

State of Hawaii
Department of Human Services
Social Services Division

Request for Proposals (RFP)

SSD-26-POS-9897

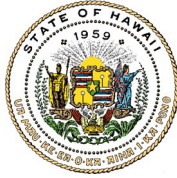
**Domestic Violence Shelter Services -
Statewide**

RFP Posting Date: 10/25/2026

**RFP Proposal Submission Deadline:
11/25/2026, 4:30 p.m.,
Hawaii Standard Time**

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

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DIRECTOR
KA LUNA HO'OKELE

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DEPUTY DIRECTOR
KA HOPE LUNA HO'OKELE

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KA MOKU'ĀINA O HAWAI'I
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Social Services Division Administration
1010 Richards Street, Room 216
Honolulu, Hawaii 96813

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

SSD 26-098

October 23, 2026

MEMORANDUM:

TO: REQUEST FOR PROPOSAL APPLICANTS

FROM: KARLAN FIELDS 
SOCIAL SERVICES DIVISION ADMINISTRATOR

SUBJECT: RFP No.: SSD-26-POS-9897

The State of Hawaii, Department of Human Services, Social Services Division, is currently soliciting proposals from qualified applicants to provide Domestic Violence Shelter Services. The attached request for proposals (RFP) SSD-26-POS-9897 to provide this service is being issued under Hawaii Administrative Rules (HAR) and Hawaii Revised Statutes (HRS) Chapter 103F. Please see the following "Proposal Submission Information Sheet" for important proposal submission information.

An RFP Orientation will be held on November 5th, 2026, 1:00 pm-2:00 pm, Hawaii Standard Time (HST). See 1.7 Orientation, Section 1 of this RFP for further information. All prospective applicants are encouraged to attend the Orientation. For further information about the Orientation, to participate by phone via teleconference, or for special accommodations, please contact Ms. Kelsey Mills, POS Specialist/RFP Contact Person, at (808) 586-5709 or at kmills@dhs.hawaii.gov.

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

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

Attachment

PROPOSAL SUBMISSION INFORMATION SHEET

- I. PLEASE READ CAREFULLY AS THIS PROPOSAL SUBMISSION INFORMATION HAS BEEN REVISED FROM PREVIOUS RFPs.**
- II. PROPOSAL SUBMISSION DEADLINE:
11/25/2026, 4:30 P.M., HAWAII STANDARD TIME.**
- III. A COMPLETE PROPOSAL SUBMISSION IS ALL COMPONENTS RECEIVED BY THE SPECIFIED DATE AND TIME. NO EXCEPTIONS SHALL BE MADE.**
- IV. THE APPLICANT SHALL:**
 - A. Submit a complete proposal in Portable Document Format (PDF) to the solicitation posted to the State of Hawaii eProcurement system (HIePRO).
 1. Proposal submissions attempted after **11/25/2026, 4:30 p.m., Hawaii Standard Time (HST), SHALL NOT** be accepted.
 2. If the electronic copies of the proposal are not received as described, or not received by the specified date and time, the proposal's submission shall be considered incomplete or late and **SHALL NOT BE ACCEPTED** for consideration.
 3. All submitted proposal information becomes the property of the Department of Human Services (DHS).
 - B. Submit proposals in PDF format in at least three (3) parts for ease of transmission and reviewing.
 1. The Applicant shall title their proposal PDF files with the RFP number, their initials, and a brief description of the PDF's contents, as shown in the following PDF Title examples.
 2. PDF Title Examples:
 - a. 26.9897.DHS.Service_Delivery_Workplan,
 - b. 26.9897.DHS.Program_Staffing,
 - c. 26.9897.DHS.Financial_Attachments.
 - C. Additionally, Applicants shall submit a Cost Proposal in the original Excel format (not PDF or an alternative file format) using the Cost Proposal Template published with this solicitation.
 - D. Applicants who submit proposals or amendments electronically are fully responsible for ensuring that their documents are received by the purchasing agency. This includes making certain that the documents are complete, correctly formatted, legible, and submitted on time. Applicants assume the risk that the electronic copies may not be readable by the DHS.

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

a. **STATE OF HAWAII EPROCUREMENT SYSTEM (HIEPRO):**

<https://hiepro.ehawaii.gov/>

b. **RFP CONTACT PERSON:**

Ms. Kelsey Mills, POS Specialist

Phone: (808) 586-5709

Email: kmills@dhs.hawaii.gov

PLEASE BE ADVISED:

- A. The Applicant is **strongly encouraged** to submit **all** electronic copies of the proposal submission in advance of the proposal submission deadline. This will allow the Applicant the opportunity to ensure that the electronic copies have been received by the DHS in a timely manner.
- B. Proposals sent by facsimile (fax) shall not be accepted.
- C. It is the Applicant's responsibility to access the State of Hawaii eProcurement system (HiePRO) and the Hawaii Awards and Notices Data System (HANDS) on the State Procurement Office (SPO) website for information on Bidding Opportunities (Notices of Solicitations) or to contact the RFP Contact Person identified above with further questions.

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

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Section 1

Administrative Overview

Section 1

Administrative Overview

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

1.1 Procurement Timetable

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

<u>Activity</u>	<u>Scheduled Date</u>
Public notice announcing Request for Proposals (RFP)	10/25/2026
Distribution of RFP	10/25/2026
RFP orientation session	11/05/2026, 1 – 2 pm, HST
Deadline to submit questions in HiePRO for written responses	11/06/2026, 4:30 pm, HST
State purchasing agency's response to questions submitted in HiePRO	11/13/2026
Discussions with applicants prior to proposal deadline (optional)	As needed
Deadline to submit proposals	11/25/2026
Discussions with applicant after proposal deadline (optional)	As needed
Final revised proposals (optional)	As needed
Proposal evaluation period	11/27/2026 – 12/04/2026
Provider selection	12/07/2026
Notice of statement of findings and decision	12/07/2026
Contract start date	12/28/2026

1.2 Website Reference

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

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

Non-SPO websites

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

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

1.3 Authority

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

1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

1.5 Contracting Office

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

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

1.6 RFP Contact Person

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

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

1.7 Orientation

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

Date:	11/05/2026
Time:	1 pm – 2 pm
Location:	Department of Human Services via Microsoft Teams Teleconference

To attend the Orientation, the Applicant shall contact Ms. Kelsey Mills at (808) 586-5709 or kmills@dhs.hawaii.gov as soon as possible and provide their name, agency, telephone number, and email address as well as the number of people planning to attend the meeting. The invitation to attend the Microsoft Teams meeting will be provided upon RSVP and will include a phone number for call-in participants.

1.8 Submission of Questions

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

The Applicants' submission of written questions deadline is **11/06/2026, 4:30 p.m., Hawaii Standard Time.**

The State purchasing agency's response to the Applicants' written questions deadline is **11/13/2026.**

1.9 Submission of Proposals

A. Forms/Formats

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

1. Proposal Application Identification Form (SPOH-200)

This form provides the Applicant's proposal identification.

2. Proposal Application Checklist

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

3. Table of Contents

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

4. Proposal Application (SPOH-200A)

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

B. Program-Specific Requirements

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

C. Multiple and Alternate Proposals

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

D. Hawaii Compliance Express (HCE)

All Providers shall comply with all laws governing entities doing business in the State. Providers shall register with HCE for on-line compliance verification from the Hawaii State Department of Taxation (DOTAX), Internal Revenue Service (IRS), Department of Labor and Industrial Relations (DLIR), and Department of Commerce and Consumer Affairs (DCCA). There is an annual registration fee for the service (currently \$12.00). The HCE's on-line "Certificate of Vendor Compliance" provides the registered Provider's current compliance status as of the Certificate's issuance date and is accepted for both contracting and final payment purposes. See 1.2 Website References, Section 1 of this RFP for the HCE website address.

1. Tax Clearance

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

2. Labor Law Compliance

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

3. DCCA Business Registration

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

E. Wages Law Compliance

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

F. Campaign Contributions by State and County Providers/Contractors

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

G. Confidential Information

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

to facilitate eventual public inspection of the non-confidential sections of the proposal.

Note: Price (i.e., proposed budgets) is not considered confidential and will not be withheld.

H. Proposal Submission

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

1.10 Discussions with the Applicant

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

1.11 Opening of Proposals

All proposals received shall be secured by the State purchasing agency and not examined for evaluation purposes until after the proposal submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and fully executed.

1.12 Additional Materials and Documentation

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

1.13 RFP Amendments

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

1.14 Cancellation of Request for Proposals

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

1.15 Costs for Proposal Preparation

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

1.16 Provider Participation in Planning

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

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

1.17 Rejection of Proposals

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

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

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

1.19 Notice of Award

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

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

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

1.20 Protests

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

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

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

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

1.21 Availability of Funds

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

1.22 General and Special Conditions of Contract

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

1.23 Cost Principles

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

1.24 General Requirements

A. Secondary purchaser participation

(Refer to HAR §3-143-608)

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

B. Multiple or alternate proposals

(Refer to HAR §3-143-605)

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

C. Single or multiple contracts to be awarded

(Refer to HAR §3-143-206)

☐ Single ☒ Multiple ☐ Single & Multiple

DHS shall award one (1) single contract per geographic area.

D. Single or multi-term contracts to be awarded

(Refer to HAR §3-149-302)

☐ Single term (2 years or less) ☒ Multi-term (more than 2 years)

1. Initial contract term: **December 28, 2026 through June 30, 2027**

- a. The initial term shall commence on the contract start date.
- b. Number of possible extensions: four (4) extensions.
- c. Length of extensions: Up to one (1) year.

2. Maximum contract term:

December 28, 2026, through June 30, 2032, subject to the Option to Extend the provision of the contract (see Special Conditions, Section 5 of this RFP).

E. Subcontracting

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

Section 2

Service Specifications

Section 2

Service Specifications

2.1 Introduction

A. Overview and Purpose

1. As the State Agency receiving the Family Violence Prevention and Services Act (FVPSA) Grant, authorized under 42 USC Section 10401, Department of Human Services (DHS) Child Welfare Services (CWS) is seeking proposals from Providers to provide Domestic Violence Shelter services to adults with or without children throughout the State who are survivors of domestic violence, dating violence, or family violence. In addition to the FVPSA Grant funding, DHS relies on other funding sources to provide supportive and advocacy services in the shelter to help prevent future violent incidents from occurring and empower survivors to break the cycle of violence in their lives. The survivors of domestic violence, dating violence, or family violence that are the intended recipients of FVPSA-funded services shall be referred to as clients throughout Section 2.
2. For the purposes of this service:
 - a. Domestic or dating violence is a course of conduct or a pattern of assaultive or coercive behaviors, including physical, sexual, psychological, and emotional abuses, as well as economic coercion that adults use against their intimate partners to gain power and control in the relationship.
 - b. Domestic or dating violence is more than physical assault. Domestic or dating violence can also mean endangerment, criminal coercion, kidnapping, unlawful imprisonment, trespassing, harassment, and stalking. The controlling tactics batterers use are reinforced by societal and cultural stereotypes and institutions that overall give more status and power to the batterer. Cultural norms stress the importance of the client staying in the relationship regardless of the consequences.
 - c. Domestic or dating violence is present in all ethnic cultures, socio-economic classes, and religions. It is important to understand how beliefs may affect a person's perception and reaction to domestic violence, as well as seeking out and utilizing services.
 - d. Alcohol abuse, legal or illegal drug abuse, and mental illness can co-occur with domestic or dating violence and present additional challenges.
 - e. Family violence is any act or threatened act of violence that results or threatens to result in physical injury and is committed by a person who is related by blood, is or was related by marriage, or is or was otherwise legally related.

- f. More than half of the children whose parents are battered are likely to be physically abused themselves. Whether or not children are physically abused, they often suffer emotional and psychological trauma from living in homes where a parent is abused. Thus, services to children are an important component of the service array.
- g. Strengths- and needs-based practice is a fundamental and essential component of CWS service provision. Service activities shall be respectful of, responsive to, and build on the strengths, needs, values, and preferences of children and families to their culture and community. Service activities shall address the physical, emotional, educational, and social needs of children and the abilities of families to protect children.

B. Description of the Service

1. The following service goals, in alignment with the objectives of 42 U.S.C § 10401, are designed to ensure and promote client safety and independence and to strengthen child resilience:
 - a. Client and child safety is the overarching goal of the services and interventions.
 - b. Client and child safety and independence shall be enhanced through supports and services.
 - c. Partnership with the client is a critical component to intervention and service delivery.
 - d. Clients shall not be burdened with unnecessary services or blamed for the batterer's behavior.
 - e. Clients and children shall be encouraged but not mandated to participate in services.
 - f. The safety of clients increases the safety for their children.
 - g. Children, whenever appropriate, shall remain together with the client. For children, the strongest assurance of healing from trauma is the provision of stability and nurturance.
 - h. Children shall receive services that support emotional wellbeing and healing from the exposure and impact of domestic violence. Services for children help reduce the possibility of them becoming a client or a batterer in the future.
 - i. Service activities shall provide clear and attainable goals and objectives for each client and child.
 - j. Service activities shall include the cultural and community supports of each

client and child.

2. The PROVIDER shall provide Domestic Violence Shelter services that are:

- a. Are age and developmentally appropriate.
- b. Are client-centered, designed to meet the unique needs of the clients and build on their strengths to promote and enhance their safety and independence. Service planning and delivery and discharge planning shall be designed in conjunction with the clients to the extent possible and shall be guided by the clients' needs, desires, and perspectives. Service activities may need to be scheduled outside of normal office hours, such as in the evenings or on the weekends, to accommodate the clients' schedules.
- c. Are evidence-based or evidence-informed and follow best practice principles.
- d. Are provided using a resilience focused approach that centers an understanding of how trauma affects clients' and children's lives and develops their understanding of the traumatic effects of abuse and how that could impact how they access emotional and physical safety, as well as how they process information.
- e. Facilitate the clients' increased access to safety, resources, and legal protections and support them in removing any barriers to receiving services.
- f. Are provided in an environment that is welcoming, inclusive, de-stigmatizing, and not re-traumatizing.
- g. Assist clients in strengthening their psychological ability to deal with the multiple and complex issues they face in accessing safety, recovering from the traumatic effects of domestic violence and other abuse, and rebuilding their lives.
- h. Are culturally and linguistically appropriate, in accordance with 42 USC Section 10408(b)(1)(E), 10408(b)(2), 45 CFR § 1370.2, and 45 CFR § 1370.5(e), fully serving clients and their children with Limited English Proficiency (LEP). This includes an understanding that mental health and substance use may be experienced differently across cultures and therefore services may need to be adapted.
- i. Are fully accessible and accommodate clients with any disability, including mental health or substance use experiences, in compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act and FVPSA 45 CFR §1370; 45 CFR § 1370.5(e). The PROVIDER shall ensure all communications related to services shall be effective for individuals with

disabilities per 45 CFR §1370.10(b)(2)(v)).

