

THE JUDICIARY  
STATE OF HAWAII

REQUEST FOR PROPOSALS

NO. J16071

HEALTH AND HUMAN SERVICES

GIRL'S COURT THERAPIST FOR FIFTH  
CIRCUIT COURT

FOR THE PERIOD

OCTOBER 1, 2015 THROUGH JUNE 30, 2016

**NOTE:** If this solicitation document was downloaded through the internet, each applicant must register through email, providing contact information to the listed contact person in the Judiciary Contracts & Purchasing Office. Registration is essential for you to receive any addendums or other information for this solicitation. The Judiciary shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this solicitation if an offer is submitted from an incomplete solicitation document.

JULY 10, 2015

## NOTICE TO APPLICANTS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or email for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may be** rejected and not considered for award.

### **Registration**

**Submit FAX or Email to:** FAX No.: (808 ) 538-5802  
Email: [Kelly.Y.Kimura@courts.hawaii.gov](mailto:Kelly.Y.Kimura@courts.hawaii.gov)

### **Provide the following information:**

- Name of Company
- Telephone Number
- Solicitation Number
- Mailing Address
- FAX Number
- Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided.)
- Name of Contact Person
- Email Address

July 10, 2015

To: All Applicants

From: Janell M. Kim, Financial Services Director  
The Judiciary, State of Hawaii

Subject: Notice of Request for Proposals No. J16071  
Health & Human Services (103F, HRS)  
Girl's Court Program Therapist for the Fifth Circuit Court  
October 1, 2015 through June 30, 2016

The Judiciary, State of Hawaii, is requesting competitive sealed proposals from qualified applicants to provide Health & Human Services, Girl's Court Program Therapist for the Fifth Circuit Court for the period October 1, 2015 through June 30, 2016, subject to availability of funds. The proposal application and contract award procedures are in accordance with Chapter 103F, Hawaii Revised Statutes.

The attached packet of materials outlines the requirements for proposal applications. It includes the administrative requirements, service specifications, application form, and other information. This RFP is available on our Judiciary web site at <http://www.courts.state.hi.us> under "General Information / Business with the Judiciary", or from the Contracts & Purchasing Office listed below, or from the contact persons listed in the RFP Section Two - Service Specifications.

Persons or organizations must submit 4 sets (Orig. + 3 copies) of their completed proposal applications (in hard copy or in PDF format on CD) and postmarked by US Postal Service on or before **August 18, 2015** and received no later than 10 days from the submittal deadline. Hand delivered proposals

shall be received **no later than 4:00 p.m., Hawaii Standard Time, on August 18, 2015.**

Deliveries by private mail services such as FEDEX shall be considered hand deliveries. Hand deliveries shall not be accepted if received after 4:00 p.m., **August 18, 2015.**

Proposals will be received at:

The Judiciary, State of Hawaii  
Financial Services Division, Contracts & Purchasing Office  
Kauikeaouli Hale (District Court Building)  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, HI 96813-2807

**Proposals postmarked or hand delivered after the appropriate dates and times shall be considered late and rejected, and will be returned to the applicant unopened. (See Section 1.9.10 - Proposal Submittal, for postmark or hand delivery restrictions.)**

The actual funding of the contract will be based on the proposal applications submitted by the applicants and the service required by the Judiciary. The Administrative Director of the Courts reserves the right and power to award the contract in any manner which he deems to be in the best interest of the Judiciary.

The Judiciary will conduct an orientation meeting on the following date, location and time indicated:

<b>July 20, 2015</b>	<b>Kauai</b>	<b>Fifth Circuit Court</b> Pu'uhonua Kaulike Building Room: Video Conferencing Center #B003 3970 Kaana St., Lihue, Kauai, HI Contact: Marilyn Hasegawa Ph. 808-482-2495 Email: <a href="mailto:Marilyn.P.Hasegawa@courts.hawaii.gov">Marilyn.P.Hasegawa@courts.hawaii.gov</a>	<b>10:30 am – 12:00 pm</b>
----------------------	--------------	--	----------------------------

