondary Purchases will be allowed.

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

[ ] Allowed [X] Not allowed

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

[ ] Single [ ] Multiple [X] Single & Multiple

Multiple contracts may be awarded if such awards are deemed to be in the best interest of the Judiciary, and will be based on the highest ranked proposals.

E. Single or multi-term contracts to be awarded
(Refer to §3-149-302, HAR)
[ ] Single term (<2 years) [X] Multi-term (>2 years)

A multi-term contract will be awarded if such awards are deemed to be in the best interests of the Judiciary. The initial term of the contract shall be for two (2) years. Funds are available for only the initial term of the contract. The contract may be extended for another two (2) years, subject to appropriation and availability of funds

and the satisfactory performance of services by the provider. Execution of a contract amendment is required to extend the contract for another term. The aggregate term of the contract shall not exceed four (4) years, e.g. July 1, 2027 to June 30, 2031. If it is determined that a multi-term contract is not in the best interest of the Judiciary, a single term contract will be awarded.

F. RFP Contact persons

The individuals listed below are the points of contact from the date of release of this RFP until the selection of the winning provider or providers. Written questions should be submitted to the RFP contact person(s) and received on or before the day and time specified in Section 1.1 (Procurement Timetable) of this RFP.

Buyer Information:

Judiciary Contracts & Purchasing Office
Kelly Kimura at (808) 538-5805 fax: 538-5802
Email: kelly.y.kimura@courts.hawaii.gov

Specifications Contact Information**:**

Program Specialist, Fifth Circuit
Anita Applegate at (808) 482-2570 fax: 482-2631
Anita.a.applegate@courts.hawaii.gov

2.3 Scope of Work

The scope of work encompasses the following tasks and responsibilities:

A. Service Activities (Minimum and/or mandatory tasks and responsibilities)

1. Applicants will provide a comprehensive continuum of evidence-based offender-oriented treatment services to include Substance Abuse Assessments; Substance Abuse Education; Pre-Treatment/Motivational Enhancement Services; Outpatient, Intensive Outpatient, Day and Residential Treatment; Continuing/Aftercare and Therapeutic Living Program treatment modalities, to adults with alcohol and/or other drug related problems who are ordered or directed by the court to obtain such services. Applicants may propose the whole continuum or any part of the continuum. All services will be provided in-person unless otherwise approved by the Fifth Circuit Court.

   a. <u>Substance Abuse Assessments</u> – Substance abuse assessments shall be completed or reviewed/approved by certified substance abuse counselors, program administrators certified pursuant to Section 321-193 (10), Hawaii Revised Statutes; or individuals who hold an advanced degree in a behavioral health science. Assessments shall be

completed to determine the need for substance abuse treatment and provide a recommended level of service. Assessments will take into consideration client history of substance use; bio-medical conditions and complications; emotional, behavioral or cognitive conditions and complications; readiness to change; relapse, continued use or continued problem potential and recovery/living environment. If the client is incarcerated at the time of application, the Applicant shall conduct the assessment in the institution(s) within their circuit, i.e., the state Community Correctional Center or Federal Detention Center. The Applicant must use a standardized substance abuse assessment application form as approved by the Judiciary. Assessments shall apply Diagnostic and Statistical Manual and the American Society of Addiction Medicine Patient Placement Criteria.

b. Assessments for First-Time Drug Offender (Act 44/2004 Legislature or HRS 706-622.5) – Substance abuse assessments by certified substance abuse counselors shall be completed to determine the need for substance abuse treatment and shall provide a recommendation for services/treatment. The Diagnostic and Statistical Manual, Addiction Severity Index and the American Society of Addiction Medicine Patient Placement Criteria shall be applied to the assessment. These assessments shall be used for sentencing. If the client is incarcerated at the time of the referral, the Applicant shall conduct the assessment in the institution, i.e., the state Community Correctional Center or Federal Detention Center.

c. Substance Abuse Education – Substance Abuse Education shall provide clients with information pertaining to the pharmacology of substance abuse, lifestyle consequences, emotions management, coping skills and problem-solving training using cognitive behavioral techniques, treatment process, relapse prevention and abstinence maintenance training.

d. Pre-treatment/Motivational Enhancement Services – Pre-Treatment or Motivational Enhancement Services shall provide curriculum-based activities; cognitive-behavioral strategies to challenge thoughts, attitudes and beliefs; motivational interviewing techniques; goal setting; skill development; and establishing commitment to change behavior.

e. Outpatient Treatment – An Outpatient Treatment Program shall provide non-residential comprehensive specialized services on a scheduled basis for clients with substance abuse problems. Professionally directed evaluation, treatment, case management, and recovery services shall be provided to clients with less problematic substance abuse related behavior than would be found in a Residential

or Day treatment program.

An Outpatient Program shall provide between one (1) and eight (8) hours per client per week of face to face treatment with a minimum of one (1) individual counseling session per month.

f. Intensive Outpatient Treatment – An Intensive Outpatient Program shall provide a minimum of nine (9) hours per week of skilled treatment services. Such treatment usually operates for at least three (3) or more hours per day for three (3) or more days per week. Services may include individual and group counseling, medication management, family therapy, educational groups, employment, occupational and recreational therapy, and other therapies. Professionally directed evaluation, treatment, case management and recovery services shall be provided.

Intensive Outpatient Programs shall provide a minimum of nine (9) hours and up to a maximum of nineteen (19) hours per client per week of face to face treatment, with a minimum of one (1) individual counseling session per client per week.

g. Day Treatment – A Day Treatment Program shall provide treatment activities offered in half-day or full-day increments, regularly scheduled for multiple sessions throughout the week. It includes a planned regimen of comprehensive outpatient treatment including professionally directed evaluation, treatment, case management, and other ancillary and special services. This level of care provides the offender with the opportunity to participate in a structured therapeutic program while being able to remain in the community.

Day Treatment shall provide a minimum of twenty (20) hours per week of face-to-face treatment and activities with a minimum of one (1) individual counseling session per week. The other nineteen (19) hours of face-to-face activities shall include, but not limited to group counseling, education, skill building, recreational therapy and family services.

h. Residential Treatment – A Residential Treatment Program shall provide 24 hour per day non-medical, non acute care in a residential treatment facility that provides a planned regimen of professionally directed evaluation, treatment, case management, and other ancillary and special services. Observation, monitoring and treatment are available 24 hours a day, seven (7) days a week, with minimum of one (1) individual counseling session per week with each client.

i. Continuing Care or After-Care – Continuing Care or After-Care is an organized service that shall provide treatment reinforcement services to the client who has completed treatment. Relapse prevention and recidivism prevention shall be focused on.

j. Therapeutic Living – A Therapeutic Living Program shall provide structured residential living to individuals who are without appropriate living alternatives and who are currently receiving substance abuse treatment in a Day, Intensive Outpatient, or Outpatient treatment program, or who have been clinically discharged from residential treatment. Therapeutic Living Programs shall provide fifteen (15) hours per week of face to face therapeutic rehabilitative activities. Activities can include, but are not limited to, needs assessment, service planning, individual and group skill building and practice, referral and linkage, employment, case management, client support and advocacy, monitoring and follow up.