3. To achieve these service goals, the PROVIDER shall be responsible for delivering the following services for clients and their children:
 - a. Shelter: Provide clients and their children with assistance for shelter, food, safety, and other essentials.
 - b. Emergency Alternative Accommodations: May be arranged if there is no bed space at the PROVIDER's shelter. Alternative accommodations are intended to occur in limited, ad hoc situations, depending on the shelter being at capacity or to meet the specific needs of a client, and are otherwise analogous to services provided at the PROVIDER's shelter (i.e., in another contracted provider's shelter). Individual cases proposed by the PROVIDER to be served via Emergency Alternative Accommodations shall be submitted to DHS in writing for approval.
 - c. Transitional Housing Services: Provide coordination for interim housing and support to enable clients and their children to achieve permanent housing, stability, and independence. Transitional Housing Services represent a planned supportive service offering to help clients obtain housing and support (i.e., subsidized rentals in the community) as they transition from staying at the PROVIDER's shelter or instead of staying at the PROVIDER's shelter.
 - d. Support Services: Support services shall be available to clients in shelter, Emergency Alternative Accommodations, and Transitional Housing Services and may include the following:
 - i. Service and Safety Plan development
 - ii. Case Management
 - iii. Services, Benefits, and Referral Support
 - iv. Survivor Advocacy
 - v. Legal Advocacy
 - vi. Crisis Intervention
 - vii. Group Sessions
 - viii. Services for Children, including:
 - a) Assessment
 - b) Individual or Group Sessions
 - c) Survivor Advocacy
 - d) Crisis Intervention
 - ix. Community Education
 - x. Community Outreach

- e. 24-Hour Hotline: Provide clients with crisis assistance, information regarding available services and referrals, screening, and preliminary assessment for intake into the shelter program.
- 4. All clients and their children are voluntary participants in the Domestic Violence Shelter services described herein (including the Shelter Services, Support Services, 24-Hour Hotline, and Transitional Housing Services) and are not required to participate in any Domestic Violence Shelter services.

C. Description of the Target Population to be Served

- 1. The target population to be served is adults with or without children who are at risk of or are survivors of domestic violence, dating violence, or family violence and either require emergency shelter to ensure their safety or require transitional housing to extend housing services and supports to achieve stability and independence. Additionally, in accordance with 45 CFR §1370.10(d), the PROVIDER shall safely screen for and identify survivors of human trafficking who are also survivors of domestic violence, dating violence, or family violence and provide services that support their unique needs.
- 2. The target population shall include underserved populations as referenced in 42 U.S. Code § 10402 (14).
- 3. Individuals who meet the criteria of the target population may be referred by CWS, providers of Voluntary Case Management (VCM) Services, or providers of Family Support Services (FSS). The PROVIDER shall accept referrals from other agencies and self-referrals, via the PROVIDER's Hotline service.

D. Geographic Coverage of Service

- 1. The PROVIDER shall be responsible for the provision of the full range of contracted services throughout the contracted area(s), including service capacity and staffing that is sufficient to provide a minimum number of bed spaces for each geographic area. The State has provided the minimum number of bed spaces necessary for Shelter Services in each geographic area. Vendors may respond for any geographic area(s) of interest.
 - a. East Hawaii
Minimum Number of Beds: 20
 - b. West Hawaii
Minimum Number of Beds: 20
 - c. Kauai
Minimum Number of Beds: 18

- d. Maui and Lanai
Minimum Number of Beds: 30
 - e. Molokai
Minimum Number of Beds: 10
 - f. Central Oahu
Minimum Number of Beds: 30
 - g. Leeward Oahu
Minimum Number of Beds: 30
 - h. Windward Oahu
Minimum Number of Beds: 30
2. DHS is soliciting a single PROVIDER for each geographic area described above. Offerors may submit proposals and be awarded to provide services in more than one geographic area, but it is DHS's intention to award only one (1) PROVIDER per geographic area. A PROVIDER may submit a proposal to serve multiple geographic areas, but multiple PROVIDERS shall not be awarded to serve one geographic area.
 3. The referring party shall be responsible for determining the appropriate geographic area based on the client's circumstances and will refer the client to the PROVIDER serving that region. A PROVIDER may decline a referral in the event that a client does not fall under the target population description, as described in Section 2.1.C. When a referral cannot be accepted due to bed availability per Section 2.1.D.1, the PROVIDER receiving the initial referral shall coordinate with DHS and other PROVIDERS to identify a placement or other such Emergency Alternative Accommodations. In all eligible cases per the target population in Section 2.1.C, the PROVIDER shall offer referrals to Support Services, as needed.
 4. A PROVIDER may accept referrals, including self-referrals via the Hotline, from outside their geographic area if they have surplus available bed space and the PROVIDER serving the client's geographic area of residence does not have any available beds. A PROVIDER may also accept a referral outside their geographic area, if the PROVIDER and the client mutually determine that it would be advantageous to the client and their children, upon consultation with DHS. Documentation of these exceptions shall be maintained in the client files.

E. Facilities

1. The PROVIDER shall obtain and maintain adequate facilities to satisfactorily deliver contracted services by the effective date of the contract. If the PROVIDER requires an implementation period to begin service provision in an adequate

facility, the PROVIDER shall propose a transition plan (including timeline and potential start-up payments) to DHS in writing, as part of their RFP response, for DHS consideration and approval.

2. The PROVIDER shall provide Shelter Services at the PROVIDER's facility. The PROVIDER may provide Support Services at the PROVIDER's facility as space and service planning allow. Transitional Housing Services shall be coordinated by the PROVIDER, as outlined in Section 2.2.G.
3. The PROVIDER may assist in coordinating Support Services to be provided in community locations (including in the cases of Emergency Alternative Accommodations or Transitional Housing Services), as detailed in the Service and Safety Plans (see Section 2.2.E.1), or other referral sources, as applicable.
4. The PROVIDER's facility shall meet Americans with Disabilities Act (ADA) requirements and provide any special equipment necessary for service provision.

F. Period of Available Funds, Probable Funding Amounts, and Sources

1. The Contracts may be awarded for an initial term of up to one (1) year and six (6) months with the option to extend the term for additional periods up to two-years each for a total contract term not to exceed five (5) years and six (6) months, except as otherwise provided by law. These multi-term contract provisions and extensions are administered in compliance with HAR §3-149-302.
2. The total funding amount across all geographic areas, consisting of both State and Federal funds (including FVPSA) is anticipated to be \$3,033,513.00 per fiscal year, allocated by geographic area as follows:

Geographic Areas	Contract Funding Amount
East Hawaii	\$345,250.00
West Hawaii	\$345,250.00
Kauai	\$316,375.00
Maui and Lanai	\$451,089.00
Molokai	\$180,624.00
Central Oahu	\$464,975.00
Windward Oahu	\$464,975.00
Leeward Oahu	\$464,975.00

3. Contract funding shall be prorated for periods of less than one (1) year.
1. DHS reserves the right to change this anticipated Contract amount per year subject to consideration of the submitted offerors' cost proposals, which contain details and

explanations of the estimated operating costs and expenses to maintain these shelter services.

2. If additional funding becomes available, additional shelter capacity or shelter facilities may be added to this scope, or services and payments may be increased or expanded if DHS determines that the increase to the services or payments under the Contract is needed in the community. Funding increases and decreases are subject to the availability of State and federal funds and in compliance with state procurement laws, as well as changes in the service specifications (e.g., the geographic location's needs, utilization increases or decreases, service activities, and service delivery), and satisfactory performance by the PROVIDER as determined by DHS, among other potential factors.

2.2 Scope of Work – Service Activities

The PROVIDER shall provide Domestic Violence Shelter Services in compliance with and including all the tasks and responsibilities included in Section 2.2.

A. Service Overview

1. In accordance with the Service Description outlined in Section 2.1.B, the goal of Domestic Violence Shelter Services is to provide coordinated, resilience focused care that supports the safety, stability, and long-term self-sufficiency of clients and their families. Services should promote consistent access to crisis intervention, safe shelter, and supportive programming while connecting clients to relevant resources that address housing, health, and social service needs. The overarching aim is to strengthen protective factors, reduce barriers to recovery, and ensure that clients and their children can transition toward independence in a stable and supportive environment.
2. The PROVIDER is responsible for providing Domestic Violence Shelter Services, which include: Shelter, Support Services, 24-Hour Hotline, and Transitional Housing Services.
3. The PROVIDER shall provide services, as defined in this Section 2.2, to clients and their children for their shelter stay of up to 120 days. If a client requires a stay exceeding 120 days, the PROVIDER shall adhere to the process outlined in Section 2.2.J.4. Shelter Services shall be provided at the PROVIDER's facility or facilities. Support Services may be provided at the PROVIDER's facility or facilities or at alternative locations (including in the cases of Emergency Alternative Accommodations or Transitional Housing Services) in the community, as appropriate. The selected location(s) shall provide for safe and appropriate interactions for both the clients and their children and the PROVIDER's staff.
4. The PROVIDER may collaborate with other shelter facilities or arrange for Emergency Alternative Accommodations when capacity at the PROVIDER's

shelter is reached, provided that comparable support services are also made available at the Emergency Alternative Accommodations location.

B. Shelter Facility Requirements and Services

1. The PROVIDER shall ensure the shelter is open 24 hours a day, seven (7) days a week and shall develop reasonable and flexible house rules. Trained staff shall assist clients and their children with shelter, food, safety, and other essentials. Staff shall facilitate transportation to the shelter for admission and provide crisis assistance, intake, assessment, information regarding available services and referrals, service and safety planning, and discharge planning services.
2. The PROVIDER's facility shall be secure and safe for all clients, children, staff, volunteers, and visitors. The facility's premises shall be kept in a sanitary, safe, and well-maintained condition. The facility and its premises shall make reasonable efforts to accommodate pets that clients bring with them during their stay.
3. The facility must maintain emergency supplies to accommodate clients, children, and staff in emergency situations such as a tsunami or hurricane. The PROVIDER may access websites such as the Federal Emergency Management Agency (FEMA) at www.fema.gov/ for information regarding preparing a disaster readiness kit.
4. The facility shall comply with applicable local, State, and federal building, fire, safety, and health codes relating to construction, sanitation and building maintenance, including:
 - a. The kitchen and living areas shall have adequate space and storage and be comfortably furnished to accommodate the number of clients and children receiving services.
 - b. The bedrooms shall have adequate space and furnishings to accommodate the number of clients and children receiving services.
 - c. The bathrooms shall have a sanitary flush toilet and running hot and cold water.
 - d. All rooms shall be reasonably clean and have adequate light and ventilation. Screens shall be provided for windows and doors unless air conditioning is provided
 - e. The facility shall have:
 - i. Access to laundering machines for washing and drying clothes.
 - ii. An approved source of potable water.
 - iii. Adequate facilities for the proper disposal of sewage with all plumbing connected to a public sewage system or other approved method.

- iv. Accommodations for the disposal of garbage and refuse.
 - v. Adequate smoke detectors, fire extinguishers, and fire escape exits installed in or near the bedrooms that are in good working order and in accordance with the manufacturer's specifications. The facility shall also have fire evacuation plans conspicuously posted near the living room and bedroom areas. At minimum, the PROVIDER shall conduct fire drills with staff and clients biannually.
 - f. Safety procedures shall be implemented that provide protection from drugs, poisons, harmful household supplies, dangerous tools, and fire hazards. These procedures shall be conspicuously posted near the kitchen and living room areas.
5. The PROVIDER shall ensure that the shelter furnishings meet the following requirements:
- a. Each client shall have an individual bed of adequate size with suitable mattress, box spring, pillow, and bedding; this includes cribs and playpens for infants and toddlers.
 - b. Each client shall have individual drawer space and adequate closet space.
 - c. The facility shall maintain a security system to provide for the physical safety of the clients and children, staff, volunteers, and contracted personnel.
 - d. The use of shelter beds, including overnight stays, shall be limited to clients who meet the target population eligibility criteria (as described in Section 2.1.C) and their children. Guests, off-duty staff, and others shall not stay overnight or reside at the shelter.

C. Shelter Intake & Referral

1. The PROVIDER shall include the following activities and procedures for intake, including the intake and assessment tools that will be utilized, how clients will be welcomed, and the process for serving the client. The PROVIDER shall enforce a no-turn away policy if clients and their children meet the criteria of the target population as defined by Section 2.1.C and determined through the screening and preliminary assessment process for intake. Further, the PROVIDER shall not impose conditions for admission to shelter by applying inappropriate screening methods, such as criminal background checks, sobriety requirements, requirements to obtain specific legal remedies, or mental health or substance use disorder screenings, in accordance with 45 CFR §1370.10(b). In addition, the PROVIDER shall conduct an assessment for any clients that have pets to ensure any pets admitted to the shelter do not pose a threat to the safety and wellbeing of other clients or staff and that the shelter has the resources to care for the pet(s). The

PROVIDER shall make reasonable efforts to accommodate any pets that clients bring into the shelter or assist the client in making other arrangements for the pets.

2. Upon the clients' and their children's intake into the shelter, the staff shall record in the client files the following minimum information:
 - a. The client's name, age, gender, race, ethnicity, address, and marital status;
 - b. The child's name, age, gender, race, ethnicity, and address;
 - c. The reason for intake;
 - d. The language(s) spoken and any LEP issues;
 - e. Any physical injury;
 - f. Any medical attention needed or provided;
 - g. Any physical or mental condition or special needs that may impact the services offered to the clients and their children; and
3. The clients shall be given written information upon intake which:
 - a. Describes the program services offered.
 - b. Provides information about available community resources.
 - c. Describes the expectations for cooperative living in the shelter; these shall be designed to enhance communal living and reduce conflict and trauma.
 - d. Explains how to communicate problems, complaints, or concerns to staff; policies and procedures regarding the communication of problems, complaints, or concerns shall be posted in common areas to promote awareness of these processes.
 - e. Explains the purpose of consent forms including language regarding confidentiality and the release of information when applicable.

D. Shelter Discharge

1. Shelter discharge services shall include transition planning to more stable housing, logistics planning for continued access to services provided to the client and their children while in the shelter (including financial and employment, physical health, mental health, legal support, advocacy, and other services), and review of the safety plan. For clients with active CWS, VCM, or FSS involvement, the PROVIDER shall, with client consent, provide the assigned caseworker with notice of discharge

and any relevant information pertaining to the services received within the shelter program.

2. The PROVIDER shall coordinate information and referrals, including assistance with obtaining housing assistance under State and federal programs access to relevant community-based support programs, and other services as needed.

E. Support Services

The PROVIDER shall provide support services, including at minimum the categories listed below, to clients using trained staff.

1. Service and Safety Plan Development:
 - a. This shall include service and safety planning with staff facilitation and is specific to the voluntary services covered by this Contract. The service plan shall include a summary of services needed by the client and available within the shelter and the community, as well as referrals issued by the PROVIDER for the services included in the service plan. Potential services that may be included in the service plan are detailed below and may include: case management, services, benefits, and referral support, survivor advocacy, legal advocacy, crisis intervention, services for children, and group sessions.
 - b. The safety plan shall outline the specific steps and resources required to ensure the safety of the client while residing in the shelter and when accessing services in the community. Safety planning shall be done within 72 hours of admittance and in collaboration with the client and their children (aged four and older) unless there is documentation that the child does not have the capacity to understand or participate in developing the plan. When their participation is deemed appropriate, the children's involvement in the planning sessions shall be kept as brief as possible to minimize additional stress and allow time for their adjustment to the shelter.
 - c. A copy of the service and safety plans shall be provided to the client and their children in a manner that supports client and their children's safety.
2. Case Management: This shall include assessment of the client's individual and specific circumstances, problems, and needs as well as overall coordination of services. These case management services are specific to managing the services provided under this Contract and shall be provided in addition to any case management services provided by a CWS, VCM, or FSS caseworker. The PROVIDER shall coordinate case management services with these entities, with client consent, as described in Section 2.2.I.