**All prospective applicants are encouraged to attend this orientation and to bring their RFP packets with them.**

Program questions may be directed to the appropriate contact persons listed in the RFP Section Two - Service Specifications. Other questions regarding this RFP may be directed to Kelly Kimura in the Contracts & Purchasing Office at 808-538-5805, or Email: [Kelly.Y.Kimura@courts.hawaii.gov](mailto:Kelly.Y.Kimura@courts.hawaii.gov)

/s/ Janell M. Kim  
Janell M. Kim  
Financial Services Director

**COMPETITIVE PURCHASE OF HEALTH & HUMAN SERVICES  
TABLE OF CONTENTS**

	<u>PAGE</u>
<b>SECTION ONE – ADMINISTRATIVE OVERVIEW</b>	
1-1	
1.1 Procurement Timetable	1-1
1.2 Website References	1-2
1.3 Authority	1-3
1.4 RFP Organization	1-3
1.5 Contracting Office	1-3
1.6 Orientation	1-3
1.7 Submission of Questions	1-4
1.8 Confidentiality of Personal Information	1-4
1.9 Submission of Proposals	1-4
1.10 Discussion with Applicants	1-6
1.11 Opening of Proposals	1-6
1.12 Additional Materials and Documentation	1-7
1.13 RFP Amendments	1-7
1.14 Final Revised Proposals	1-7
1.15 Cancellation of Request for Proposal	1-7
1.16 Costs for Proposal Preparation	1-7
1.17 Provider Participation in Planning	1-7
1.18 Rejection of Proposals	1-7
1.19 Notice of Awards	1-8
1.20 Proposals and Awards	1-8
1.21 Protests	1-9
1.22 Availability of Funds	1-10
1.23 Monitoring and Evaluation	1-10
1.24 General and Special Conditions of Contract	1-10
1.25 Cost Principles	1-10
<b>SECTION TWO – SERVICE SPECIFICATIONS</b>	
2.0.1 Introduction	2-1
2.0.2 Description and Location of Services	2-2
<b>GIRL’S COURT – FIFTH CIRCUIT COURT</b>	
2.1 GC5IC In Community Service	2.1-1
<b>SECTION THREE – PROPOSAL APPLICATION INSTRUCTIONS</b>	3-1
3.0 General Instructions	3-1
3.1 Program Overview	3-1
3.2 Experience and Capability	3-1
3.3 Project Organization and Staffing	3-2

3.4	Service Delivery	3-3
3.5	Financial	3-3
3.6	Other	3-4

**SECTION FOUR – PROPOSAL EVALUATION** 4-1

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

**SECTION FIVE – ATTACHEMENTS**

**ATTACHMENT A:** Proposal Application Checklist

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

**ATTACHMENT C:** Contract General Conditions (Pursuant to 103F, HRS)  
Special Conditions

# SECTION ONE

## ADMINISTRATIVE OVERVIEW

## SECTION ONE - ADMINISTRATIVE OVERVIEW

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

### 1.1 Procurement Timetable

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

Activity	Scheduled Date
A. Public Notice Announcing RFP	July 10, 2015
B. Distribution of RFP	July 10, 2015 – August 18, 2015
C. RFP Orientation Session(s)	July 20, 2015
D. Deadline for Submission of Applicants’ Written Questions for Written Responses	4:00 p.m. or postmarked July 22, 2015
E. Judiciary’s Response to Applicants’ Written Questions	On or about July 28, 2015
F. Discussions with Applicants Prior to Submittal Deadline (optional).	July 10, 2015 – August 18, 2015
<b>G. PROPOSAL SUBMITTAL DEADLINE</b>	<b>4:00 pm or Postmarked August 18, 2015</b>
H. Discussions with Applicants After Submittal Deadline (optional)	August 2015
I. Final Revised Proposals (optional)	August - September 2015
J. Proposal Evaluation Period	August - September 2015
K. Provider Selection and Award	August - September 2015
L. Notice of Statement of Findings and Decisions	August - September 2015
M. Contract Development	September 2015
N. Contract Start Date (tentative)	October 1, 2015

## 1.2 Website Reference

The Judiciary Website is <http://www2.hawaii.gov/jud> under “Doing Business with the Judiciary/Solicitations”.

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

### 1.3 Authority

This RFP is issued under the provisions of the Hawaii Revised Statutes, Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of the prospective applicant.