The primary focus of this program is to provide the necessary support and encouragement to enable the client to complete treatment outside of a residential program, to adjust to a chemically abstinent lifestyle and to manage activities of daily living so that the individual can move towards independent housing and life management.

k. Sober Living – A Sober Living Program shall provide community based living options to individuals who are without appropriate living alternatives and who are currently receiving substance abuse treatment within the community.

2. Proposals shall delineate the following:

a. Identification of target group(s) to be serviced by the Applicant, including any applicable admissions eligibility or exclusionary criteria.

b. Identification and brief description of the distinguishing highlights for the evidence-based treatment model(s) to be used.

c. Justification for the selection of the evidence-based treatment model(s).

d. For Residential and Day treatment programs, the nature and amount of time the client will be involved in structured activities per week.

e. (1) Identification of assessment instrument(s) to be used; (2) the purpose of the instruments; and (3) how the instruments will be implemented.

f. Identification of training(s) to be provided to staff; the frequency of

the training(s); and, supervisory oversight for quality assurance.

g. Identification, description and references for the curriculum to be used.

h. Identification of the program targets for change.

i. Identification of the program's completion criteria for the clinical discharge of the client.

j. Identification of the program's termination or discharge criteria.

k. Description and length of Continuing/Aftercare services.

l. Identification and description of a quality assurance program that involves client care and the delivery of services, the personnel who will implement the evaluation and review, and the procedures for corrective actions for problems identified.

(For those proposing to provide more than one modality of care, please describe how responses to the above listed items will differ, as applicable, across the continuum.)

m. Provide evidence-based practice standards in the delivery services to include but not limited to cultural and gender appropriate services.

n. Incorporate the use of trauma informed care in the delivery of services.

3. Clients in any level of treatment shall meet the most current version of the American Society for Addiction Medicine Patient Placement Criteria (ASAM-PPC-2R) for admission, continuance and discharge and documentation shall be included in each client's clinical chart.

4. The Applicant shall have the capability and capacity to conduct alcohol and drug testing that would include urine and/or blood.

The Applicant shall provide their written policies and procedures for such testing and shall describe the frequency and application of testing in treatment. Random and observed collection are required. The Applicant shall insure that chain of custody and confidentiality issues are addressed appropriately.

The Applicant shall identify instrumentation being utilized to conduct such testing and shall have the ability to do laboratory confirmation testing utilizing Gas Chromatography Mass Spectrometry or Liquid Chroma-tography Tandem Mass Spectrometry. Laboratories conducting such confirmation testing shall be Substance Abuse and Mental Health Services Administration and/or possess College of Addiction Pathologists – Forensic Urine Drug Testing

certified. Confirmation testing at Limit of Quantitation levels is preferred.

Positive drug test results shall be reported immediately to the supervising agency/probation officer.

A summary of drug test results will be included in the required weekly and monthly reports for each client to drug and specialty courts.

5. Applicants shall provide written weekly progress reports for all drug or specialty court clients and/or as required by the coordinators of the respective courts. Written admission, monthly and discharge reports shall be provided to supervising probation officers. Written discharge reports shall be provided no more than ten (10) working days after a client's discharge or earlier upon request of the supervising officer, for court hearing purposes. Discharge reports shall include the dates of admission, treatment and termination; reasons for termination with explanation; discharge plans and recommendations (including recommendations for handling of client target behaviors, relapse prevention plans, possible sanctions, etc), when applicable. Applicants shall attach sample copies of report formats to be used for these purposes.

6. Programs shall notify the supervising officer or program of any prospective major change in a client's status (i.e. potential discharge or level of care change) occurring before the scheduled reporting cycle. Program staff will participate in team meetings with the Judiciary when it is determined to be in the best interest of the client's treatment and adjustment.

7. Applicants who provide Outpatient, Intensive Outpatient, Day and Residential treatment modalities shall develop and implement appropriate transition plans for each client prior to discharge. The plan shall address transition and recovery issues and relapse prevention, and shall be forwarded to the supervising officer.

8. Applicants shall provide treatment transition assistance to the client in the event that treatment funding is terminated, i.e. referral to another program, referral back to the supervising officer, etc.

B. Management Requirements (minimum and/or mandatory requirements)

1. Personnel

a. Applicants shall possess and document knowledge, capacity, skills and experience in working with targeted population(s). Applicants shall describe the minimum qualifications for Program Director(s). The Program Director is defined as the person responsible for the overall management of the treatment program(s). The proposal shall include

educational backgrounds and experience of any current program director(s).

At a minimum, applicants shall ensure that clinical supervision over program activities is provided by certified substance abuse counselors (CSAC) or program administrators certified pursuant to Section 321-193 (10), Hawaii Revised Statutes; or hold an advanced degree in a behavioral health science, with at least one year experience working in the field of substance abuse addiction.

However, non-CSAC or non-master's level providers may be utilized as long as they are directly supervised by a CSAC or Master's level counselor, and are working toward certification.

Applicants shall describe its program for increasing clinical staff competencies in the acquisition of evidence-based, offender-oriented treatment. At a minimum, applicants shall demonstrate how direct care staff will be assisted in understanding and applying the risk-need-responsivity principles in their treatment of offenders, as well as the stages of change, motivating the client toward change and behavioral treatment.

b. Therapeutic Living Programs shall be provided by staff knowledgeable in substance abuse problems and experience in case management activities.

c. The applicant shall conduct a State and Federal fingerprint-based criminal history record check for any person, including, but not limited to any officer, employee, volunteer or subcontractor, who provides care or care placement services to vulnerable clients such as children, disabled individuals, and/or the elderly, or other program related vulnerable clients. In addition, the applicant will conduct a search of the State and National Sex Offender Registries, http://sexoffenders.ehawaii.gov (State Sex Offender Registry) and the www.nsopr.gov (National Sex Offender Public Registry). The minimum record check will be conducted once every four years for each person, and/or at the outset of the contract period if such checks have never been conducted. Further, the applicant will ensure the continued suitability of any officer, employee, volunteer or subcontractor to work or provide services to vulnerable clients. Results of all criminal history record inquiries conducted shall be placed in the employee's or volunteer's personnel file and shall be available to Judiciary for review. The applicant further shall have a written plan for addressing any findings that result from a criminal history record check that may affect the treatment milieu (e.g. actively under the supervision of any criminal justice agency, convicted sex offenders).

Prior to commencing any work or services on the contract, the applicant shall ensure that any officer, employee, volunteer or subcontractor is suitable to be performing work or services in close proximity to or with unsupervised access to children, disabled, and/or elderly clients will be of reputable and responsible character and will not pose a risk to the health, safety, security, or well-being of clients, staff and the general public.

d. The Applicant shall submit an agency organizational chart which includes and identifies all programs that the agency /Applicant oversees/administers, inclusive of subcontractors and consultants.

e. The Applicant shall have on the premises at least one person currently certified in First Aid and Cardiopulmonary Resuscitation (CPR).

f. The Applicant shall maintain documentation for each employee of an initial and annual tuberculosis (TB) skin test or chest X-ray.

g. The staff and volunteers, if used by the Applicant shall be under the supervision of the Program Director or his/her designee(s) and shall accordingly be trained in client confidentiality issues, ethics and program quality assurance requirements.