3. Services, Benefits, and Referral Support:

- a. This shall include assistance with obtaining housing, financial, and employment assistance under State and federal programs, legal services, access to relevant community-based support programs, and other services as needed.
 - i. The PROVIDER shall ensure that clients maintain continuity of benefits, such as the Supplemental Nutrition Assistance Program (SNAP), during their shelter stay and, as appropriate, assist them in utilizing those benefits to meet food needs in accordance with §17-663-116, HAR. Clients may also use their own Supplemental Nutrition Assistance Program (SNAP) benefits to obtain meals prepared for them at the shelter, in accordance with HAR §17-663-118, when the shelter is authorized by the Food and Nutrition Service (FNS) to redeem benefits at wholesalers or retailers.
 - ii. When applicable, this shall include referral to the Crime Victim's Compensation Commission for possible compensation for unreimbursed expenses associated with the domestic violence or other related crimes, as appropriate.
- b. As part of service delivery, the PROVIDER shall ensure clients have access to medical accompaniment and transportation. This may include directly providing these supports or coordinating with third parties, depending on each client's service and safety plan.

4. Survivor Advocacy

- a. This shall include, but is not limited to, services designed to help the survivor obtain needed resources or services including, but not limited to, employment, housing, shelter services, health care, victim's compensation, etc.
- b. If capacity and resources allow, service may additionally include:
 - i. Daily program activities with emphasis on the clients' and their children's physical and intellectual needs.
 - ii. Socialization activities to nurture self-esteem and independence, including:
 - 1) Personal hygiene and grooming.
 - 2) Health and wellness activities.
 - 3) Development of social skills.
 - 4) Orientation to community resources.

5) Recreation.

6) Broadening of living experiences.

5. Legal Advocacy

- a. This shall include, but is not limited to, services that assist a client with civil legal issues, including preparing paperwork for protection orders; accompanying a client to a protection order hearing, or other civil proceeding; and all other advocacy within the civil justice system.
 - b. This also includes accompanying a client to an administrative hearing, such as unemployment, Social Security, Temporary Assistance for Needy Families (TANF), or SNAP hearing.
 - c. Assisting a client with criminal legal issues including notifying the client of case status, hearing dates, plea agreements, and sentencing terms; preparing paperwork such as victim impact statements; accompanying a client to a criminal court proceeding or law enforcement interview; and all other advocacy within the criminal justice system.
 - d. Please note that the PROVIDER is only responsible for legal advocacy and support services to the extent described in Section 2.2.E.5 above, and is not expected to provide or acquire legal representation for clients.
6. Crisis Intervention: This shall include, but is not limited to, services that identify, assess, and intervene when a survivor or their child(ren) are in crisis with the goal of restoring balance and reducing the effects of the crisis in their life. These services shall be provided to survivors and their children already receiving additional shelter services and are not considered Hotline Services.

7. Group Sessions for Clients

- a. Trained staff shall provide group sessions for clients as follows:
 - i. Group sessions shall be held a minimum of once a week, with additional evening sessions for working clients, as necessary.
 - ii. Group participation shall be encouraged but not required.
 - iii. Group curriculum shall be drawn from evidence-based interventions to the extent possible. Topics shall include, but are not limited to:
 - 1) Power and control.
 - 2) The cycle and dynamics of abuse.
 - 3) Styles of communication.

- 4) Coping with stress and anger.
 - 5) Improving client self-esteem and self-care.
 - 6) Adult relationships with other adults and adult relationships with children.
 - 7) Effects of abuse and exposure to domestic violence on children.
 - 8) Healthy child development.
 - 9) How to support children through their trauma.
- b. The PROVIDER may hold individual sessions for a client in lieu of group sessions when a shelter does not have sufficient clients to convene a group or it is determined by DHS to be in the best interest of the client. Documentation of these exceptions shall be maintained in the clients' files.
 - c. The PROVIDER shall maintain a record of all group sessions a client has participated in, including dates of attendance and topics of discussions, in the clients' files. Documentation shall also include the reasons for non-attendance and efforts to engage the clients in group services.
8. Services for Children
- a. Service delivery for children exposed to domestic violence shall be resilience focused, safety-focused, strength-based, age- and developmentally-appropriate, and individualized to the needs of each child. The PROVIDER shall approach service delivery with the understanding that while all children exposed to domestic violence may not develop trauma or trauma symptoms, all children who are exposed to domestic violence are at an increased risk for further incidences of violence.
 - b. Domestic violence intervention services shall assist children who have experienced or are experiencing domestic violence in their homes to strengthen resilience by reducing risk factors and increasing protective factors such as building competence and self-esteem, strengthening the relationship and bond between the clients and their children, and promoting pro-social activities in the school and community. These services reflect the objectives of 42 USC Section 10412, which promotes the development of programs offering resilience focused support for abused parents and their children.
 - c. Trained staff shall provide services for children, including:
 - i. Assessment: This shall include assessment of the children to determine what interventions are necessary and appropriate.
 - ii. Individual or Group Sessions

- 1) This shall include facilitating individual or group sessions at a minimum of once per week. Individual sessions may be held when a shelter does not have a sufficient or appropriate number of children to convene a group session. Individual and group session participation shall be encouraged but not required.
- 2) Topics to be covered in individual and group sessions shall include, but are not limited to:
 - a) Domestic violence is not the child's responsibility.
 - b) The physiological (e.g., agitation, hyper-vigilance, or nervousness) and emotional effects of trauma and what the children can do to deal with them.
 - c) The meaning of safety planning and what the children can do to be safe.
 - d) The importance of positive social interactions with peers and others and what the children can do to develop and maintain them.
 - e) The importance of sharing feelings, needs, and experiences with others and what the children can do to improve their communication.
- iii. Survivor Advocacy: This shall include, but is not limited to, services designed to help the children of survivors obtain needed resources or services including, but not limited to, education, peer supports, shelter services, health care, etc.
- iv. Crisis Intervention: This shall include, but is not limited to, services that identify, assess, and intervene when a child is in crisis with the goal of restoring balance and reduce the effects of the crisis in their life. These services shall be provided to children of survivors already receiving additional shelter services and are not considered hotline services.
9. Community Education: The PROVIDER shall participate in educating and training the community about domestic violence and available services. Presentations shall be culturally sensitive to the various individualized needs of the community.
10. Community Outreach: The PROVIDER shall develop outreach materials to inform the community about domestic violence and available services. The PROVIDER shall distribute these materials through methods that are effective for their community (i.e., local events, social media, etc.). All outreach materials shall be culturally sensitive to the various individualized needs of the community. Outreach efforts shall extend to underserved populations as defined by FVPSA 45 CFR §1370.2.

F. 24-Hour Hotline

1. The Hotline shall be available 24 hours a day, seven (7) days a week with the capability for telephone calls, online chat, and text messaging. Trained staff shall provide clients with crisis assistance, information regarding available services and referrals, screening, and preliminary assessment for intake into the shelter program. Trained staff shall provide information regarding available services and referrals to all clients, as well as preliminary safety planning , regardless of whether or not they ultimately enter the shelter program.
2. The PROVIDER shall screen and assess the appropriateness of clients and their children for domestic violence shelter services as determined by the service specifications and agency policies. The PROVIDER shall maintain documentation of screening, preliminary assessment for intake, and service referrals in the clients' files.

G. Transitional Housing

Transitional Housing Services shall provide interim housing and support services to enable the clients, with or without children, to achieve permanent housing, stability, and independence and shall include, but are not limited to:

1. Referrals to transitional housing resources
2. If resources allow, the PROVIDER may offer a transitional housing model which may include but is not limited to:
 - a. Scattered site: Subsidized rentals in the community.
 - b. Clustered site: Units in a facility owned or rented by the PROVIDER.
 - c. Communal living: Rooms in a facility owned or rented by the PROVIDER with common areas such as a living room, kitchen, and dining room.
3. All transitional housing models should include but are not limited to the following:
 - a. Duration of services.
 - b. Projected capacity.
 - c. Structure of rental subsidies, hotel vouchers, or motel vouchers, if applicable.
 - d. Safety and security measures, including house rules.
 - e. All support services available to shelter residents, as previously detailed in Section 2.2.E, shall be made available to transitional housing residents, as appropriate.

4. The PROVIDER's transitional housing model(s) capacity shall not be included in the minimum bed spaces required for the shelter, as defined in Section 2.1.D.1.
5. Transitional housing facilities shall be operational by the contract start date, unless otherwise approved by DHS per the transition plan described in Section 2.1.E.1, and in compliance with applicable local, State, and federal building, fire, safety, and health codes relating to construction, sanitation, and building maintenance.

H. Follow-Up and Outreach Services

1. Follow-up and outreach services shall be provided as agreed upon by the PROVIDER and the clients and their children. These services shall include transportation for current or former shelter clients and their children to access community, follow-up, and outreach services shall be provided.
2. Follow-up services include individual or group services at the shelter for former shelter residents as part of a service plan developed upon their discharge from the shelter.
3. Outreach services include crisis assistance, information and referral, needs assessment, and safety planning for the clients and their children not residing in the shelter.

I. Service Delivery Coordination

1. The PROVIDER shall have the ability to collaborate with other public and private agencies that provide appropriate services and supports to help meet the needs of the clients and their children, as well as state domestic violence coalitions, tribal coalitions, and community-based organizations that primarily serve underserved populations. This includes, but is not limited to, other domestic violence shelters, client service providers, financial assistance programs, housing assistance programs, physical health and mental health service providers, batterer intervention programs, and domestic violence coalitions and task forces. This includes participation in planning, needs assessments, and responsive program development consistent with 45 CFR 1370.10(a).
2. The PROVIDER shall ensure that services are available to the clients and their children within the PROVIDER's designated geographic area of service as defined in Section 2.1.D.1.
3. The PROVIDER shall coordinate services and care at minimum, but not limited to, with the entities listed below.
 - a. Health and Mental Health Providers: The PROVIDER shall facilitate referrals for the clients and their children to health and mental health care services to meet their individualized needs. If there is a cost for the service, the client's medical insurance, if applicable, or other resources shall be explored to assist

in paying for the service. The staff shall assist the clients in understanding what kind of medical insurance the proposed physical health or mental health care provider accepts and what the clients' medical insurance covers by facilitating the clients' contact with their medical insurance providers, as needed. The PROVIDER shall offer support in the Medicaid enrollment process for survivors and their children, including referring the survivor to appropriate State Medicaid enrollment and eligibility support resources.

- b. DHS: Shelter residents are voluntary participants in the shelter program and shall not be required to participate in any support services, including treatment for mental health or substance use disorders, as a mandate to receive shelter services per FVPSA 45 CFR §1370.10(b). In the case that a family is active with CWS, VCM, or FSS and consents to sharing their information, progress, and service updates from their participation in the Domestic Violence shelter program and associated services with their CWS, VCM, or FSS caseworker, the PROVIDER shall work collaboratively with the CWS, VCM, or FSS caseworker to update their DHS Service Plan. If the PROVIDER is unable to obtain a copy of the DHS Service Plan from the CWS, VCM, or FSS caseworker, the PROVIDER shall document the attempts made to obtain the DHS Service Plan as well as any verbal or written information received from DHS regarding the clients' and their children's needs, service goals, and objectives. For clients who may be considered vulnerable adults according to the definition in §346-222, HRS, the PROVIDER shall coordinate, as appropriate, with the DHS Adult Protective and Community Services Branch (APCSB) to ensure safety planning and service delivery are consistent with protective services protocols.

J. Shelter and Services Policy and Procedures

1. The PROVIDER shall submit written procedures for the areas outlined in the list below (Intake, Assessment, Service, and Referral Procedures; Emergency Shelter Alternatives; Shelter Stay Extension; and Safety Concerns) to DHS for approval in the proposal. Upon evaluation, DHS may request changes to the submitted procedures. The Provider shall implement requested changes at the commencement of the Contract and resubmit the procedures to DHS for final approval. Upon final agreement, any changes to the procedures shall be implemented within five (5) business days.
2. Intake, Assessment, Service, and Referral Procedures: The PROVIDER shall implement written procedures regarding intake, assessment, provision of service activities, referrals for non-shelter services, completion of services by both the clients and their children, communications with clients, referral sources, and other involved providers, termination of services (discharge), documentation of services provided, and outreach and education provided to the community. Intake procedures shall include procedures for clients with pets.

3. Emergency Shelter Alternatives: The PROVIDER shall implement procedures for the limited use of Emergency Alternative Accommodations outside of the shelter facility that may be appropriate under certain circumstances. The Emergency Alternative Accommodations shall be in compliance with applicable local, State, and federal building, fire, safety, and health codes relating to construction, sanitation, and building maintenance. The policy and procedures for the use of these accommodations shall include:
 - a. Criteria for their use.
 - b. Type and location.
 - c. Projected length of stay for clients and their children.
 - d. How safety and support services shall be provided to clients and their children.
4. Shelter Stay Extension: The PROVIDER shall implement procedures that incorporate the following DHS guidance on shelter stay extensions: If a client needs more than 120 days of service (outlined as the intended length of stay in Section 2.2.A), an extension request shall be submitted to the DHS designee in writing via email at least thirty (30) days prior to the end of the 120 days. The DHS designee shall respond to the request in writing via email asking for additional information or approving or disapproving the request. If the DHS designee does not respond before the 120-day period expires, the shelter program shall not discharge the client and their children at that time. The client and their children shall continue to reside in the shelter under conditional approval of the extension request pending the final decision from the DHS designee. The request shall include, but is not limited to, the information listed below:
 - a. Client's case file number in the Client Eligibility List (CEL)
 - b. Brief summary about why the client is in shelter and their current situation
 - c. Reason more time is needed
 - d. Steps taken to address the situation
 - e. Approximately how much more time is needed to resolve the situation
5. Safety Concerns: The PROVIDER shall implement policies and procedures to address safety issues for the shelter, including:
 - a. Confidentiality of the shelter location.
 - b. Handling of client phone calls.
 - c. Possession of non-prescription and prescription medication, alcohol, and weapons.

- d. Client's and their children's medication storage (medication shall be kept in a locked storage container or cabinet within a room that is also locked).
- e. Dispensing and administering of medication (staff shall not dispense nor administer medication but shall allow clients to take their own medication and to administer their children's medication in the presence of staff, as appropriate).
- f. Conflict resolution between clients and between the clients and the staff.
- g. Disaster preparedness.
- h. Emergency and temporary shelter closure.
- i. Facility maintenance and servicing by outside companies.
- j. Policy and documentation clarifying that the PROVIDER shall have at least one staff currently certified in First Aid and Cardiopulmonary Resuscitation (CPR) on shift at the shelter at all times. Verification of current certifications shall be maintained and updated in the staff's personnel files.
- k. Facilitating arrangements for more appropriate accommodations for clients and their children who:
 - i. Present a danger to self or others.
 - ii. Refuse to comply with shelter rules governing the safety of the clients and their children or staff.

2.3 Scope of Work – General, Administrative, and Management Requirements

A. General Requirements

1. The Provider shall be qualified to perform the services solicited in this RFP in compliance with applicable State or Tribal law or regulations governing the provision, on a regular basis, of shelter, safe homes, meals, and supportive services to survivors of family violence, domestic violence, or dating violence, and their dependents.
2. The PROVIDER's staff, which shall include contracted direct service workers and subcontracted direct service workers, may be required to appear as a witness or provide evidence, including a written report or statement, in pending legal matters where DHS is a party. The PROVIDER's participation may be required in legal matters, including Family Court hearings, if requested or subpoenaed by DHS through the Department of the Attorney General (AG), or court-ordered by the

Family Court. The PROVIDER and their staff shall follow the requirements detailed below as it relates to their involvement in Family Court legal matters:

- a. If the PROVIDER receives a subpoena from an individual or entity other than DHS or the AG, then the PROVIDER shall follow its own agency's protocols and, as needed, consult with its own legal counsel. All information shall be confidential and only be disclosed in accordance with a specific court order or proper authority. The PROVIDER's response to any subpoena received from an individual or entity other than DHS or the AG, including the cost of legal counsel, is not covered as part of this contract and any costs associated with compliance cannot be compensated under this contract.
 - b. If the PROVIDER receives a request to appear or a subpoena to appear from the AG with respect to a Family Court proceeding where DHS is a party, the PROVIDER's staff shall cooperate with DHS and the AG and be prepared to testify or produce documents as requested.
 - c. If the PROVIDER receives a court order from Family Court with respect to a proceeding where DHS is a party, the PROVIDER's staff shall cooperate with the Court.
 - d. If the PROVIDER's staff is requested to appear or subpoenaed to appear by the AG, or court-ordered to appear in a legal matter where DHS is a party, to provide testimony as a lay witness to their interactions with the family who is the subject of the legal matter, then the PROVIDER shall ensure that the staff directly involved with the family shall appear.
 - e. If the PROVIDER's staff is requested to appear or subpoenaed to appear by the AG, or court-ordered to appear in a legal matter where DHS is a party, to provide opinion testimony regarding their assessments of the family who is the subject of the legal matter, then the PROVIDER shall ensure that the staff who appears shall have the requisite education, knowledge, skills, experience, and, if necessary, licensure, to be qualified as an expert in their respective area of service provision in accordance with the staff qualifications in Section 2.3.F.
 - f. The PROVIDER shall provide requested information to the Court using a format specified by DHS. When DHS has specific forms to be used, they shall be shared with the PROVIDER. Provision of requested information to the Court may include providing staff resumes, if requested.
 - g. Any court activities contemplated under this scope is subject to compensation under this Contract.
3. The PROVIDER shall not impose any income eligibility standard on clients or families as a basis for receiving services provided through this Contract.

4. The PROVIDER shall participate in quality assurance and improvement projects for research and evaluation purposes, as requested by DHS. Such activities shall include one Child and Family Service Review (CFSR) per year or per qualified staff as arranged by DHS. Qualifications of the PROVIDER's staff to participate in the CFSR shall be determined by DHS.
5. Other quality assurance and improvement activities that the PROVIDER may participate in shall include data collection and requests related to current DHS initiatives, programs, and activities. DHS may request that the PROVIDER provide records for review for these purposes.
6. The PROVIDER shall comply with all applicable federal civil rights laws and regulations, including Executive Order 14190, the Civil Rights Assurance Condition established by the Administration for Children and Families (ACF), Office of Family Violence Prevention and Services (OFVPS), pursuant to the Family Violence Prevention and Services Act.

B. Law and Rule Compliance

The Provider shall provide services in concurrence with all Hawaii Revised Statutes (HRS), with particular attention to Chapters 346, 350, and 587A; Hawaii Administrative Rules (HAR); Code of Federal Regulations, Title 45 – Public Welfare, Part 1340 – Child Abuse and Neglect Prevention and Treatment (45 CFR 1340); and DHS' policies and procedures, and the requirements of the Family Violence Prevention Services Act Grant, authorized under 42 USC Section 10401 and implemented by 45 CFR 1370.

C. Experience and Capabilities

1. Experience

The PROVIDER shall have verifiable experience in providing relevant services to clients and their children in their proposed geographic location(s) as specified in Section 2.1.D.1, Geographic Coverage of Services. The PROVIDER shall demonstrate a thorough understanding of the purpose and scope of the services provided under this Contract, as well as the necessary skills, abilities, knowledge of, and experience relating to the delivery of the proposed services.

2. Capability, Skills, and Knowledge

The PROVIDER shall have the abilities, skills, and knowledge to provide a combination of residential and community-based services to clients and their children relating to the shelter and support services provided under this Contract.

D. Quality, Language Assistance, and Accommodations

1. Quality

The PROVIDER shall provide evidence-based services and follow best practice principles to ensure quality services. Services shall be provided using a resilience focused approach, understanding the widespread impact of trauma, understanding the potential paths for recognizing the signs and symptoms of trauma in clients, children and youth, families, staff, and others involved in service provision.

2. Language Assistance

The PROVIDER shall offer linguistically appropriate services, including but not limited to the following:

- a. Offer language assistance services to clients and children with limited English proficiency (LEP) at no cost to the individual served.
- b. Document the offer of language assistance and whether the individuals declined or accepted the service.
- c. Maintain responsibility for the cost of language assistance which may be claimed as an expense in accordance with the PROVIDER's proposed budget. The PROVIDER is prohibited from requiring individuals to use their own interpreters throughout service provision.

3. Accommodations

- a. The PROVIDER shall ensure that all services are rendered in compliance with The Americans with Disabilities Act (ADA).
- b. The PROVIDER shall make every reasonable effort to assure that services are provided flexibly to accommodate services in a timely manner.
- c. The PROVIDER shall prohibit harassment and discrimination based on race, color, creed, religion, sex, national origin, age, sexual orientation, and physical or mental disability (including serious mental illness and substance use disorder), per Title VII of the Civil Rights Act, FVPSA 45 CFR §1370.2; FVPSA 45 CFR §1370.3(a)(9), FVPSA 45 CFR §1370.10(b)(10), FVPSA 42 U.S.C §10406(c)(2)(A), 42 U.S.C. §§ 12101, 42 U.S.C. §§ 3601, and 29 U.S.C. § 794.

E. Coordination and Administrative Activities**1. Service Continuity**

- a. The PROVIDER shall assure and be responsible for the continuity of services in the event of staff illness, medical emergencies, vacancies, or other situations that might otherwise result in reduced program services.
- b. The PROVIDER shall ensure appropriate service transitions to other provider(s), as applicable, when the Contract ends.

F. Personnel Requirements**1. Staff Qualifications**

The PROVIDER shall ensure that:

- a. All staff, volunteers, and contracted personnel have the educational qualifications, work experience, necessary training, and appropriate certification and license, as applicable, to fulfill their job position requirements and provide the contracted service activities.
- b. All staff, volunteers, and contracted personnel are at least 18 years old.
- c. Staff, volunteers, and contracted personnel demonstrate willingness to work with others, including clients coping with multiple issues.
- d. Volunteers shall be under the control and direction of the PROVIDER even though they are not paid staff or contracted personnel.
- e. Supervision over program activities and staff, volunteers, and contracted personnel shall be provided by an individual with a minimum of a bachelor's degree in social work, psychology, or any relevant behavioral health field and at least two (2) years of work experience in the domestic violence or related field. Supervision shall include, but not be limited to, periodic observation of service delivery, case reviews, individual staff, volunteer, and contract personnel supervision, and ongoing evaluation of program effectiveness and outcome measures.
- f. Staff, volunteers, and contracted personnel who provide for the physical and emotional needs of shelter residents and who advocate on their behalf shall have at minimum a high school diploma or equivalent and one (1) year of work experience in the domestic violence field or with a related target group and children. Two (2) years of work experience is preferred.
- g. Staff who do not meet the experience requirements must have at least six (6)

months of work experience in the domestic violence field or with a related target group and complete the following prior to independently providing direct services:

- i. Initial training;
 - ii. Eighty (80) hours of shadowing a qualified staff member in the same position;
 - iii. Forty (40) hours of being shadowed by a qualified staff member in the same position; and
 - iv. Enhanced six (6) months training and close supervision plan submitted to DHS Designee within the first week of the employment.
- h. Verification of education and work experience shall be maintained in the staff, volunteers, and contracted personnel files.

2. Staff Qualification Waivers

- a. If a job applicant does not meet the education, work experience, or training qualifications for a specific position and the PROVIDER recommends hiring the applicant, a written request for a waiver of the qualifications shall be submitted to DHS via email and include the following attachments:
 - i. A fully completed Waiver Request Form in a format approved by DHS
 - ii. Agency's current job description
 - iii. Applicant's resume
- b. The request shall include:
 - i. The name of the applicant and their qualifications
 - ii. The reason for the PROVIDER's request and the justification for hiring the applicant
 - iii. The PROVIDER's plan for supervision and training if the applicant were to be hired.

- 3. DHS shall respond in writing via email asking for more information or approving or disapproving the waiver, including any conditions, such as the proposed plan to be implemented, that need to be met before the applicant can be hired. The PROVIDER shall not hire an applicant requesting a waiver without prior approval from DHS.

G. Background Checks

1. The PROVIDER shall conduct an initial criminal history record check, CWS Central Registry Check, and sex offender check for all staff, volunteers, and contracted personnel who will be working under the contract, especially those providing shelter and support services, which necessitates close proximity to the clients and children.
2. The PROVIDER shall search <https://ecrim.ehawaii.gov/ahewa/login.do> (Adult Criminal Conviction Information System, Hawaii Criminal Justice Data Center), search www.nsopw.gov (National Sex Offender Registry), and search the Hawaii Sex Offender Registry at <https://sexoffenders.ehawaii.gov/sexoffender> prior to hiring staff, volunteers, or contracted personnel or at the outset of the contract period (if not previously conducted).
3. All four checks shall be completed again one (1) year after hiring and again every two (2) years thereafter. Conditional employment in a non-direct service position may be offered for a period not to exceed 30 days pending the receipt of the results of the criminal history record check and the CWS Central Registry Check.
4. The PROVIDER shall have an established procedure to address any criminal conviction results or CWS child abuse or neglect (CAN) history results with the applicant. If after such results have been received and the PROVIDER has discussed the results with the applicant and still recommends hiring the applicant, a request for a waiver shall be submitted to DHS in writing via email. The request shall include:
 - a. The name of the applicant and their qualifications
 - b. The reasons why the PROVIDER is requesting the waiver, including the basis for the determination that such criminal conviction or CAN history does not pose a risk to the health, safety, or wellbeing of the clients and children
 - c. The PROVIDER's probationary plan to be implemented if the applicant were to be hired.
5. DHS shall respond in writing via email within 30 days asking for more information or approving or disapproving the waiver, including any conditions, such as the proposed probationary plan to be implemented, that need to be met before the applicant can be hired. The PROVIDER shall not hire a job applicant or retain an employee with a criminal conviction or CWS Central Registry history for work under the Contract without prior written approval from DHS.
6. The results of the criminal history record check, CWS Central Registry Check, and sex offender checks shall be maintained and updated in the staff, volunteers, and contracted personnel file.

7. The PROVIDER shall reference “CRIMINAL HISTORY RECORD CHECK STANDARDS and PROTECTIVE SERVICES CENTRAL REGISTRY CHECK STANDARDS (Revised 4/18/13).”
8. The PROVIDER shall assure that all staff, volunteers, and contracted personnel job applicants complete an initial tuberculosis (TB) clearance, in accordance with the Department of Health (DOH) recommendations, prior to hiring or have documentation of a negative test result within one year of the date of hire. All staff, volunteers, and contracted personnel shall complete a TB clearance annually thereafter.
 - a. The PROVIDER shall have a procedure to address any positive results from the TB clearance with the applicant in accordance with the recommendations of the DOH.
 - b. The results of the TB clearance shall be maintained and updated in the staff, volunteers, and contracted personnel file.

H. Subcontracting

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

I. Training

1. The PROVIDER shall have in place both an initial and an annual, on-going training plan for staff, volunteers, and contracted personnel. The training plan shall identify the specific trainings to be provided, the time frames in which they will be provided, and the annual minimum training hours to be completed.
2. The initial trainings shall be completed before staff, volunteers, and contracted personnel may provide direct services without direct supervision.
3. The annual, on-going training plan shall include a minimum of 12 hours of relevant training to be completed each year after the first year of employment.
4. At minimum, the initial training plan shall include the following areas:

- a. An agency orientation including, but not limited to, policies and procedures addressing:
 - i. Hotline or crisis calls.
 - ii. Screening, intake, and assessment.
 - iii. Service planning, referrals, and service completion.
 - iv. Discharge planning.
 - v. Documentation requirements.
 - vi. Respect for all individuals, with an understanding and commitment to clients and children's individualized needs
 - vii. Confidentiality and ethics. FVPSA prohibits sharing personally identifying information about clients without written, informed, and reasonably time-limited consent. (FVPSA 42 USC Section 10406(c)(5)).
 - viii. Security and safety provisions, including emergency response and disaster preparedness.
- b. Resilience focused care.
- c. Domestic Violence Training from the Hawaii State Coalition Against Domestic Violence and Member Program Service Standards.
- d. Overview of Child Welfare Services (CWS), Voluntary Case Management (VCM) Services, and Family Support Services (FSS), including:
 - i. What is child abuse and neglect.
 - ii. Mandatory reporting of child abuse and neglect.
- e. Community resources available to support client's and children's safety, independence, and wellbeing, such as, but not limited to, housing resources, financial and employment resources, physical health and mental health services, and legal support and advocacy services.
- f. Supports and services offered by DHS Benefit, Employment & Support Services Division (BESSD) and how to access them (e.g., financial assistance (TANF or TAONF), food assistance (SNAP), medical coverage (MedQUEST), employment assistance (First-to-Work, Employment and Training Program (E&T)), child care assistance, and housing assistance).

5. The staff's, volunteers', and contracted personnel's training record shall include each training topic completed, the number of hours or days of each training, each training's completion date, and each training's facilitator and shall be maintained and updated in the staff's, volunteers', and contracted personnel's files.
6. All training shall be provided by appropriately qualified and experienced trainers.

J. Dispute and Conflict Resolution Procedures

The PROVIDER shall draft and implement written dispute and conflict resolution procedures, including consulting with the CWS, VCM, or FSS caseworker, as applicable, or other referral sources, if applicable, to address disagreements with staff, volunteers, and contracted personnel, with clients and their children, and with community resources.

K. Case Files and Records

1. The PROVIDER shall maintain a case file for each referral (as defined in Section 2.1.C.3).
2. The PROVIDER shall keep files strictly confidential, pursuant to chapter 17-1601, HAR.
3. Each file shall contain basic information such as names, demographic information, addresses, phone numbers, languages spoken and any LEP concerns, any health, physical, and mental conditions or special needs, marital status, information about their relationships with the batterers, and information regarding their children. In addition, the client's children's names, demographic information, address, and any health (physical, mental, developmental) information shall be maintained in the client's file. The PROVIDER shall maintain documentation of intakes, assessments, service plans, and discharge plans in the clients' files. The PROVIDER shall also record referrals for services to other agencies and resources as well as service coordination with other providers, agencies, and resources in the clients' files. At a minimum, the client files shall include, but are not limited to, the following service information in each client file:
 - a. Copies of all referrals and service plans, including documentation that a safety plan was developed
 - b. Status reports
 - c. Communications with referral sources and other involved providers
 - d. Record of individual and group sessions the children have participated in (including the dates of attendance and the topics of discussions)
 - e. Information regarding completion of services for both the clients and their children
 - f. Record of any reportable incidents, including serious incidents threatening or

affecting the health and safety of clients or their children and grievances and service complaints, involving the clients or their children in the clients' file and forward a copy of the report to DHS.