2. Administrative

a. The Applicant shall establish and implement policies and procedures which clearly identify the target population for each type of service, group size, program content and methods of service delivery.

b. Court testimony by an Applicant representative shall be provided as needed.

3. Quality assurance and evaluation specifications

a. The Applicant shall have a quality assurance plan which identifies the mission of the organization, what services will be provided, how they are delivered, who is qualified to deliver the services, who is eligible to receive the services and what standards are used to assess or evaluate the quality and utilization of services.

b. Program evaluation should reflect the documentation of the achievement of the stated goals, using tools and measures consistent with the professional standards of the disciplines involved in the delivery of services.

c. Applicants shall allow the Program Specialist to undergo periodic onsite visits, scheduled and unscheduled with a program assessment

and/or audit designed to assess applicant's implementation of effective practices in working with offenders with substance use problems and for contract monitoring purposes. Based on the assessment/audit report, the vendor will develop in concert with the contracting agency, an action plan to address areas which need improvement. There should be at least one quality improvement activity completed annually.

d. The Applicant shall allow the Judiciary access to all materials, files, and documents relating to the provision of services. In addition, the Judiciary may, at its discretion, observe individual, group, and educational sessions conducted by the Applicant for contract monitoring purposes.

e. Applicants shall provide all program monitoring, assessments and/or evaluation reports completed within the last two years.

4. Output and performance/outcome measures

a. Output: The Applicant shall record unduplicated clients served. The unduplicated count shall be recorded in the Applicants quarterly reports and aggregated Year-End Report.

b. Outcome: The Applicant shall propose measurement tools by which effectiveness of the services may be determined, as well as utilize any which may be developed and utilized by the Judiciary.

5. Experience

a. The Applicant must have demonstrated competence or qualifications to perform the required services.

b. The Applicant must have a minimum of one (1) year experience in the provision of substance abuse treatment services, or in the provision of Therapeutic Living Program services for substance abuse clients. In the absence of such experience, the Applicant shall provide supporting evidence why the one (1) year requirement should be waived.

c. The Applicant shall have a minimum of one (1) year experience in the provision of services to offenders. In the absence of such experience, the applicant will provide supporting evidence why the one (1) year requirement should be waived.

6. Coordination of Service

a. Programs shall describe their ability to collaborate with other

appropriate services, including, but not limited to, health, mental health, social, educational, vocational rehabilitation and employment services.

b. Programs intending to provide only part of the continuum shall also have and document appropriate linkages to other services in the continuum.

7. Reporting requirements for program and fiscal data

a. The Applicant shall submit written Quarterly and Year-End reports summarizing output and outcome data, performance accomplishments, challenges and actual expenditures of funds. Quarterly reports are due 30 days after the end of the quarter. Year end reports are due 45 days after the end of each fiscal year and/or at the end of the contract period, as applicable.

b. Reports shall consist of a statement by the Applicant relating to the work accomplished during the reporting period and shall include statements of the nature of the work performed, identification of persons served by the applicant during the reporting period, identification of any immediate problems encountered during the reporting period, and any recommendations deemed pertinent by the Applicant, as well as a statement of what activities are proposed to be accomplished during the next reporting period. In addition to the written progress reports, the applicant, upon request, shall be required to meet with representatives of the Judiciary to discuss the progress of the work required.

c. The Applicant shall, at the completion of the contract period, submit a final written report to the Judiciary. The report shall include documentation of the Applicant's overall effort towards meeting the program goals and objectives, to include information on the outcome(s) of quality improvement activities engaged in. Furthermore, the Applicant shall furnish any additional reports or information that the Judiciary may from time to time require or request.

d. Pursuant to HRS 601-21, the applicant shall comply with the requirements of the statewide substance abuse treatment monitoring program established under HRS 321-192.5. The Judiciary additionally requires that all programs which provide substance abuse treatment services, whether accredited or not accredited by ADAD, participate in the statewide data collection activities under the purview of ADAD.

8. Pricing or pricing methodology to be used

Negotiated units of service per month.

9. Units of service and unit rate

Proposals shall include, as applicable, average expected lengths of stays proposed for each level of care; group sizes and frequency of services (i.e. number of sessions per week), as applicable; and provide fees for units of services as follows:

a. Substance abuse assessments/Per Assessment. Applicant must indicate proposed unit rate applicable for both the in-custody or in-community offenders.

b. Assessments for First-Time Drug Offenders/Per Assessment [A separate rate may be charged for assessments conducted on detained clients. If a separate rate is not listed, it will be assumed that the proposed fee applies to both in-community and in-facility offenders.]

c. Substance Abuse Education/Per Hour/Per Individual

d. Pre-Treatment -Motivational Enhancement/Per Hour/Per Individual

e. Outpatient Treatment/Per Hour/Per Individual

f. Intensive Outpatient Treatment/Per Hour/Per Individual

g. Day Treatment/Per Hour/Per Individual

h. Individual and Family Counseling for Non-Residential Programs/Per Hour/Per Individual/Per Family

i. Residential/Per Bed Day/Per Individual
(To include allowances for individual and family counseling, as applicable)

j. Continuing/After-Care/Per Hour/Per Individual

k. Therapeutic Living/Per Bed Day/Per Individual

Initial screening and assessments for program acceptance shall be an imbedded cost. The rate shall cover one hundred percent (100 %) of treatment and housing (as applicable) costs for the client and shall also include provision of all workbooks and curricula material necessary to administer treatment services. Applicants may cite unit rates by the half or quarter hour as applicable.

l. Detox-residential/ Per Bed Day/Per Individual

m. Sober Living Program/Deposit fee only/Per client

n. Sober Living Program (West Hawaii only) Fee for Service per bed day/per individual

10. Methods of compensation and payment

a. The Applicant shall be required to submit monthly invoices to ensure accurate payments for services rendered. Information to be included shall be client's name, date of admission, date of discharge, reason for discharge, level of service provided and number of units provided with corresponding dates and service unit fee billed

b. The Applicant shall maximize reimbursements of benefits for all levels of care through Hawaii Quest and Quest Net, the client's private insurance, the Department of Human Services or any other sources of payment made known to the Applicant by the client for treatment, housing or subsistence. Payments to the Applicant shall be reduced by received third party payments.

2.1.4 Facilities

A. Applicants shall provide a description of its facilities and its conduciveness to the treatment being provided.

B. Applicants proposing to provide Residential Treatment and Therapeutic Living Program services shall describe and include in the proposals the following:

1. How security and client accountability will be achieved.

2. A site map of the facility designating all program locations, the location of each dwelling for Residential and/or Therapeutic Living Program, and the gender for each dwelling.

3. A floor plan for each dwelling laying out each bedroom for clients and resident counselor(s), kitchen, dining area, living area, bathrooms and laundry area; the number of client beds per room; the number of resident counselor bed(s) per room; and the maximum capacity for each dwelling.

4. The number of licensed beds for Residential and/or Therapeutic Living Program services by the Office of Health Care Assurance (OCHA),

Department of Health, State of Hawaii.