4. The PROVIDER shall maintain and update case files during the service period, defined as the time period from intake until the last service date. The PROVIDER shall retain the files for six (6) years after the last service date.
5. The PROVIDER shall not use material from clients' files for teaching or research unless approved in writing by DHS.
6. In the event that the PROVIDER is no longer contracted to provide Domestic Violence Shelter Services or the PROVIDER is no longer operating, the PROVIDER shall develop a plan to transfer all case records, while maintaining confidentiality, and submit that plan, within three (3) months of the PROVIDER's contract end date or date of operational closure, to DHS in writing for approval.
7. The PROVIDER shall allow DHS access to any file upon request with client written, informed, and reasonably time-limited consent.
8. For PROVIDER participation in quality assurance and improvement projects for research and evaluation purposes, as requested by DHS, the PROVIDER shall allow DHS access to any file upon request with redactions and use of case file numbers as in the Client Eligibility List (CEL), as described in Section 2.3.M.8.

L. Reporting Requirements

1. The **PROVIDER** shall comply with the reporting and information-sharing requirements below and submit the following program reports in the format approved by DHS: Quarterly Shelter Bed Count Report: The PROVIDER shall complete a monthly Bed Count Report that includes the total number of beds utilized (across shelter, Emergency Alternative Accommodation, and Transitional Housing Services) and the total number of days each bed is utilized, along with the case information of the client and their children who utilized the beds. In addition, the report shall include the total number of beds (shelter only) that were not utilized by a client, as well as how many days the beds were unused.
2. Quarterly Client Eligibility List (CEL)
 - a. The PROVIDER shall report the list of clients and children served via case file numbers and information for all individuals, including age, sex, length of stay, timeframe for services, type of services utilized for each individual, and the determination of TANF Funding or TANF Transfer Funding eligibility, as applicable.
 - b. Grace periods and bed holds shall not be counted as bed days on the CEL since a client will not be in the shelter during those times.

- c. The PROVIDER shall submit the quarterly CEL in a format specified by DHS. The PROVIDER shall submit the CEL Report via email by the last day of the month following the reporting period.
- 3. Quarterly Activity Report (QAR)
 - a. The PROVIDER shall report on the clients and children served and summarize the program activities completed during the reporting period. The data reported shall include but is not limited to: the number of clients and children served, the number of services completed, the aggregate number of bed days, the accomplishments of program objectives and outcomes, the problems encountered, any program recommendations, and proposed future activities. Non-shelter services shall be reported as separate service activities. The QAR shall also document any staffing changes.
 - b. The PROVIDER shall submit the QAR in a format specified by DHS. The PROVIDER shall submit the QAR via email by the last day of the month following the reporting period.
- 4. Quarterly Limited English Proficiency (LEP) Report
 - a. The PROVIDER shall report the number of clients who were offered and who received language access services, the type of language access service provided, the type of service provider used, and the expenditures spent on language access services during the reporting period.
 - b. The PROVIDER shall complete the quarterly Limited English Proficiency (LEP) Report in the format provided by DHS. The LEP Report shall be submitted via email by the last day of the month following the reporting period.
- 5. Report Revisions: The CEL, QAR, and LEP forms and the information required to be provided on the forms may be revised during the contract period to properly capture services rendered.
- 6. Fiscal Reports
 - a. The PROVIDER shall complete the annual Budget, Monthly Expenditure Report (MER), and Invoice in the formats approved by DHS. The expenditures reported are subject to review by DHS, such as a review of all applicable receipts, to verify the amounts and the appropriateness of the reported expenditures. As part of the Invoice, the PROVIDER shall submit Performance Measure data to verify if they have met their Performance Measures for the given Contract Month (see Section 2.5.A for additional information on Performance Measures). An example of the MER and Invoice is attached.

- b. The PROVIDER shall submit the MER and invoice by the 15th of the month following the reporting period.
- c. The PROVIDER shall submit an annual budget to DHS for review and approval two (2) months before June 30th, the beginning of each of the upcoming State fiscal year.
- d. The PROVIDER shall summarize its annual projected program and personnel expenditures in the budget and report the actual expenditures of Contract funds during the reporting period for which an invoice will be submitted in the Expenditure Report. The Report shall also list other sources of funding used for the Contract and their amounts, as well as document all staff and subcontracted personnel that work under the Contract.

7. Additional Reports

In addition to any reports outlined in Section 2.3.L above that may be required in the Contract's Compensation and Payment Schedule, the PROVIDER shall furnish any additional reports or information that the State may reasonably require or request within a reasonable time frame (defined as within no later than 30 days of the request). The reports or information shall be submitted in a format approved by the State.

8. Sharing Information

- a. The PROVIDER shall share any and all information with DHS, and other parties, as applicable, at the direction or prior approval of DHS, to ensure the safety, permanency, and wellbeing of the child or youth and families served under this Contract, while adhering to all confidentiality requirements detailed herein (FVPSA prohibits sharing personally identifying information about clients without written, informed, and reasonably time-limited consent).
- b. The PROVIDER shall allow DHS or any DHS authorized representatives full access to all case files and administrative records for the purposes of program evaluation and contract monitoring.

M. Quality Assurance and Evaluation

- 1. The **PROVIDER** shall maintain throughout the contract term a system of self-appraisal for evaluating the performance quality and effectiveness of the services provided by its program.
- 2. The PROVIDER shall describe its system of self-appraisal and program evaluation in writing and submit, at least one (1) month prior to the contract start date, for approval from DHS. This system shall include, but is not limited to, issuing surveys for the areas listed below.

- a. Exit surveys for clients that have completed their stay at the shelter
 - b. Surveys on support services that clients complete
3. The evaluation process shall use credible and tested measurement tools or instruments based on industry best practices and as approved by DHS.
4. The PROVIDER shall collect data on the impact of services on the clients' and children's lives, including identifying indicators of change, which are relevant to outcomes. The data shall include the following mandatory outcomes (see Provider Service Tracking Forms Section 2.5.C):
 - a. Because of the services I received, I feel I know more about community resources (yes or no).
 - b. Because of the services I received, I feel I know more ways to plan for my safety (yes or no).
5. The PROVIDER shall include a process for implementing improvements and taking corrective action based upon the evaluation's findings.
6. The PROVIDER shall provide a copy of its evaluation documentation to DHS upon request.
7. Please note that sample admission and discharge survey forms, which are not mandatory and may be modified, are available from the Family Violence Prevention and Services Act online.
8. Supporting DHS Continuous Quality Improvement Efforts
 - a. The PROVIDER shall participate in quality assurance and improvement projects for research and evaluation purposes, as requested by DHS.
 - b. These activities may include one, week-long, quality case review, per year, per qualified staff as arranged by DHS or their designee.
 - c. Other quality assurance and evaluation activities may include data collection and requests related to current DHS initiatives, programs, and activities. The PROVIDER shall provide records for review for this purpose upon DHS's request.

N. Contract Monitoring and Evaluation

1. All contracts shall be monitored by DHS in accordance with requirements set forth by chapter 103F, HRS. Ongoing contract monitoring shall include review of program and fiscal reports and periodic assessment of service delivery and program effectiveness. In addition, annual contract monitoring may include site visits with a comprehensive evaluation of several areas, including review of the PROVIDER's

compliance with contractual requirements, agency personnel files, client files, and accounting practices. The PROVIDER shall maintain client confidentiality through the use of case file numbers when providing survivor files to DHS for contract monitoring.

2. The PROVIDER's implementation of this Contract will be monitored and evaluated through the following areas:
 - a. Quality of Services - The PROVIDER shall complete performance measurement forms described in the Scope of Services, Administrative and Management Requirements, Quality Assurance, and Evaluation sections. (See Section 2.3.M Quality Assurance Evaluation.)
 - b. Quantity of Services - The PROVIDER shall report the quantity of services rendered (See Section 2.5.C Provider Service Tracking Forms A, B, and C.)
3. Financial Management

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

O. Technology Requirements

1. The PROVIDER shall acquire and maintain technological equipment sufficient for a record keeping system that keeps all case and reporting information secure and centralized, as well as sufficient to meet all Reporting Requirements, Quality Assurance and Evaluation requirements, and Contract Monitoring and Evaluation requirements.
2. DHS is developing a new information system called the Comprehensive Child Welfare Information System (CCWIS). This system shall comply with the U. S. Code of Federal Regulations, Title 45, Chapter 13, Part 1355, §1355.52(e) as DHS is a recipient of Title IV-B and Title IV-E federal funding. When it is completed, CCWIS shall allow for two-way, non-duplicative, electronic exchange or sharing of data between the PROVIDER and DHS. This may include protected health information (PHI). This exchange or sharing of data shall allow for more expedited and comprehensive communication between DHS and the PROVIDER to support enhanced service coordination and improved outcomes for children and families as applicable to this service.
3. As CCWIS is developed and becomes fully operational, the PROVIDER shall continue to work collaboratively with DHS to accurately and efficiently exchange and share data regarding the contracted service, including information about clients and the PROVIDER's staff, in accordance with procedures for access to CCWIS and in accordance with departmental protocols for input and maintaining confidentiality of the information. As applicable to this service, the PROVIDER shall work to ensure that all data requested by DHS is submitted as instructed in the

format and by the process, and according to the timeline, provided and approved by DHS. The formats, processes, and timelines may be revised as applicable or needed during the time of performance of each Contract at DHS' discretion. The PROVIDER shall be informed about any revisions in a timely manner. DHS shall make efforts to allow the PROVIDER's input regarding these revisions; however, DHS's decisions shall prevail. Additionally, any costs in this effort shall be at the PROVIDER's expense and PROVIDER may utilize contract funding if approved by DHS.

P. Insurance Requirements

The PROVIDER shall maintain the insurance requirements throughout the contract terms as stated in the General Conditions and Special Conditions.

2.4 Compensation and Method of Payment

A. Pricing Structure Methodology

In accordance with the payment terms outlined in this section and the PROVIDER's completion of the Scope of Work as set forth in this Contract, the PROVIDER will be reimbursed as follows. The pricing structure may be reviewed and revised by mutual agreement between DHS and PROVIDER within the Contract term, as needed.

1. The pricing structure for these services is a guaranteed per diem payment for each shelter bed. These payments (outside of the potential implementation costs, described below) shall be inclusive of all services contemplated by this Contract, including but not limited to hotline operation, staffing, support services, Emergency Alternative Accommodation, Transitional Housing Services, etc.
 - a. Compensation for each shelter bed will be based on a per diem rate for the number of contractually specified shelter beds, paid monthly. Please note that the number of shelter beds in a facility is equal to the total capacity of the shelter (i.e., how many individuals can be accommodated). Payment will be made monthly for the total number of dedicated shelter beds included in the Contract, regardless of their use, to ensure their availability as needed. The monthly payment will be calculated by multiplying the per diem rate by the number of dedicated beds and the number of calendar days in the month. If DHS adds shelter beds to this Contract, these contracted shelter beds will be paid at the same guaranteed per diem rate per bed.
 - b. The PROVIDER shall not bill DHS via this Contract for any services provided that are funded through sources outside of this Contract.
2. In the case that DHS approves potential up-front payment for implementation costs to begin service provision in an adequate facility, DHS shall provide this payment separately from those payments listed above.

3. Final payment is contingent on DHS's timely receipt of all required service reports and documentation. All PROVIDER invoices shall document financial reporting in a DHS-approved manner to facilitate further reporting to federal programs.

B. Method of Compensation and Payment

1. The PROVIDER shall comply with Cost Principles, chapter 103F, HRS, Purchases of Health and Human Services, allowable expenditures of contract funding, and the information stated below. (Visit the SPO website for details - State Procurement Office | Cost Principles, chapter §103F, HRS.)
2. The PROVIDER shall submit a monthly invoice in the format specified by DHS. The invoice shall include a detailed breakout of number of occupied and unoccupied beds (separated by shelter, Emergency Alternative Accommodation, and Transitional Housing Services beds) for the reporting period. The invoice shall be submitted by the 15th of the month following the reporting period. Payment shall be made after receipt and preliminary approval of the invoice, Monthly Expenditure Report, and any other documents required by DHS. The invoice, monthly bed count report (as described in Section 2.3.L.1), and the information required to be provided may be revised during the Contract period if approved in writing by DHS.
3. The PROVIDER shall file documentation indicating who services were provided to, when services were provided, and what services were provided.
4. The PROVIDER shall not require any additional fees, including Supplemental Nutrition Assistance Program (SNAP) benefits, from clients for services provided through this contract without the prior approval of the State.
5. The PROVIDER shall not use funds received through this contract for:
 - a. Direct payments to any client or dependent of a client of domestic violence.
 - b. Services and costs for which it received compensation from other State and federal or other sources.

2.5 Performance Measures and Corrective Action Plans

A. Performance Measures

1. The PROVIDER shall be responsible for tracking and meeting the following performance measures. These performance measures and targets are the performance expectations for this Contract and will be used to assess the PROVIDER's performance. The effectiveness of the Contract shall be evaluated according to the outcomes specified in this section.
2. DHS will review the PROVIDER's reports and documentation on a monthly basis to determine if performance measures have been met. On a case-by-case basis, DHS may allow individual case(s) to be excluded from the calculation for some or all

performance measures in a given month if DHS deems that there were circumstances outside of the PROVIDER's control. The PROVIDER shall discuss any such instances with DHS and submit a written request for detailed review. Further, in the case the PROVIDER does not achieve a performance measure due to extenuating circumstances outside of their control, DHS may consider waiving the performance measure for the month. DHS reserves the right to make the final decision on all performance measure calculations.

- a. **Safety Planning:** 90% of clients that are admitted to the shelter will complete safety plans within 72 hours of admittance. Clients who decline safety planning or discharge prior to safety plan completion may be excluded from this calculation, provided there is documented evidence that safety planning was offered (see Section 2.2.E.1 for additional information on safety planning)
- b. **Supportive Services:** 90% of clients received individualized referrals to services outlined in their service plans (see Section 2.2.E.1 for additional information on service planning)
- c. **Hotline Reliability:** 100% of hotline calls (phone, online chat, and texts) result in referrals to shelter care or other appropriate non-shelter support services. Please note that hotline calls that are disconnected by the client before referrals to care or services can be provided shall be documented, submitted to DHS in writing, and excluded from this calculation (see Section 2.2.F for additional information on hotline services)
- d. **Resource Connections:** 75% of adult residents (defined as adults completing a stay longer than 72 hours) that complete an exit survey report an increased knowledge of community resources (see Section 2.3.M.4 for additional information on exit survey requirements)
- e. **Timely and Accurate Reporting:** 100% of all required program and fiscal reports must be submitted to DHS by the specified deadlines and in the format approved by DHS. This includes, but is not limited to, the Weekly Bed Census Report, Monthly Shelter Bed, Emergency Alternative Accommodation Bed, and Transitional Housing Services Bed Count Report, the QAR, the LEP report, the CEL report, the MER and invoice (see Sections 2.3.L and 2.5.C, "Provider Service Tracking Forms A, B, and C" for additional information)

B. Corrective Actions and Payment Withholds

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

Performance will be assessed against the requirements outlined in this Scope of Work and the final terms of this Contract. Determination of a non-satisfactory performance is at the discretion of the STATE.