SECTION THREE

PROPOSAL APPLICATION INSTRUCTIONS

SECTION THREE
PROPOSAL APPLICATION INSTRUCTIONS

3.0 General instructions for completing applications:

- *Proposal Applications shall be submitted to the Judiciary using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right-hand corner of each page should be retained. The instructions for each section, however, may be omitted.*
- *Page numbering of the Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.*
- *Book marking of sections (Recommended).*
- *Applicants must also include a Table of Contents with the Proposal Application. A sample format is reflected in SECTION FIVE,* ***Attachment B*** *of this RFP.*
- *A written response is required for* ***each*** *item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are encouraged to take SECTION FOUR, Proposal Evaluation, into consideration when completing the proposal.*

The Proposal Application comprises the following sections:

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

3.1 Program Overview

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the Judiciary with a broad understanding of the entire proposal. Include a brief description of the applicant's organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the problem/need identified in the service specifications.

3.2. Experience and Capability

3.2.1 Necessary Skills and Experience

The applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.

3.2.2 Experience

The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the proposed services. Applicant shall include points of contact, addresses, email/phone numbers. The State reserves the right to contact references to verify experience.

3.2.2 Quality Assurance and Evaluation

The applicant shall describe its quality assurance and evaluation plans for the proposed services, including methodology.

3.2.3 Coordination of Services

The applicant shall demonstrate the capability to coordinate services with other agencies and resources in the community.

3.2.4 Facilities

The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the proposed services. If facilities are not presently available, describe plans to secure facilities. Also describe how the facilities meet ADA requirements, as applicable and special equipment that may be required for the services.

3.3 Project Organization and Staffing

3.3.1 Staffing

A. Proposed Staffing

The applicant shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services. (Refer to the personnel requirements in the Service Specifications, as applicable.)

B. Staff Qualifications

The applicant shall provide the minimum qualifications (including experience) for staff assigned to the program. (Refer to the qualifications in the Service Specifications, as applicable)

3.3.2 Project Organization

A. Supervision and Training

The applicant shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

B. **Organization Chart**

The applicant shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full-time equivalency) Both the "Organization-wide" and "Program" organization charts shall be attached to the Proposal Application.

3.4 Service Delivery

The Service Delivery Section shall include a detailed discussion of the applicant's approach to applicable service activities and management requirements from the Scope of Work section within each service specification, including a work plan of all service activities and tasks to be completed, related work assignments/responsibilities and timelines/schedules.

3.5 Financial

3.5.1 Pricing Structure

The applicant shall submit a cost proposal utilizing the pricing structure in SECTION TWO designated by the Judiciary purchasing agency. The cost proposal shall be attached to the Proposal Application.

Total amount (FY 28 + FY 29) on form SPOH-205 shall be the amount entered into HIePRO as the total Bid Amount. Applicants shall use the form SPO H-205 located in Section 5 – Attachments.

3.5.1.1 Pricing Structure Based on Negotiated Unit of Service Rate, if applicable

In order to determine a price (unit rate) for a unit of service, the applicant and state purchasing agency must negotiate the total costs (including agency administration) for operating a program at a specific capacity and divide by the total number of units of service that the program can produce at that capacity. The following forms, which are available on the State Procurement Office website on the "Procurement Forms and Instructions for State Agencies" page, shall be submitted with the Proposal Application:

Budget - SPOH-205 (Utilize SPOH-205 located in Section 5 – Attachments)
Personnel - Salaries and Wages - SPOH-206A
Personnel: Payroll Taxes, Assessments, and Fringe Benefits - SPOH-206B
Budget Justification, Travel - Inter-Island - SPOH-206C (If applicable)
Budget Justification, Travel - Out of State - SPOH-206D (If applicable)
Budget Justification, Contractual Services - Administrative - SPOH-206E (If applicable)
Budget Justification, Contractual Services - Subcontracts - SPOH-206F (If applicable)
Budget Justification, Program Activities - SPOH-206H (If applicable)
Budget Justification, Equipment Purchases - SPOH-206I (If applicable)
Budget Justification, Motor Vehicle - SPOH-206J (If applicable)

3.5.1.2 Pricing Structure Based on Fixed Price, if applicable

If a state purchasing agency is utilizing a fixed price pricing structure for the RFP, the applicant is requested to furnish a reasonable estimate of services it can provide for which there is sufficient operating capacity (adequate, planned and budgeted space, equipment and staff). The following forms, which are available on the State Procurement Office website on the "Procurement Forms and Instructions for State Agencies" page, shall be submitted with the Proposal Application:

Budget - SPOH-205 (Utilize SPOH-205 located in Section 5 – Attachments)
Personnel - Salaries and Wages - SPOH-206A
Personnel: Payroll Taxes, Assessments, and Fringe Benefits - SPOH-206B
Budget Justification, Travel - Inter-Island - SPOH-206C (If applicable)
Budget Justification, Travel - Out of State - SPOH-206D (If applicable)
Budget Justification, Contractual Services - Administrative - SPOH-206E (If applicable)
Budget Justification, Contractual Services - Subcontracts - SPOH-206F (If applicable)
Budget Justification, Program Activities - SPOH-206H (If applicable)
Budget Justification, Equipment Purchases - SPOH-206I (If applicable)
Budget Justification, Motor Vehicle - SPOH-206J (If applicable)

3.5.2 Other Financial Related Materials

3.5.2.1 Accounting System

To determine the adequacy of the applicant's accounting system as required under the administrative rules, the applicant shall provide its most recent Financial Audit as part of the Proposal Application. The document must be attached to the Proposal Application.

In lieu of a Financial Audit, the applicant may submit its most recent Financial Statement Review completed and signed by an independent, active, Hawai'i licensed CPA. The period of review must be within the last calendar year, and Financial Statement Review must

include:

A statement of limited assurance, primarily by performing analytical procedures and inquiries, as a basis for reporting whether the accountant is aware of any material modifications that should be made to the financial statements for them to be in accordance with the applicable financial reporting framework and report on the financial statements as a whole and communicate, as required by American Institute of CPAs, AR-C Section 90.

The term "limited assurance" means a level of assurance that is less than the reasonable assurance obtained in an audit engagement but is at an acceptable level as the basis for the conclusion expressed in the accountant's review report.

Failure to provide a Financial Audit or Financial Statement Review meeting these professional standards will result in the proposal being deemed non-responsive and disqualified from evaluation.

3.6 Other

3.6.1 Litigation

The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

3.6.2 Performance and Output Measurement Tables (when required per applicable service specifications.)

3.6.3 Other Program Specific Requirements (when required per applicable service specifications.)

END OF SECTION THREE

SECTION FOUR

PROPOSAL EVALUATION

SECTION FOUR - PROPOSAL EVALUATION

4.1 Introduction

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

4.2 Evaluation Process

The Family Court staff of the Judiciary will review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, and program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

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

4.2.1 Evaluation Categories and Threshold

Evaluation Categories	Possible Points
Administrative Requirements	**Pass or Rejected**
Proposal Application	**100 Points**
Program Overview	0 points
Experience and Capability	20 points
Project Organization and Staffing	15 points
Service Delivery	55 points
Financial	10 points
TOTAL POSSIBLE POINTS	**100 Points**

4.3 Evaluation Criteria

4.3.1 Phase 1 - Evaluation of Proposal Requirements

4.3.1.1 Administrative Requirements

- Application Checklist
- Certifications (as applicable)

4.3.1.2 Proposal Application Requirements

- Proposal Application Identification Form (Form SPO-H-200)
- Table of Contents
- Program Overview
- Experience and Capability
- Project Organization and Staffing
- Service Delivery
- Financial (All required forms and documents)
- Program Specific Requirements (as applicable)

4.3.2 Phase 2 - Evaluation of Proposal (100 Points)

4.3.2.1 Program Overview (0 Points)

- The applicant has demonstrated a thorough understanding of the purpose and scope of the service activity.
- The goals and objectives are in alignment with the proposed service activity.
- The applicant has described how the proposed service is designed to meet the pertinent issues and problems related to the service activity.

4.3.2.2 Experience and Capability (20 Points)

- The Judiciary will evaluate the applicant's experience and capability relevant to the proposal contract which shall include:
- Demonstrated skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.
- Sufficiency of quality assurance and evaluation plans for the proposed services, including methodology.
- Demonstrated capability to coordinate services with other agencies and resources in the community.
- Adequacy of facilities relative to the proposed services.

4.3.2.3 Project Organization and Staffing (15 Points)

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

- That the proposed staffing pattern, client/staff ratio, and proposed caseload capacity is reasonable to insure viability of the services.
- Minimum qualifications (including experience) for staff assigned to the program.
- Demonstrated ability to supervise, train and provide administrative direction to staff relative to the delivery of the proposed services.
- Organization Chart (Approach and rationale for the structure, functions, and staffing of the proposed organization for the overall service activity and tasks).

4.3.2.4 Service Delivery (55 points)

Evaluation criteria for this section will assess the applicant's approach to the service activities and management requirements outlined in the Proposal Application. The evaluation criteria may also include an assessment of the logic of the work plan for the major service activities and tasks to be completed, including clarity in work assignments and responsibilities, and the realism of the timeliness and schedules, as applicable.

4.3.2.5 Financial (10 Points)

The evaluation committee will assess the applicant's proposal budget and whether it is reasonable, given program resources and operational capacity. Assessment will include review of the salaries and fringe benefits of applicant's staff and other administrative expenses. The assessment will also include a review of the applicant's Financial Audit or a Financial Statement Review as referenced in Section 3.5.2, to determine the adequacy and integrity of applicant's financial and accounting practices.

Phase 3 - Recommendation for Award

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

END OF SECTION

SECTION FIVE
ATTACHMENTS

Attachment A – Proposal Application Checklist

Attachment B – Proposal Application Identification Form, Application, and Sample Table of Contents

Attachment C – Form SPOH-205 (Budget)

Attachment D – Contract General Conditions (Pursuant to 103F, HRS), Special Conditions, Hawaii Judiciary Discrimination/Harassment-Free Workplace, Monthly Grant Data Collection Form

Attachment A

- Proposal Application Checklist

Proposal Application Checklist

Applicant:_____ RFP No.:_____

The applicant's proposal must contain the following components in the order shown below. This checklist must be signed, dated and returned to the state purchasing agency as part of the POS Proposal Application. SPOH forms are on the SPO website.

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	
Proposals Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPOH-200A)	Section 3, RFP	SPO Website	X	
Provider Compliance	Section 1, RFP	SPO Website		
Cost Proposal (Budget)				
SPOH-205	Section 3, RFP	SPO Website	X	
SPOH-205A	Section 3, RFP	SPO Website		
SPOH-205B	Section 3, RFP	SPO Website		
SPOH-206A	Section 3, RFP	SPO Website	X	
SPOH-206B	Section 3, RFP	SPO Website	X	
SPOH-206C	Section 3, RFP	SPO Website	If applicable	
SPOH-206D	Section 3, RFP	SPO Website	If applicable	
SPOH-206E	Section 3, RFP	SPO Website	If applicable	
SPOH-206F	Section 3, RFP	SPO Website	If applicable	
SPOH-206G	Section 3, RFP	SPO Website		
SPOH-206H	Section 3, RFP	SPO Website	If applicable	
SPOH-206I	Section 3, RFP	SPO Website	If applicable	
SPOH-206J	Section 3, RFP	SPO Website	If applicable	
Certification:				
Federal Certifications		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace Requirements		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				

_____ _____

Authorized Signature Date

Attachment B

- Proposal Application Identification Form
- Sample Proposal Application
- Sample Table of Contents

FOR OFFICE USE
JUD APP NO._____

STATE OF HAWAII

THE JUDICIARY
PROPOSAL APPLICATION IDENTIFICATION FORM
RESPONSE TO RFP NO._____

SVC SPEC. NO./CODE/DESCRIPTION:_____

TITLE OF APPLICANT'S PROGRAM:_____

Check one:

☐ INITIAL PROPOSAL APPLICATION

☐ FINAL REVISED PROPOSAL (COMPLETE ITEMS _____-_____ ONLY)

1. APPLICANT INFORMATION

LEGAL NAME:

DBA:

STREET ADDRESS:

MAILING ADDRESS:

2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:

Name_____

Title_____

Phone#_____

Fax#_____

E-mail_____

3. TYPE OF BUSINESS ENTITY

☐ NON PROFIT CORPORATION ☐SOLE PROPRIETORSHIP

☐ FOR PROFIT CORPORATION ☐PARTNERSHIP

☐ LIMITED LIABILITY COMPANY

4. STATE OF INCORPORATION (if applicable)

5. TAX IDENTIFICATION:

FEDERAL TAX ID#:_____ **STATE TAX ID#:**_____

6. GEOGRAPHIC AREA(S) APPLCANT IS TO SERVE

☐ East Hawaii'I ☐Kaua'i

☐ West Hawai'I ☐Leeward O'ahu

☐ Maui ☐Central O'ahu

☐ Moloka'i ☐Windward O'ahu

☐ Lanai ☐Honolulu

7. TARGET GROUP(S) APPLICANT IS ABLE TO SERVE

☐ Infants and toddlers: 0-3 years of age

☐ Children: 3-5 years of age

☐ Children: 5-10 years of age

☐ Adolescents: 10-18 years of age

☐ Adolescents & Adults: 18-21 years of age

☐ Adults: 21-59+ years of age

☐ Elders: 60+ years of age

☐ Families

☐ Other:_____

8. FUNDING REQUEST:

FY_____ $_____

FY_____ $_____

FY_____ $_____

FY_____ $_____

TOTAL $_____

TYPE NAME &TITLE OF AUTHORIZED REPRESENTATIVE

_____ Authorized Signature

_____ Name & Title

_____ Date

Applicant
RFP No.:

PROPOSAL APPLICATION

I. Program Overview

II. Experience and Capability

A. Necessary Skills
B. Experience
C. Quality Assurance and Evaluation
D. Coordination of Services
E. Facilities

III. Project Organization and Staffing

A. Staffing

1. Proposed Staffing.
2. Staff Qualifications

B. Project Organization

1. Supervision and Training
2. Organization Chart (Program & Organization-wide - attached)

IV. Service Delivery

V. Financial

A. Pricing Structure

The following budget form(s) are submitted with the Proposal Application:

1. SPO-H-205 Proposal Budget for FY 2028, 2029, 2030, 2031
2. SPO-H-206A Budget Justification - Personnel: Salaries & Wages
3. SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits
4. SPO-H-206C Budget Justification - Travel: Interisland
5. SPO-H-206E Budget Justification - Contractual Services - Administrative

B. Other Financial Related Materials

1. Financial Audit for fiscal year ended June 30, 2026.

VI. Other

A. Litigation

B. Performance and Output Measurement Tables

C. Program Specific Requirements

Applicant
RFP No.:

Proposal Application
Table of Contents

1.0 Program Overview 1

2.0 Experience and Capability 1

A. Necessary Skills 2
B. Experience 4
C. Quality Assurance and Evaluation 5
D. Coordination of Services 6
E. Facilities 6

3.0 Project Organization and Staffing 7
A. Staffing 7
1. Proposed Staffing 7
2. Staff Qualifications 9
B. Project Organization 10
1. Supervision and Training 10
2. Organization Chart (Program & Organization-wide)
(See Attachments for Organization Charts

4.0 Service Delivery 12

5.0 Financial 20

See Attachments for Cost Proposal

6.0 Litigation 20

7.0 Attachments
A. Cost Proposal
SPO-H-205 Proposal Budget
SPO-H-206A Budget Justification - Personnel: Salaries & Wages
SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits
SPO-H-206C Budget Justification - Travel: Interisland
SPO-H-206E Budget Justification - Contractual Services – Administrative
B. Other Financial Related Materials
Financial Audit for fiscal year ended June 30, 2026
C. Organization Chart
Program
Organization-wide
D. Performance and Output Measurement Tables
Table A
Table B
Table C
Program Specific Requirements

Attachment C

- Form SPOH-205 (Budget)

BUDGET

(Period _____ to _____)

Applicant/Provider: _____

RFP No.: _____

Contract No. (As Applicable): _____

BUDGET CATEGORIES	Budget Request 07/01/2027-06/30/2028 (FY28) (a)	Budget Request 07/01/2028-06/30/2029 (FY29) (b)	(c)	(d)
A. PERSONNEL COST				
1. Salaries				
2. Payroll Taxes & Assessments				
3. Fringe Benefits				
TOTAL PERSONNEL COST				
B. OTHER CURRENT EXPENSES				
1. Airfare, Inter-Island				
2. Airfare, Out-of-State				
3. Audit Services				
4. Contractual Services - Administrative				
5. Contractual Services - Subcontracts				
6. Insurance				
7. Lease/Rental of Equipment				
8. Lease/Rental of Motor Vehicle				
9. Lease/Rental of Space				
10. Mileage				
11. Postage, Freight & Delivery				
12. Publication & Printing				
13. Repair & Maintenance				
14. Staff Training				
15. Substance/Per Diem				
16. Supplies				
17. Telecommunication				
18. Transportation				
19. Utilities				
20				
21.				
22.				
23.				
TOTAL OTHER CURRENT EXPENSES				
C. EQUIPMENT PURCHASES				
D. MOTOR VEHICLE PURCHASES				
TOTAL				
TOTAL (a + b) **ENTER AMOUNT INTO HIEPRO**				

SOURCES OF FUNDING		
(a) Budget Request		Budget Prepared By:
		Name (Please type or print) Phone
(b)		
(c)		Signature of Authorized Official Date
(d)		Name and Title (Please type or print)
TOTAL REVENUE		For State Agency Use Only
		Signature of Reviewer Date

Form SPO-H-205 (Effective10/01/98)

Attachment D

- General Conditions
- Special Conditions
- Hawaii Judiciary Discrimination/ Harassment-Free Workplace

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 Responsibilites. 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.

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.

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
TABLE OF CONTENTS

Page(s)

1. Representations and Conditions Precedent 1
1.1 Contract Subject to the Availability of State and Federal Funds 1
1.1.1 State Funds 1
1.1.2 Federal Funds 1
1.2 Representations of the PROVIDER 1
1.2.1 Compliance with Laws 1
1.2.2 Licensing and Accreditation 1
1.3 Compliance with Laws 1
1.3.1 Smoking Policy 1
1.3.2 Drug Free Workplace 1
1.3.3 Persons with Disabilities 2
1.3.4 Nondiscrimination 2
1.4 Insurance Requirements 2
1.5 Notice to Clients 2
1.6 Reporting Requirements 3
1.7 Conflicts of Interest 3
Documents and Files 3
Confidentiality of Material 3
Proprietary or Confidential Information 3
Uniform Information Practices Act 3
2.2 Ownership Rights and Copyright 3
2.3 Records Retention 3
3. Relationship between Parties 4
3.1 Coordination of Services by the STATE 4
3.2 Subcontracts and Assignments 4
3.3 Change of Name 4
Independent Contractor Status and Responsibilities, Including Tax Responsibilities 4
Independent Contractor 4

Contracts with other individuals and entities 4
PROVIDER's employees and agents 5
PROVIDER's Responsibilites 5
Personnel Requirements 6
Personnel. 6
Requirements 6
4. Modification and Termination of Contract 6
4.1 Modifications of Contract 6
4.1.1 In writing 6
4.1.2 No oral modification 6
4.1.3 Tax clearance 6
4.2 Termination in General 6
4.3 Termination for Necessity or Convenience 7
4.4 Termination by PROVIDER 7
4.5 STATE's Right of Offset 7
Indemnification 7
5.1 Indemnification and Defense 7
5.2 Cost of Litigation 7
6. Publicity 8
6.1 Acknowledgment of State Support 8
6.2 PROVIDER's publicity not related to contract 8
7. Miscellaneous Provisions 8
7.1 Nondiscrimination 8
7.2 Paragraph Headings 8
7.3 Antitrust Claims 8
7.4 Governing Law 8
7.5 Conflict between General Conditions and Procurement Rules 8
7.6 Entire Contract 8
7.7 Severability 9
7.8 Waiver 9

7.9 Execution in Counterparts 9
8. Confidentiality of Personal Information 9
8.1 Definitions 9
8.1.1 Personal Information 9
8.1.2 Technological Safeguards 9
8.2 Confidentiality of Material 10
8.2.1 Safeguarding of Material 10
8.2.2 Retention, Use, or Disclosure 10
8.2.3 Implementation of Technological Safeguards 10
8.2.4 Reporting of Security Breaches 10
8.2.5 Mitigation of Harmful Effect 10
8.2.6 Log of Disclosures 10
8.3 Security Awareness Training and Confidentiality Agreements 10
8.3.1 Certification of Completed Training 10
8.3.2 Certification of Confidentiality Agreements 10
8.4 Termination for Cause 11
8.5 Records Retention 11
8.5.1 Destruction of Personal Information 11
8.5.2 Maintenance of Files, Books, Records 11