2. It is the intent of DHS to remedy any non-performance through collaboration and discussions with the PROVIDER. If the PROVIDER fails to meet requirements set forth in the Contract, and initial corrective action efforts to rectify the situation are unsuccessful, then the STATE will provide the PROVIDER with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The STATE will provide written notice of non-compliance to the PROVIDER within fourteen (14) calendar days of the STATE's discovery of such non-compliance.
3. Corrective Actions
 - a. If the STATE determines that the PROVIDER is not performing to the satisfaction of the STATE, has not completed a deliverable in a satisfactory manner or within the timeframe defined for the deliverable, or upon written request by the STATE for any reason, the PROVIDER shall submit, within fourteen (14) business days of the STATE's written notice of non-compliance, a Corrective Action Plan (CAP). The nature of the corrective action(s) will depend upon the nature, severity, and duration of the deficiency and repeated nature. Severity shall be determined by the STATE, in its sole discretion.
 - b. At a minimum, the CAP shall address the causes of the deficiency, the impacts and the measures being taken or recommended to remedy the deficiency, and whether the solution is permanent or temporary. It must also include a schedule showing when the deficiency will be remedied, and when the permanent solution will be implemented, if appropriate.
4. Payment Withholds
 - a. Beginning the month in which a CAP is required, the STATE may withhold up to 10% of the following month's invoice and all subsequent billing until the CAP is completed to the satisfaction of the STATE. When the CAP is completed and the proposed remedy is implemented to the satisfaction of the STATE, all monies withheld shall be returned to the PROVIDER within 30 days. Should the CAP not be submitted as required or should the remedy not be implemented within the time frame specified by the CAP, the PROVIDER may forfeit withheld monies. In addition, the STATE reserves the right to pursue appropriate legal recourse for damages it sustains because of this failure to perform.
 - b. The PROVIDER and the STATE shall schedule regular meetings, at a cadence to be determined by the STATE, to discuss the PROVIDER's performance on

the CAP. The PROVIDER is required to show satisfactory progress towards milestones and otherwise provide information that can be used to show that performance is satisfactory. Scheduling of review meetings shall be agreed upon mutually between PROVIDER and the STATE.

C. Provider Service Tracking Forms A, B, and C

The contracted PROVIDER shall capture the data specified in Provider Service Tracking Forms A, B, and C and report it in the QAR (See Section 2.3.L.1.d). This information is intended to track and report on service provision across the life of the contract. The forms identify the requested data category in each row (e.g. number of clients, hotline calls, etc.) and the column denotes the placement type (including shelter, Emergency Alternative Accommodation, and Transitional Housing Services) in which that data is being recorded. Placement types are defined in Section 2.1.B.3. The forms are as follows:

<u>FORM A: PEOPLE SERVED</u>	QUARTERLY PROVIDER SERVICE TRACKING			
	Shelter	Emergency Alternative Accommodation	Transitional Housing Services	Total
A. Total # of people served (unduplicated)				
1. Women				
2. Men				
3. Total children:				
a. Girls				
# of girls who are survivors of youth intimate partner violence (IPV)				
b. Boys				
# of boys who are survivors of youth IPV				
4. Not specified- adult				
5. Not specified- child/youth				
B. Total # of people served in support services, excluding hotline only (unduplicated)				
1. Women				
2. Men				
3. Total children:				
a. Girls				
# of girls who are survivors of youth IPV				
b. Boys				
# of boys who are survivors of youth IPV				
4. Not specified- adult				
5. Not specified- child/youth				
C. Total age group (unduplicated)				
1. 0 - 12 years				

<u>FORM A: PEOPLE SERVED</u>	QUARTERLY PROVIDER SERVICE TRACKING			
	Shelter	Emergency Alternative Accommodation	Transitional Housing Services	Total
2. 13 - 17 years				
3. Unknown child age				
4. 18 - 24 years				
5. 25 - 59 years				
6. 60+ years				
7. Unknown adult age				
D. Ethnicity (duplicated)				
1. African-American or Black				
2. American Indian or Alaskan Native				
3. Asian:				
a. Chinese				
b. Filipino				
c. Japanese				
d. Korean				
e. Southeast Asian				
4. Hispanic or Latino				
5. Native Hawaiian or Other Pacific Islander:				
a. Hawaiian or Part-Hawaiian				
b. Melanesian (Fijian, New Guinean, Solomon Islander, etc.)				
c. Micronesian (Chamorro, Chuukese, Palauan, Kosraean, Pohnpeian, Marshallese, etc.)				
d. Samoan				
e. Tongan				
f. Other Pacific Islander				
6. Caucasian or White				
7. Other ethnicity not listed above				
8. Unknown				
E. Special populations (duplicated)				
1. Youth Intimate Partner Violence Client				
2. LGBTQ				
3. Individuals with physical disabilities				
4. Other special needs:				
a. Physical abuse				
b. Sexual abuse				
c. Emotional abuse				
d. Substance abuse				
e. Mental health				
f. Human trafficking				

<u>FORM A: PEOPLE SERVED</u>	QUARTERLY PROVIDER SERVICE TRACKING			
	Shelter	Emergency Alternative Accommodation	Transitional Housing Services	Total
g. Known to Child Welfare Services				
h. Known to Adult Protective Services				
5. Total # with Limited English Proficiency:				
a. Chinese				
b. Micronesian (Chuukese or Marshallese)				
c. Polynesian (Hawaiian, Samoan, or Tongan)				
d. Filipino (Ilocano, Tagalog, or Visayan)				
e. Japanese				
f. Korean				
g. Spanish				
h. Southeast Asian (Laotian, Thai, Vietnamese, etc.)				
i. Other				
Total # needing language services (interpretation)				

<u>FORM B: SERVICE ACTIVITIES</u>	QUARTERLY PROVIDER SERVICE TRACKING			
	Shelter	Emergency Alternative Accommodation	Transitional Housing Services	Total
A. Total # of bed days (unduplicated)				
1. Shelter nights for single adults				
2. Shelter nights for families				
3. # of adults who stayed beyond 120 days				
4. # of bed days in Emergency Alternative Accommodations				
5. # of unmet adult requests (duplicated):				
a. Program at capacity or unavailable				
b. Criteria for admission not met (non-DV)				
c. Danger to self or others				
d. Health issues could not be addressed (describe in narrative section)				
e. Other (describe in narrative section)				
B. # of Hotline and Crisis calls received				
1. Total number of hotline/crisis calls by telephone				

<u>FORM B: SERVICE ACTIVITIES</u>	QUARTERLY PROVIDER SERVICE TRACKING			
	Shelter	Emergency Alternative Accommodation	Transitional Housing Services	Total
2. Total number of hotline/crisis calls via online chat and text messaging				
C. Support services for adults				
1. # of adult survivors receiving crisis intervention				
2. # of adult survivors receiving survivor advocacy services				
3. # of adult survivors receiving individual/group counseling or support				
4. # of outreach (non-shelter) service contacts				
5. # of information and service referrals only				
D. Support services for children				
1. # of children/youth receiving crisis intervention				
2. # of children/youth receiving survivor advocacy services				
3. # of children/youth receiving individual/group counseling or support				
E. Community Education - adult				
1. # of presentations				
2. # of participants				
F. Community Education - youth				
1. # of presentations				
a. Estimated # of participants				
2. # of youth targeted presentations & trainings				
a. Estimated # of participants				
G. Public awareness activities – general public				
1. # of presentations				
H. Criminal or Civil legal advocacy				
1. # of adult survivors receiving legal advocacy				
I. Medical Accompaniment				
1. # of adult survivors receiving medical accompaniment				
J. Transportation				
1. # of vouchers provided by the program for bus/cab fare				
2. # of referrals to outside services (no cost to program)				

1. # who know more about community resources				
2. # who know more ways to plan for their own safety				
C. # of counseling surveys completed				
1. # who know more about community resources				
2. # who know more ways to plan for their own safety				
D. # of group support surveys completed				
1. # who know more about community resources				
2. # who know more ways to plan for their own safety				
E. Outcome measures				
1. % of single adults who left to a non-abusive situation				
2. % of families who left to a non-abusive situation				
3. % of adults who developed a safety plan				
4. % of children ($\geq$ age 4) who developed a safety plan				
5. % of adults who attended individual or group session				
6. % of children ($\geq$ age 4) who attended groups				
7. % of adults who received individual services				
8. % of children ($\geq$ age 4) in individual services				
9. % of single adults or families who engaged in follow-up services after leaving the program				
10. % of individual or community outreach service requests completed				
11. # of adults or families with prior DV shelter stay(s) within the last year				

Section 3

Proposal Application Instructions

Section 3

Proposal Application Instructions

General instructions for completing the Proposal Application:

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

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

The Proposal Application is comprised of the following sections:

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

3.1 Program Overview

The Applicant shall provide the evaluators with a brief overview of its mission, the program and services being proposed, and the goals and objectives of the proposed service activities considering the assessed needs and available resources for the target population and geographic service areas identified in Sections 2.1.C and 2.1.D, respectively.

3.2 Experience, Capabilities, and Facilities

A. Experience

1. The Applicant shall possess at least three (3) years of verifiable experience in human services related to the service activities specified in Section 2.2 of this RFP.
2. The Applicant shall provide verifiable documentation demonstrating its compliance with the minimum three (3)-year experience requirement specified above. The documentation shall include the following information for each relevant contract or project:
 - a. Contract or project identification number
 - b. Name of the contracting agency.
 - c. Name, telephone number, email address, and mailing address of the contracting agency and the agency's designated point of contact.
 - d. Project title and a brief description of the services provided.
3. The Applicant shall include with its proposal a detailed narrative describing its experience providing services that address the needs of diverse individuals and communities, including the target population identified in Section 2.1.C of this RFP. The DHS reserves the right to verify the information provided by the Applicant.

B. Capabilities

The Applicant shall provide information that demonstrates its organizational and staff capabilities to deliver the proposed services as described in Sections 2.1, 2.2, and 2.3 of this RFP. The Applicant may include service outcome reports with a brief analysis of results and letters of community support as optional supporting documentation.

C. Facilities

1. The Applicant shall describe its proposed physical facility and demonstrate its suitability for delivering the proposed services as described in Section 2.2.B.
2. The Applicant shall provide the facility's physical address, a description of the available space, and information regarding ownership or leasing arrangements, as applicable.

3. The Applicant shall ensure that its facility is in compliance with the Americans with Disabilities Act (ADA) requirements and any additional accessibility accommodations necessary to serve individuals with disabilities.
4. If the Applicant does not currently have a suitable facility, the Applicant shall provide a detailed plan for securing and preparing a facility that is ready for service delivery by the contract start date.
5. Refer to Sections 2.1.E and 2.2.B of this RFP for additional requirements.

3.3 Staffing and Project Organization

A. Staffing

1. Proposed Staffing

- a. The Applicant shall describe and justify a reasonable staffing structure that is appropriate for delivering the proposed services, taking into consideration the anticipated number of individuals and families to be served and the level of services to be provided.
- b. The Applicant shall identify all positions proposed to be filled by full-time or part-time employees under the Contract and describe the roles and responsibilities associated with each position.
- c. The Applicant shall describe and justify its capacity to recruit qualified staff to deliver the proposed services, taking into consideration the anticipated number of individuals and families to be served and the level of services to be provided.

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

2. Staff Qualifications

- a. The Applicant shall provide position titles and descriptions for all staff positions directly budgeted to the Contract, including backup staff for direct service positions.
- b. Each position description shall specify the minimum education and experience qualifications required for the position. Position titles shall correspond to those listed in the Applicant's Organization Charts.
- c. The Applicant shall provide verifiable documentation that its incumbent staff possess the certifications and licenses necessary to deliver the proposed services, as applicable.

- d. Minimum qualifications shall meet the personnel requirements specified in Section 2.3.F, Personnel Requirements, and be sufficient to ensure quality service delivery.
- e. The Applicant shall describe the program accommodations and staff experience necessary to provide services to diverse populations, including the target special population identified in Section 2.1.C of this RFP.
- f. The Applicant shall demonstrate that its staff are knowledgeable about the range of community services available to the target population.

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

B. Project Organization

1. Supervision and Training

The Applicant shall describe its plan and ability to supervise, train, and provide administrative direction related to the delivery of services, as described in Sections 2.3.F and 2.3.I.

2. Organizational Charts

- a. The Applicant shall provide an organizational chart at both the organization and project levels. The organizational charts shall reflect the position of each staff member and line of responsibility/supervision, with position titles, names, education level, and full-time equivalency. The Applicant shall denote where an individual is provided by a subcontractor. The project-level organizational chart shall show where the project fits overall in the Applicant's broader organization.
- b. The Applicant shall include both the Organization-Wide Chart and the Project-Specific Chart with its proposal submission.
- c. The Applicant shall include information pertaining to vacant positions in its proposal.
- d. If awarded the Contract, the Applicant shall provide documentation of education and experience qualifications for incumbent staff and, as applicable, submit requests for criminal history or Child Welfare Services (CWS) Central Registry waivers for incumbent staff who do not already have waivers approved by the DHS. DHS may also request resumes and other relevant information regarding incumbent staff as needed.

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

3.4 Service Delivery

The Applicant shall describe a clear and practical approach to fulfilling the services and other requirements outlined in Section 2.2 of this RFP. The approach shall include, as applicable, descriptions of major service activities and tasks; clearly defined work assignments and responsibilities; logical timelines and schedules; and relevant experience providing the required services. The Applicant shall include a completed Work Plan with the Application, using the sample Work Plan and accompanying instructions provided as an attachment to this RFP.

A. Service Activities

The Applicant shall provide a detailed, comprehensive and practical plan for the delivery of services, as described in Sections 2.2.B – 2.2.G, in the following areas:

1. Shelter Services
2. Transitional Housing
3. 24-Hour Hotline
4. Support Services
 - a. Service and Safety Plan development
 - b. Case Management
 - c. Services, Benefits, and Referral Support
 - d. Survivor Advocacy
 - e. Legal Advocacy
 - f. Crisis Intervention
 - g. Group Sessions
 - h. Services for Children, including:
 - 1) Assessment
 - 2) Individual or Group Sessions
 - 3) Survivor Advocacy
 - 4) Crisis Intervention
5. Community Education
6. Community Outreach

B. General, Administrative, and Management Requirements

1. The Applicant shall submit information that demonstrates its understanding and ability to comply with all applicable laws and rules described in Sections 2.3.B.
2. The Applicant shall submit information that demonstrates its understanding and ability to coordinate with the DHS and comply with the administrative activities described in Section 2.3.E.

3. The Applicant shall submit information that demonstrates its understanding and ability to respond to requests in legal proceedings as described in Section 2.3.A.2 of this RFP, including a description of its internal protocols for such situations.
4. The Applicant shall submit information that demonstrates its understanding and ability to carry out quality assurance and evaluation activities as described in Section 2.3.A.4.
5. The Applicant shall submit information that demonstrates its understanding and ability to comply with the accessibility and language access requirements described in Sections 2.3.D.2 and 2.3.D.3.
6. The Applicant shall submit information that demonstrates its understanding and ability to comply with the personnel requirements as described in Section 2.3.F.
7. The Applicant shall submit information that demonstrates its understanding and ability to comply with background checks as described in Section 2.3.G.
8. The Applicant shall submit information that demonstrates its understanding and ability to comply with staff training requirements as described in Section 2.3.I.
9. The Applicant shall submit information that demonstrates its understanding and ability to comply with the dispute and conflict resolution requirements as described in Section 2.3.J.
10. The Applicant shall provide information that demonstrates its understanding and ability to maintain case files and records as described in Section 2.3.K.
11. The Applicant shall provide information that demonstrates its understanding and ability to comply with the reporting requirements as described in Section 2.3.L.
12. The Applicant shall provide information that demonstrates its understanding and ability to comply with required contract monitoring and evaluations by the DHS as described in Section 2.3.N.
13. The Applicant shall provide information that demonstrates its understanding and ability to comply with the technology requirements as described in Section 2.3.O.
14. The Applicant shall provide information that demonstrates its understanding and ability to comply with the insurance requirements as described in Section 2.3.P.

C. Performance Measures

1. The Applicant shall acknowledge its understanding of the performance measures listed in Section 2.5 of the RFP.
2. The Applicant shall present its plan to achieve the performance measures listed, including a methodology for tracking and reporting these numbers on a monthly basis.

D. Work Plan

1. The Applicant shall submit a complete Work Plan outlining the staff, activities, timelines, and processes required to deliver the proposed services. (Refer to the sample Work Plan and related instructions included as an Attachment in the RFP posting).
2. The Applicant shall include a narrative identifying key assumptions that may alter the Work Plan and its strategy for addressing changes made to the Work Plan.

3.5 Financial

A. Pricing Structure: Proposed Budget

1. The Applicant shall submit a clear, detailed program budget utilizing the pricing structure designated in Section 2.4.A of this RFP. The budget shall fully support the Scope of Work, including the achievement of the Performance Measures in Section 2.5. The budget shall be in compliance with any applicable laws, regulations, and rules.

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

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

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

SPO-H-206I:	Equipment Purchases
SPO-H-206J:	Motor Vehicles

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

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

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

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

B. Other Financial Related Materials: Financial Audit

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

3.6 Attachments

A. Litigation Information

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

B. Special Conditions, Certification Regarding Lobbying

The Applicant shall read and sign the Special Conditions, Certification Regarding Lobbying (see Attachment F, Section 5 of this RFP). Completed/signed copies shall be attached to the Application.

C. Administrative Assurances

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

D. Hawaii Compliance Express Certification

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

Section 4

Proposal Evaluation

Section 4 Proposal Evaluation

4.1 Introduction

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

4.2 Evaluation Process

A. Evaluation Committee

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

B. Evaluation Phases

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

Phase 1: Evaluation of Proposal Requirements

Phase 2: Evaluation of Proposal Application

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

C. Evaluation Categories

Maximum Possible Points

<i>Mandatory Requirement</i>	<i>Pass/Fail</i>
<i>Administrative Requirements</i>	<i>Submitted/Not submitted</i>
Program Overview	0 points
Experience, Capabilities, and Facilities	10 points
Staffing and Project Organization	15 points
Service Delivery	45 points
General, Administrative, and Management	14 points
Requirements Performance Measures	3 points
Work Plan	3 points
Financial	10 points

4.3 Evaluation Criteria

A. Phase 1: Evaluation of Proposal Requirements

There are two (2) evaluation categories in Phase 1.

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

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

1. Mandatory Requirements (Pass/Fail)

- a. Experience - The Applicant shall possess at least 3 years of verifiable experience in human services providing services relevant to the service activities described in Section 2.2.
- b. The State will make a determination on whether the Applicant meets this mandatory requirement based on the Applicant's response to Section 4.3.B.2.a below.

2. Proposal Application Requirements (Submitted/Not submitted)

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

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

There are eight (8) evaluation categories in Phase 2.

<u>Evaluation Categories</u>	<u>Maximum Possible Points</u>
Program Overview	0 points
Experience, Capabilities, and Facilities	10 points
Staffing and Project Organization	15 points
Service Delivery	45 points
General, Administrative, and Management Requirements	14 points
Performance Measures	3 points
Workplan	3 points
Financial	10 points

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

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

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

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

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

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

1. Program Overview (0 points)

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

2. Experience, Capabilities, and Facilities (10 points)

a. Experience (2 points)

The Applicant possesses at least three (3) years of verifiable experience in human services related to the service activities specified in Section 2.2 and provides verifiable information for each contract/project listed.

b. Capabilities (2 points)

The Applicant demonstrates its organizational and staff capabilities, skills, and knowledge necessary to deliver the proposed services as described in Sections 2.1, 2.2 and 2.3.

c. Facilities (6 points)

The Applicant demonstrates the appropriateness and adequacy of its facilities relative to the proposed services. This includes providing key details of its facilities or plans to secure/prepare facilities for service delivery by the contract start date.

3. Staffing and Project Organization (15 Points)

The State shall evaluate the Applicant's proposed organizational structure, staffing plan, and delineation of roles and responsibilities, including the rationale for how these elements will support the effective and efficient delivery of the proposed service activities and tasks.

a. Staffing (10 points)

- i. The Applicant demonstrates that its proposed staffing levels and staff qualifications are appropriate and sufficient to support the delivery of the services outlined in Sections 2.2 and 2.3 of this RFP.
- ii. The Applicant identifies all positions proposed under the program, including full-time and part-time employees, and describes each staff member's roles and responsibilities.
- iii. The Applicant demonstrates that its proposed staff meet or exceed the minimum personnel requirements and possess the experience and qualifications necessary to serve the target population described in Section 2.1.C of this RFP, including familiarity with relevant community services and resources.

b. Project Organization (5 points)

- i. The Applicant demonstrates its capacity to supervise, train, and provide administrative direction to staff to support the effective delivery of the proposed services.
- ii. The Applicant describes a clear and comprehensive plan for staff supervision, training, and administrative direction, including the methods and procedures to be used.
- iii. The Applicant provides the required organizational charts, clearly identifying personnel assigned to the project and their reporting relationships, and demonstrates that the proposed organizational structure supports the effective delivery of the required services.

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

4. Service Activities (44 points)

- a. The Applicant has provided a detailed, comprehensive, and practical plan for the delivery of services in the following areas:
 - i. Shelter Services
 - ii. Transitional Housing
 - iii. 24-Hour Hotline
 - iv. Support Services
 - 1) Service and Safety Plan development
 - 2) Case Management
 - 3) Services, Benefits, and Referral Support
 - 4) Survivor Advocacy
 - 5) Legal Advocacy
 - 6) Crisis Intervention
 - 7) Group Sessions
 - 8) Services for Children, including:
 - a) Assessment
 - b) Individual or Group Sessions
 - c) Survivor Advocacy
 - d) Crisis Intervention
 - v. Community Education
 - vi. Community Outreach

5. General, Administrative, and Management Requirements (14 points)

- a. The Applicant demonstrates its ability to comply with all applicable laws and rules relevant to delivery of the proposed services in Section 2.
- b. The Applicant demonstrates its ability to coordinate with the DHS and comply with the administrative activities described in Section 2.3.E.
- c. The Applicant demonstrates its ability to respond to requests in legal proceedings as described in Section 2.3.A.2 of this RFP, including a description of its internal protocols for such situations.
- d. The Applicant demonstrates its ability to carry out quality assurance and evaluation activities as described in Section 2.3.A.4.
- e. The Applicant demonstrates its ability to comply with the accessibility and language access requirements described in Sections 2.3.D.2 and 2.3.D.3.
- f. The Applicant demonstrates its ability to comply with the personnel requirements as described in Section 2.3.F.
- g. The Applicant demonstrates its ability to comply with background checks as described in Section 2.3.G.
- h. The Applicant demonstrates its ability to comply with staff training requirements as described in Section 2.3.I.
- i. The Applicant demonstrates its ability to comply with the dispute and conflict resolution requirements as described in Section 2.3.J.
- j. The Applicant demonstrates its ability to maintain case files and records as described in Section 2.3.K.
- k. The Applicant demonstrates its ability to comply with the reporting requirements as described in Section 2.3.L.
- l. The Applicant demonstrates its ability to comply with required contract monitoring and evaluations by the DHS as described in Section 2.3.N.
- m. The Applicant demonstrates its ability to comply with the technology requirements as described in Section 2.3.O.
- n. The Applicant demonstrates its ability to comply with the insurance requirements as described in Section 2.3.P.

6. Performance Measures (3 points)

The Applicant demonstrates its understanding of the performance measures outlined in Section 2.5 of this RFP.

7. Workplan (3 points)

The Applicant provides a realistic and detailed work plan that outlines the necessary staffing, activities, timelines, and processes to deliver the proposed services.

8. Financial (10 points)

a. Pricing Structure: Proposed Budget (8 points)

The Applicant demonstrates that its proposed costs are reasonable and that the proposed budget adequately supports the scope of services and meets the requirements of this RFP.

b. Other Financial Related Materials (2 points)

- i. The Applicant provides the most recent audit report available.
- ii. The Applicant's past annual financial Audit demonstrates a history of financial stability and sound accounting practices.

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

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

Section 5

Attachments

ATTACHMENT A

Proposal Application Identification Form (SP0-H-200)

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

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

ATTACHMENT B

Proposal Application Checklist

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

Proposal Application Checklist

Applicant: _____

RFP No.: SSD-26-POS-9897

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

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

Authorized Signature

Date

ATTACHMENT C

Sample Proposal Application Table of Contents

Proposal Application Table of Contents

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IV.	Service Delivery	22
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VI.	Attachments	
A.	Proposal Application Identification Form	
B.	Proposal Application Checklist	
C.	Organization-Wide Chart	
D.	Program-Specific Chart	
E.	Position Descriptions	
F.	Work Plan	
G.	Annual Budget/Administrative Budget and federal documents	
H.	Financial Audit and management letters for FY26 (or FY25, if not available)	
I.	Litigation Information	
J.	Administrative Assurances	
K.	Certification Regarding Lobbying	
L.	Hawaii Compliance Express Certification	

ATTACHMENT D

CRIMINAL HISTORY RECORD CHECK STANDARDS

AND

**PROTECTIVE SERVICES CENTRAL REGISTRY
STANDARDS**

These will be included in the Contract.

DEPARTMENT OF HUMAN SERVICES
Social Services Division

CRIMINAL HISTORY RECORD CHECK STANDARDS

(Revised 4/18/13)

I. PURPOSE

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

II. STATE CRIMINAL INFORMATION SYSTEM CHECK

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

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

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

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

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

III. CONVICTION RECORDS IN HIRING AND TERMINATING DIRECT SERVICE PROVIDERS

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

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

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

5. **For CWSB Providers:** All documents shall be submitted to the CWSB Administrator. Upon receipt of the written exemption request and other required documents listed on the “Checklist for Exemption Request”, the CWSB Administrator shall convene a panel to review the request. The panel may include the CWSB Administrator or designee, the CWSB Program Development Administrator, relevant CWSB Assistant Program and Section Administrators, and anyone else deemed appropriate by the CWSB Administrator or designee.
6. The exemption panel shall consider the following:
 - a. The relevancy of the individual’s conviction record to the qualifications, functions and duties of the direct service provider position the individual wishes to fill;
 - b. Passage of time since the crime was committed; and
 - c. Any evidence of rehabilitation, such as letters from counselors or therapists attesting to a sustained improvement in the individual’s behavior, character references, and activities since conviction, such as employment.
7. A single factor may not be evidence of rehabilitation. If necessary, the panel shall request additional information from the individual seeking the exemption.
8. Individuals requesting exemptions shall be informed in writing of the panel’s decision within 45 calendar days from the date the panel receives all documents needed for a decision to be made. The panel may extend the 45-day period with cause and a written explanation to the individual seeking the exemption.
9. Individuals who are dissatisfied with the panel decisions on their exemption requests may:
 - a. Request an informal discussion with the APCS/CWSB Administrator; and/or
 - b. Appeal the panel’s decision to the CWSB Administrator.
- D. APCS clients may choose not to conduct criminal history record checks on individuals they hire on their own. Clients who choose not to have criminal history record checks shall complete form DHS 1672, “Consumer-Employer Choice Regarding Criminal History Record Check and Adult Protective Services (APS) Central Registry Check”, to acknowledge their understanding of these standards and the purpose for the checks, and their decision not to conduct criminal history record checks or APS Central Registry checks on individuals they plan to hire as direct service providers.

DEPARTMENT OF HUMAN SERVICES
PROTECTIVE SERVICES
CENTRAL REGISTRY CHECK STANDARDS

I. PURPOSE

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

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

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

II. PROTECTIVE SERVICES CENTRAL REGISTRY CHECK

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

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

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

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

APS CENTRAL REGISTRY CHECK

Notification of whether the individual requesting the information is known to the DHS to have caused the abuse of a dependent adult; and

Notification of whether the allegation of abuse is confirmed or not confirmed.

CWS CENTRAL REGISTRY CHECK

Date of CONFIRMED incident(s) of child abuse or neglect; and

Type of abuse for each incident.

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

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

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

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

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

ATTACHMENT E

General Conditions

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

These will be included in the Contract.

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

1. Representations and Conditions Precedent

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

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

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

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

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

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

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

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

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

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

2. Documents and Files

- 2.1 Confidentiality of Material.
 - 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.
- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.
- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

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

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.
- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

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

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

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

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

3.5 Personnel Requirements.

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

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

4. Modification and Termination of Contract

4.1 Modification of Contract.

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

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

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

4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

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

6. **Publicity**

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

7. **Miscellaneous Provisions**

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

- 7.7 Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. Confidentiality of Personal Information

8.1 Definitions.

8.1.1 Personal Information. "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

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

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

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

8.2 Confidentiality of Material.

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

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

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

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

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

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

8.3 Security Awareness Training and Confidentiality Agreements.

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

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

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

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

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

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

8.5 Records Retention.

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

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

ATTACHMENT F

Special Conditions

These will be included in the Contract.

Page 5-31, (Certification Regarding Lobbying) should be printed, then completed and included in the Proposal Application.

SPECIAL CONDITIONS

(Revision 8/18/2025)

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

2. **Insurance.** The following provisions are added to Section 1.4, Insurance Requirements, of the General Conditions:
 - a. The Commercial General Liability Insurance contractual requirements for general liability (GL) for an amount of no less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence and an annual aggregate amount of no less than TWO MILLION AND 00/100 DOLLARS (\$2,000,000.00).

 - b. The PROVIDER shall obtain and maintain at all times Automobile Liability Insurance for Any Auto, Non-Owned Autos, and Hired Autos used by the PROVIDER to complete the services specified in this Contract. Autos shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes (HRS), if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The insurance amount shall be no less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per accident. Prior to or upon execution of this Contract, the PROVIDER shall furnish the STATE with a Certificate of Liability Insurance verifying this insurance.

 - c. If the PROVIDER'S employees are required to use personally-owned automobiles to complete the services specified in this Contract, whether or not they transport clients, the PROVIDER shall require its employees to have a valid driver's license, obtain and maintain all Automobile Insurance as required by the laws of the State of Hawaii, and use only vehicles for which there is an Automobile Liability Insurance amount of no less than ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per accident. This Automobile Liability Insurance may come from the PROVIDER'S Automobile Liability Insurance, which should cover Non-Owned Autos, the PROVIDER'S Commercial General Liability Insurance, or the employee's own Automobile Insurance.

 - d. The PROVIDER shall obtain and maintain at all times Errors and Omissions (Professional) Liability Insurance from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, HRS, if utilizing an insurance company

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

3. Section 1.6, Reporting Requirements, of the General Conditions is revised as follows:

The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in the Compensation and Payment Schedule, of this Contract, documenting the PROVIDER'S overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred and units actually delivered in the performance of this Contract. The PROVIDER shall return any overpayments to the STATE.

4. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, all information and records about or for the clients served by this Contract as obtained by the PROVIDER from the clients, the STATE, or any other individuals or agencies, or as prepared by the PROVIDER for the STATE in compliance with this Contract, shall be confidential and not be made available to any other individuals or agencies by the PROVIDER without prior written approval of the STATE, subject to the provisions of the applicable State of Hawaii and federal statutes, including HRS and HAR.

5. **Copyright and Patent.** The following provisions are added to Section 2.2, Ownership Rights and Copyright, of the General Conditions:

No summary, report, map, chart, graph, table, study, or other document or material or discovery, invention, or development produced in whole or in part under this Contract, shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its SUBCONTRACTORS without prior written authorization from the Director. It is strictly understood that all finished or unfinished summaries, reports, maps, charts, graphs, tables, studies and other documents or materials prepared by the PROVIDER and all discoveries, inventions, and developments produced in whole or in part under this Contract, shall be the property of the STATE.