SPECIAL CONDITIONS

1. The Provider shall conduct a State and Federal fingerprint- based criminal history record check for any person, including, but not limited to any officer, employee, volunteer or subcontractor, who performs work or services which necessitates close proximity to or unsupervised access to vulnerable clients such as children, disabled, and/or the elderly , or other program related vulnerable clients . In addition, the Provider will conduct a search of the State and National Sex Offender Registries, http://sexoffenders.ehawaii.gov (State Sex Offender Registry) and the www.nsopr.gov (National Sex Offender Public Registry). The minimum record check will be conducted once every four years for each person, and/or at the outset of the contract period if such checks have never been conducted. Further, the Provider will ensure the continued suitability of any officer, employee, volunteer or subcontractor to work or provide services to vulnerable clients. Results of all criminal history record inquiries conducted shall be placed in the employee's or volunteer's personnel file and shall be available to Judiciary for review. The Provider further shall have a written plan for addressing any findings that result from a criminal history record check that may affect the treatment milieu (e.g. actively under the supervision of any criminal justice agency, convicted sex offenders). The Provider shall ensure that any officer, employee, volunteer or subcontractor is suitable to be performing work or services in close proximity to or with unsupervised access to children, disabled, and/or elderly clients will be of reputable and responsible character and will not pose a risk to the health, safety, security, or well-being of clients, staff and the general public.

2. Pursuant to HRS 321C-3, to ensure compliance with Title VI, Providers must take reasonable steps to ensure that Limited English Proficient persons have meaningful access to the Provider's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

3. Insurance. In addition to Paragraph 1.4, Insurance, General Conditions, the PROVIDER further agrees to the following:

   In order to protect the PROVIDER as well as the State of Hawaii, the STATE, and their officers and employees covered under the indemnification provision in this Contract, the PROVIDER shall obtain and keep in force throughout the period of this Contract the following automobile insurance:

   Automobile liability insurance for automobiles owned or leased by the PROVIDER and used to carry out services specified in this Contract shall be obtained from a company authorized to do business in the State, or meet Section 431:8-301, Hawaii Revised Statutes if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The combined amount shall be at least ONE MILLION AND NO/100 DOLLARS ($1,000,000.00) with respect to bodily injury and to property damage. The PROVIDER's policy shall name the STATE, the

State of Hawaii, and their officers and employees as additional insured. Prior to or upon execution of this Contract, the PROVIDER shall furnish the STATE with a Certificate of Insurance, verifying the existence of such insurance. The PROVIDER will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Each insurance policy required by contracts shall contain the following clauses:

1. The Judiciary, State of Hawaii, is added as an additional insured as respects to operations performed for the State of Hawaii
2. If is agreed that any insurance maintained by The Judiciary, State of Hawaii, will apply in excess of, and not contribute with, insurance provided by this policy

An umbrella policy may to utilized as applicable to the Provider's insurance policy.

If the PROVIDER is authorized by the STATE to subcontract, subcontractor(s) is not excused from the Indemnification and/or Insurance provisions of this Contract. The PROVIDER agrees to require its subcontractor(s) to obtain insurance in order to indemnify the STATE.

Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided in this Contract for default of the PROVIDER.

The procuring of such required policy or policies of insurance shall not be construed to limit the PROVIDER's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of the PROVIDER or its authorized representatives.

4. This Agreement is funded, either in part or entirety, by a federal grant. (Check "Yes" or "No.")
   _____ Yes _____ No

   If "Yes," PROVIDER shall comply with the following grant requirements:

   Special Conditions of the Grant, attached hereto.

5. All electronic information technology developed or provided under this contract or procurement shall comply with the applicable requirements of the Hawaii Electronic Information Technology Disability Access Standards (Access Standards).

HAWAI'I JUDICIARY POLICY
DISCRIMINATION/HARASSMENT-FREE WORKPLACE

I. Authority and Background

The Judiciary is committed to promoting and maintaining a productive work environment free of any form of discrimination and harassment. The Judiciary does not tolerate workplace discrimination or harassment. The Judiciary will take appropriate action when discrimination or harassment is based on a person's "protected class." The Judiciary will act to curb protected class discrimination or harassment without regard to its severity or pervasiveness and does not require that discrimination or harassment rise to the level of unlawfulness before taking action.

II. Zero Tolerance Policy

Judiciary employees are expected to avoid behavior that could reasonably be perceived as discrimination or harassment prohibited under this policy. The Judiciary will take appropriate action when discrimination or harassment is based on a person's race, color, sex, including gender identity or expression,[1] sexual orientation, condition of pregnancy, act of breastfeeding or expressing milk, religion, national origin, ancestry, age, disability, genetic information,[2] marital status, arrest and court record, income assignment for child support, national guard absence, uniformed service, veteran status, citizenship, credit history or credit report unless directly related to a bona fide occupational qualification, or domestic or sexual violence victim status if the domestic or sexual violence victim provides notice to the victim's employer of such status or the employer has actual knowledge of such status (*protected class discrimination*).

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[1] "Gender identity or expression" includes a person's actual or perceived gender, as well as a person's gender identity (including transgender), gender-related self-image, gender-related appearance, or gender-related expression, regardless of whether that gender identity, gender-related self-image, gender-related appearance, or gender-related expression is different from that traditionally associated with the person's sex assigned at birth. "Transgender" refers to a person whose sex assigned at birth is different from their self-identified gender (e.g. a person whose sex assigned at birth is male who identifies as female and/or a person whose sex assigned at birth is female who identifies as male). A transgender person does not have to have undergone medical treatment or surgical procedures to be protected under the Policy. An individual's self-declaration of gender is sufficient to be provided protection under the Policy.

[2] "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder, or condition of an individual's family members (i.e., an individual's family medical history). Family medical history is included in the definition of "genetic information" because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

A. Scope of Policy

This policy applies to all employees, justices and judges, volunteers, applicants for employment, and persons or entities providing services to the Judiciary, whether on a contract, per diem, full or part-time basis. This policy covers all interactions with staff, clients, and the public.

All Judiciary employees are responsible for ensuring that work in the courts and court-related programs is conducted in an atmosphere that respects the dignity of every Judiciary employee, and people with whom the Judiciary conducts business.

B. Examples of Prohibited Conduct

1. It is a violation of this policy to engage in protected class discrimination.

2. Discrimination or harassment prohibited under this policy includes, but is not limited to, oral, written, physical or visual behavior, that offends, demeans, or intimidates, or refusing to provide services and/or denying access to Judiciary facilities and/or programs, based on a person's status in a protected class.

3. Protected class characteristics may not be used as a basis for taking employment action or making an employment decision that results in an adverse change in benefits, or terms and conditions of employment.