6. **Maintain Records.** In addition to Section 2.3, Record Retention, of the General Conditions.

- a. The PROVIDER shall maintain statistical, clinical, and administrative records pertaining to the services of this Contract. The records shall be subject at all reasonable times to inspection or review by the STATE or federal representatives directly connected with the program under this Contract.
- b. The PROVIDER shall retain records in the original or reproduced form for a minimum of six (6) years after the last data specified in the records.

7. **Failure to Deliver.** In addition to General Conditions, 3.5, Personnel Requirements. The PROVIDER shall secure the necessary personnel to complete the required contract

services; the PROVIDER's inability to do so shall not be an acceptable reason for its failure to complete the required contract services.

8. **Termination in General.** In addition to Section 4.2, Termination in General, of the General Conditions, Failure to complete any components of the services described in the Scope of Services shall be deemed a failure to provide the required contract services, allowing the STATE to possibly terminate this Contract. Services shall not be deemed delivered or performance completed until all components of each service are delivered and completed and accepted by the STATE. Termination under this section shall be made by a written notice sent to the PROVIDER thirty (30) working days prior to the termination date that includes a brief statement of the reason for the termination.
9. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, the party requesting an amendment, modification, alteration, revision, or extension of any term, provision, or condition of this Contract, shall allow thirty (30) calendar days for consideration and approval of the request.
10. **For Business Termination.** In addition to Section 4.2, Termination in General, of the General Conditions, if the PROVIDER ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of the rights of creditors, then at the option of the STATE this Contract, shall terminate and be of no further force and effect, and any property or rights of the STATE, tangible or intangible, shall immediately, without further notice or demand, be returned to the STATE.
11. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA).** The authorized official signing for the PROVIDER'S organization certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties. The official signing agrees that the PROVIDER'S organization shall comply with the federal terms and conditions of the funding award, as applicable.
12. The PROVIDER acknowledges and agrees that the STATE shall compensate the PROVIDER for services provided to clients referred by the STATE, other community agencies, and self-referrals, as applicable, but that nothing contained in this Contract obligates the STATE to provide any such referrals to the PROVIDER.
13. **Notice.** In addition, to #6, Notices, of the Recitals, any notice required to be given under this contract may also be emailed unless otherwise specified that it must be mailed.
14. **Option to Extend.** The STATE and the PROVIDER may agree in writing to extend the terms of this Contract in accordance with any of the following that are checked:

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

15. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify the STATE of its intent to reduce, terminate, or deny services to a STATE-referred client or family at least fourteen (14) consecutive days before the date of termination or denial of services except in cases which require immediate termination or as stated elsewhere in this Contract.
16. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond the control of either party. Such acts shall include, but not be limited to, acts of God, labor disturbances, riots, acts of war, epidemics, government regulations imposed after the fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes, or other causes beyond either party's control. The respective party shall notify the other party of the delay or failure in performance and the reason/s for the delay or failure as soon as practicable after the occurrence of such acts and request an extension of time for completion of services, reports, responses, etc. prior to the specified due date.
17. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by the STATE and shall maintain books, records, documents, and other evidence which sufficiently and properly reflect all funds received and all direct and indirect expenditures of any nature related to the PROVIDER'S performance as well as provide an adequate audit trail to support the PROVIDER'S claims for reimbursement under this Contract. The requirements for an adequate accounting system shall include, but are not limited to:
- The ability to keep all procurement and financial records accurately as required by the DHS, the State Procurement Office, and the laws of the State of Hawaii.
 - The ability to submit timely documentation of all necessary cost data on the forms required by the Contract.
 - Compliance with generally accepted accounting principles.
18. **Equipment.** If more than fifty percent (50%) of the total contract funds specified in Attachment 3, Compensation and Payment Schedule, of this Contract, and Attachment S3, Compensation Schedule are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Contract including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and an expected life of more than one year,

shall remain the property of the STATE. Following the Contract period, all equipment shall be reported in the final fiscal report to the STATE. The disposition of the equipment shall be prescribed by the STATE.

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

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

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

20. **Federal Audit Requirement.**

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

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

21. **Compliance.**

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

- a. A tax clearance certificate from the Department of Taxation and the Internal Revenue Service;
- b. A certificate of compliance from the Department of Labor and Industrial Relations;
- c. A certificate of good standing from the Department of Commerce and Consumer Affairs.
- d. In lieu of the above certificates, vendors, contractors and service providers may show

proof of compliance through the state procurement office designated certification process, the Hawaii Compliance Express (HCE).

22. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** Any SUBCONTRACTOR (also known as a lower tier participant under federal regulations) under this Contract, may be asked to sign the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions stating that neither the SUBCONTRACTOR nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract, by any federal department or agency. If a SUBCONTRACTOR is unable to certify this, an explanation shall be included in the Contract.
23. **Certification Regarding Lobbying.** The PROVIDER and any SUBCONTRACTORS shall sign and submit to the STATE the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
24. **Nondiscrimination.**
 - a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations, which effectuates Title VI of the Civil Rights Act of 1964, the PROVIDER and any SUBCONTRACTORS assure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract.
 - b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations, which effectuates Section 504 of the Rehabilitation Act of 1973, the PROVIDER and any SUBCONTRACTORS hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract.
 - c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations, which effectuates Title IX of the Educational Amendments of 1972, as well as Section 844 of the Educational Amendments of 1974, the PROVIDER and any SUBCONTRACTORS hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any educational program or activity funded under this Contract.
 - d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations, which effectuates the Age Discrimination Act of 1975, and except as may be specified in Attachment 1, Scope of Services, of this Contract, and Attachment S1, Scope of Services, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Contract.

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

- b. The DHS prohibits discrimination against any individual in recruitment, appointment, training, promotion, retention, discipline, or any other terms or conditions of a person's employment, services, or status as an applicant for employment or services.
 - c. All service providers (sub-recipients) shall be responsible for creating and maintaining a work environment that is free of all discriminatory practices including harassment, bullying, and/or retaliation for having filed a complaint.
26. **Environmental Tobacco Smoke.** The PROVIDER shall comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994. This Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18 if the services are funded by federal programs either directly or through state or local governments. Federal programs include grants, cooperative agreements, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, and Cooperative Agreements

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

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

Signature

Title

Organization

ATTACHMENT G

Administrative Assurances

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

ADMINISTRATIVE ASSURANCES

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

1. Staff Development

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

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

2. Supervision

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

3. Criminal History Record and Protective Services Central Registry Checks

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

4. Coordination of Services

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

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

5. Quality Assurance & Program Evaluation

There shall be a written quality assurance plan that addresses:

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

6. Documentation of Utilization

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

7. Minimal English and Physical Limitations

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

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

SIGNATURE

DATE

TYPE OR PRINT NAME

TITLE

ATTACHMENT H

Sample Program and Fiscal Forms

BUDGET

(Period _____ to _____)

Applicant/Provider: _____

RFP No.: _____

Contract No. (As Applicable): _____

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

REPORT OF EXPENDITURES

Provider:

Contract No:

Report Period:

EXPENDITURE CATEGORIES		CONTRACT COST					
		BUDGET	ACTUAL			BALANCE	% EXPENDED
		TOTAL CONTRACT (a)	Prior Periods to Date Cumulative (b)	Current Reporting Period (c)	Contract Period to Date b + c (d)	a - d (e)	d/a (f)
A.	PERSONNEL COST						
	1. Salaries						
	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. Subsistence/Per Diem						
	16. Supplies						
	17. Telecommunication						
	18. Transportation						
	19. Utilities						
	20. Family Assistance						
	21. Books/Subscriptions						
	22. Misc.						
	23.						
	TOTAL OTHER CURRENT EXPENSES						
C.	EQUIPMENT PURCHASES						
D.	MOTOR VEHICLE PURCHASES						
TOTAL EXPENDITURES							
CONTRACT REVENUES RECEIVED							
SOURCES OF FUNDING		DECLARATION: I DECLARE THAT THIS REPORT, INCLUDING ANY ACCOMPANYING SCHEDULES OR STATEMENTS HAS BEEN EXAMINED BY ME AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IS A TRUE, CORRECT AND COMPLETE REPORT, MADE IN GOOD FAITH, FOR THE REPORTING PERIOD(S) STATED. REPORT PREPARED BY (PLEASE TYPE OR PRINT): SIGNATURE OF PROVIDER'S AUTHORIZED OFFICIAL: _____ PHONE _____ NAME AND TITLE (PLEASE TYPE OR PRINT): _____ DATE _____					
(a) Budget Request							
(b)							
(c)							
(d)							
TOTAL REVENUE							
For State Agency Use Only							
Signature of Reviewer _____ Date _____							

EXPENDITURE REPORT

RFP No.: SSD-26-POS-9897

Provider:

Contract No:

Reporting Period:

[illegible]

BUDGET JUSTIFICATION
PERSONNEL: PAYROLL TAXES, ASSESSMENTS, AND FRINGE BENEFITS

Applicant/Provider: _____

RFP No.: _____ Period: _____ to _____

Date Prepared: _____

Contract No.: _____
(As Applicable)

TYPE	BASIS OF ASSESSMENTS OR FRINGE BENEFITS	% OF SALARY	TOTAL
PAYROLL TAXES & ASSESSMENTS:			
Social Security	As required by law	As required by law	
Unemployment Insurance (Federal)	As required by law	As required by law	
Unemployment Insurance (State)	As required by law	As required by law	
Worker's Compensation	As required by law	As required by law	
Temporary Disability Insurance	As required by law	As required by law	
SUBTOTAL:			
FRINGE BENEFITS:			
Health Insurance			
Retirement			
SUBTOTAL:			
TOTAL:			
JUSTIFICATION/COMMENTS:			

BUDGET JUSTIFICATION

PROGRAM ACTIVITIES

Applicant/Provider: _____

RFP No.: _____ Period: _____ to _____ Date Prepared: _____

Contract No. : _____
(As Applicable)

[illegible]

Sample Invoice

RFP No.: SSD-26-POS-9897

State of Hawaii
Department of Human Services
Social Services Division

INVOICE

DHS USE ONLY (Do not reduce this a

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

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

Payment Summary

For Cost Reimbursement or Fixed Rate Pricing Only:

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

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

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

Comments: _____

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

Authorized Signature: _____ Date: _____
Title: _____

DHS USE ONLY:

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

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

rev. 4/2020

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

Case Name: _____ Case Number: _____

Interpreter Needed For: _____
(Name)

Worker: _____ Unit: _____

Phone: _____ Fax: _____

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

1. ENGLISH is my primary language:	☐ YES* ☐ NO *Sign and date below.
2. ☐ I do not need an interpreter. If you do not need an interpreter go to part 4 and sign below: ☐ I need an interpreter for the following language: _____ If you need an interpreter, go to part 3, and check the box that applies to you.	
3. ☐ I want DHS to provide an interpreter at no cost to me. ☐ I do not want an interpreter provided by DHS, and I will provide my own. - I understand that DHS may secure an independent interpreter to observe my interpreter to ensure the accuracy of the communications. - I understand that the use of family or friends as interpreters may not be the most effective way to help me access the benefits and services that DHS provides. - I understand that DHS does not recommend the use of family members or friends as interpreters and prohibits the use of minors (no one under age 18) as interpreters. - I understand that if I do not want interpreter services at this time, I have the right to change my mind in the future and have DHS provide free interpreter services at that time or bring an interpreter of my choice.	
4. I have read and understand the information on this form. If I have questions or concerns, I can contact the worker listed above.	
Print Name: _____ Phone: _____	
Signature: _____ Date: _____	

Sample Bed Count Report	
Fiscal Year:	
Report Period (Month):	
Contract No.:	
Provider/Agency Name	

Monthly Shelter Bed Report

Bed Number*	Days Filled in Contract Month	Days Unfilled in Contract Month	Case Information of Client(s) Utilizing Bed**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total Monthly Bed Days:	0	0	

*Please feel free to add or remove rows based on the actual capacity of the shelter.

**Please ensure the case information aligns with the Quarterly CEL.

Emergency Alternative Accommodation Bed Report

Bed Number*	Days Filled in Contract Month	Days Unfilled in Contract Month	Case Information of Client(s) Utilizing Bed**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total Monthly Bed Days:	0	0	

*Please feel free to add or remove rows based on the actual emergency alternative accommodations capacity/utilization.

**Please ensure the case information aligns with the Quarterly CEL.

Transitional Housing Services Bed Count Report

Bed Number*	Days Filled in Contract Month	Days Unfilled in Contract Month	Case Information of Client(s) Utilizing Bed**
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
Total Monthly Bed Days:	0	0	

*Please feel free to add or remove rows based on the actual transitional housing services capacity/utilization.

**Please ensure the case information aligns with the Quarterly CEL.

SAMPLE QUARTERLY CLIENT ELIGIBILITY LIST	
Fiscal Year:	
Report Period (Quarter):	
Contract No.:	
Provider/Agency Name	

[illegible]

Proposal Rating Worksheet Overview

RFP SSD-26-POS-9897- Domestic Violence Shelter Services

I. Introduction

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

II. Process Overview

Phase 1 (Proposal Requirements)

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

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

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

Experience, Capabilities, and Facilities	
Criteria	Points
Experience	2.00
Capabilities	2.00
Facilities	6.00
MAXIMUM POSSIBLE POINTS	10.00

Staffing and Project Organization	
Criteria	Points
Staffing	10.00
Project Organization	5.00
MAXIMUM POSSIBLE POINTS	15.00

Scope of Work- Service Activities (Section 2.2)	
Criteria	Points
Shelter Services	4.00
Transitional Housing Services	4.00
Support Services	4.00
24-Hour Hotline	3.00
Service and Safety Plan Development	2.00
Case Management	3.00
Services, Benefits, and Referral Support	3.00
Survivor Advocacy	3.00
Legal Advocacy	3.00
Crisis Intervention	3.00
Group Sessions	3.00
Services for Children	4.00
Community Education	3.00
Community Outreach	3.00
MAXIMUM POSSIBLE POINTS	45.00

Scope of Work - General, Administrative, and Management Requirements (Section 2.3)	
Criteria	Points
Law and Rule Compliance	1.00
Response to Requests in Legal Proceedings	1.00
Quality Assurance Activities	1.00
Accessibility and Language	1.00
Coordination and Administrative Activities	1.00
Personnel Requirements	1.00
Background Checks	1.00
Training	1.00
Dispute and Conflict Resolution	1.00
Case Files and Records	1.00
Reporting Requirements	1.00
Contract Monitoring and Evaluation	1.00
Technology Requirements	1.00
Insurance Requirements	1.00
MAXIMUM POSSIBLE POINTS	14.00

Scope of Work - Performance Measures	
Criteria	Points
Performance Measures (Section 2.5)	3.00
MAXIMUM POSSIBLE POINTS	3.00

Scope of Work - Workplan	
Criteria	Points
Work Plan	3.00
MAXIMUM POSSIBLE POINTS	3.00

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

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

- 4 = Excellent and Significantly Exceeds Requirements - Receives 100% of sub-area's allocated points
- 3 = Exceeds Requirements - Receives 75% of sub-area's allocated points
- 2 = Meets Requirements - Receives 50% of sub-area's allocated points
- 1 = Unsatisfactory or Does Not Clearly Meet the Requirements - Receives 25% of sub-area's allocated points
- 0 = Not Addressed or Does Not Meet Requirements - Receives 0% of sub-area's allocated points

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

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

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