4. Other harassing or offensive conduct directed at individuals based on protected class characteristics is prohibited under this policy, and includes, but is not limited to:

    a. Unwanted physical contact, sexually suggestive or offensive touching, patting, hugging, or brushing against a person's clothing or body, pinching, or hitting;

    b. Sexual advances, requests for sexual favors, repeated and unwanted attempts at a romantic relationship, sexually explicit questions, comments about physical attributes;

    c. Lewd comments, sexual jokes, pressure for sexual activity, such as repeated requests for dates, and threats for refusing a sexual advance;

    d. Displays of demeaning, insulting, or sexually suggestive objects, pictures, or photographs;

e. Demeaning, insulting, intimidating, or sexually suggestive, written, recorded, or electronically transmitted messages (such as e-mail, voicemail, and Internet materials);

f. Offensive comments, slurs, jokes, profanity, anecdotes, offensive and/or inappropriate questions or statements to, about or regarding any protected class;

g. Refusal to address a person by their preferred name, provided that such name shall not be used when deemed to be inappropriate for a business setting; and

h. Disregarding a person's preferences based on his or her self-identified gender. This may include, but is not limited to, failing to address a person by his or her preferred name and/or pronoun, not allowing a person to use the restroom and/or locker room of his or her self-identified gender or limiting a person to using facilities that are an unreasonable distance or travel time from the worksite or Judiciary program location because the individual is transgender, requiring a transgender person to follow procedures that conflict with the person's self-identified gender, refusing to provide services and/or denying access to Judiciary facilities and/or programs based on the person's self-identified gender and/or being transgender.

5. Retaliation: The Judiciary encourages reporting of incidents of discrimination, harassment or retaliation. Retaliation against an individual who makes a complaint, participates in an investigation, or provides information, is prohibited. A person who experiences retaliatory action after taking the following actions should report the matter to the investigator in charge of the complaint or the Equal Employment Opportunity (EEO) Officer:

   a. Making a complaint of harassment or discrimination;
   b. Making a disability related request for reasonable accommodation; or
   c. Participating in a complaint investigation.

C. Reporting Procedures

The Judiciary encourages employees to report discrimination and/or harassment before it becomes severe or pervasive so that steps may be taken to stop the harassment before it rises to the level of unlawful behavior.

Anyone who observes or experiences discrimination or harassment prohibited

under this policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. The incidents should also be reported to an immediate supervisor, other supervisory personnel, a program or court administrator, or the EEO Officer who after reviewing the complaint will determine the appropriate follow-up. Employees are not required to report a complaint to their immediate supervisor or to make a complaint to the offender.

While this section describes the general procedures for reporting complaints of discrimination, harassment or retaliation in the workplace, more specific procedural information is attached to this policy as Attachment 1 and describes, in detail, how to report a complaint, including how to report a complaint to an external agency. Regardless of how the complaint is made, all complaints will be taken seriously and investigated promptly.

D. Limited Confidentiality

The Judiciary shall, to the extent possible, protect the confidentiality of substantiated and unsubstantiated discrimination, harassment and retaliation reports and investigations. Information regarding reports and investigations shall be shared with appropriate individuals and agencies on a "need to know" basis, with due consideration for safety, security, and other interests.

III. Responsibility for Implementing Policy

Judges, chief court administrators and department heads shall ensure that this policy is implemented and enforced within their own courtrooms and programs.

A violation of this policy may result in disciplinary action, up to and including discharge.

IV. Review of Policy

This policy was established in 1998 and amended in 2000, 2007, 2012, and 2017.

Approved: Rodney A. Maile

Rodney A. Maile
Administrative Director of the Courts

Date: MAY 20 2017

Attachment 1

PROCEDURES FOR REPORTING DISCRIMINATION, HARASSMENT, OR RETALIATION IN THE WORKPLACE

I. Procedures

The Judiciary urges the reporting of any incidents of discrimination, harassment, or retaliation, regardless of the identity of the alleged offender. Anyone who observes or experiences discrimination or harassment prohibited under the Discrimination/Harassment-Free Workplace Policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. Conduct that violates the Discrimination/Harassment-Free Workplace Policy should also be reported to an immediate supervisor, other supervisory personnel, a program or court administrator, or the Equal Employment Opportunity (EEO) Officer at 539-4336.

Employees are not required to report a complaint to their immediate supervisor or to make a complaint to the offender.

A complaint or report may be made either orally or in writing (a complaint form is available through the EEO Officer). A complaint or report, whether oral or written, should include: name of the alleged offender(s), including position and department, if known, a summary of the offensive acts, with the dates, times and places of the incidents, the names of witnesses to the events, and copies of documents, if any, that support the complaint or report.

II. Limited Confidentiality

The Judiciary shall, to the extent possible, protect the confidentiality of substantiated and unsubstantiated discrimination, harassment and retaliation reports and investigations. Information regarding reports and investigations shall be shared with appropriate individuals and agencies on a "need to know" basis, with due consideration for safety, security, and other interests.

III. Action Taken on Complaints

All complaints will be investigated promptly. The Judiciary may take appropriate interim action while an investigation is pending, including placing the accused person on leave or temporary assignment.

If the Judiciary finds that an employee violated the Discrimination/Harassment-Free Workplace Policy, the Judiciary will take appropriate corrective action, up to and including discharge of the employee. If an investigation shows that a justice or judge violated the Discrimination/Harassment-Free Workplace Policy, the matter shall be referred to the Commission on Judicial Conduct, which has exclusive authority to take disciplinary action against justices and judges. If the person found to have violated the policy is not employed

by the Judiciary, other appropriate action shall be taken, including notice to the employer. If the person found to have violated the policy is a lawyer, the findings shall also be reported to the Office of Disciplinary Counsel.

IV. Referring Complaints to External Agencies

In addition to the procedures described above, complaints about discrimination, harassment, or retaliation in the workplace may also be reported to other appropriate agencies, including but not limited to, the federal Equal Employment Opportunity Commission, the Hawai'i Civil Rights Commission, and labor unions. Conduct by a justice or judge that violates the Discrimination/Harassment-Free Workplace Policy shall be reported to the Commission on Judicial Conduct and the Judicial Selection Commission.

Agencies may have time limitations for filing complaints. For example, complaints of unlawful discriminatory practices must be filed with the Hawai'i Civil Rights Commission no later than one hundred eighty (180) days, or with the Equal Employment Opportunity Commission no later than three hundred (300) days from the date of: (1) the alleged unlawful discriminatory act; or (2) the last occurrence of discrimination in a pattern of ongoing discriminatory conduct.

Persons wishing to file complaints with other agencies should contact that agency to obtain information on their specific procedures and should not wait for resolution of a complaint made to the employer, including the Judiciary. Contact information for other agencies are as follows:

Equal Employment Opportunity Commission
300 Ala Moana Boulevard, Room 7-127
P.O. Box 50082
Honolulu, Hawai'i 96850-0051
Telephone: 1-800-669-4000 info@eeoc.gov

Hawai'i Civil Rights Commission
830 Punchbowl Street, Room 411
Honolulu, Hawai'i 96813
Telephone: (808) 586-8636 DLIR.HCRC.INFO@hawaii.gov

Hawai'i Government Employees Association Headquarters
888 Mililani Street, Suite 401
Honolulu, Hawai'i 96813-2991
Telephone: (808) 536-2351 oahudiv@hgea.org

United Public Workers Headquarters
1426 North School Street
Honolulu, Hawai'i 96817
Telephone: (808) 847-2631

Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawai'i 96813
Telephone: (808) 521-4591

Commission on Judicial Conduct
426 Queen Street, Room 118
Honolulu, Hawai'i 96813-2914
Telephone: (808) 539-4790
judconduct.c.comm@courts.hawaii.gov

Judicial Selection Commission
417 South King Street
Honolulu, Hawai'i 96813-2902
Telephone: (808) 538-5200