### 1.4 RFP Organization

This RFP is organized into five sections:

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

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

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

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

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

### 1.5 Contracting Office

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

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

### 1.6 Orientation

Orientation meetings for applicants will be held on the dates, at the locations and times indicated in the "Notice of Request for Proposals" on pages ii thru iii of this RFP.

**Applicants attending the orientation should bring their RFP packets with them.** Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted

and spontaneous answers provided at the orientation at the Judiciary's discretion. Verbal answers provided at the orientation are only intended as general direction and may not represent the Judiciary's position. Formal official responses will be provided in writing. To ensure a written response from the Judiciary, any questions should be submitted in writing following the close of the orientation, but no later than the date indicated in Section 1.1, Procurement Timetable, in order to generate a written Judiciary response.

## 1.7 Submission of Questions

Applicants may submit questions to the RFP Contact Person identified in the Service Specifications in SECTION TWO of this RFP. The deadline for submission of written questions and to receive written responses from the Judiciary to those questions are indicated in Section 1.1 - Procurement Timetable.

## 1.8 Confidentiality of Personal Information

Act 10 relating to personal information was enacted in the 2008 special legislative session. As a result, the Attorney General's General Conditions of Form AG Form 103F, *Confidentiality of Personal Information*, has been amended to include Section 8, regarding protection of the use and disclosure of personal information administered by the agencies and given to third parties.

## 1.9 Submission of Proposals

### 1.9.1 Forms/Formats

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

- (1) **Proposal Application Identification Form (Form SPO-H-200)** - Provides identification of the proposal. **Although a hard copy Judiciary Proposal Application Identification Form is included in Attachment B of this RFP, applicants may use the form available (and writeable) on the SPO website.**
- (2) **Proposal Application Check List** – Provides applicants with information on where to obtain the required forms; information on program specific requirements; which forms are required and the order in which all components should be assembled and submitted to the Judiciary.
- (3) **Table of Contents** - A sample table of contents for proposals is located in SECTION FIVE: ATTACHMENT B. This is sample and meant as a guide. The table of contents may vary depending on the RFP.
- (4) **Proposal Application (Form SPO-H-200A)** - A sample application showing the format of the application headings is located in SECTION FIVE, ATTACHMENT B. Applicant shall submit comprehensive narratives that addresses all of the issues

contained in the Proposal Application Instructions, including a cost proposal/budget if required. (Refer to Section 3 of this RFP)

- 1.9.2 Program Specific Requirements** - Additional program specific requirements are included in SECTION TWO, Service Specifications, and/or SECTION THREE, Proposal Application, as applicable. If Federal and/or State certifications are required, they are listed on the Proposal Application Checklist located in Section 5.
- 1.9.3 Multiple or alternate proposals** - Multiple or alternate proposals shall **not** be accepted unless specifically provided for in SECTION TWO of this RFP. In the event alternate proposals are **not** accepted and an applicant submits alternate proposals, but clearly indicates a primary proposal, it shall be considered for an award as though it were the only proposal submitted by the applicant.
- 1.9.4 Provider Compliance.** All providers shall comply with all laws governing entities doing business in the State.
- **Tax Clearance.** Pursuant to HRS §103-53, as a prerequisite to entering into contracts of \$25,000 or more, providers are required to have a tax clearance from the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). Refer to Section 1.2, Website Reference for DOTAX and IRS website address.
  - **Labor Law Compliance.** Pursuant to HRS §103-55, providers shall be in compliance with all applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety. Refer to Section 1.2, Website Reference for the Department of Labor and Industrial Relations (DLIR) website address.
  - **Business Registration.** Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations, unincorporated associations and foreign insurance companies shall be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. More information is on the DCCA website. Refer to Section 1.2, Website Reference for DCCA website address.

Providers may register with Hawaii Compliance Express (HCE) for online compliance verification from the DOTAX, IRS, DLIR, and DCCA. There is a nominal annual registration fee (currently \$12) for the service. The HCE's online "Certificate of Vendor Compliance" provides the registered provider's current compliance status as of the issuance date, and is accepted for both contracting and final payment purposes. Refer to Section 1.2, Website Reference, for HCE's website address.

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

six months from date of issue.

- 1.9.5 Wages Law Compliance** - If applicable, by submitting a proposal, the applicant certifies that the applicant is in compliance with HRS §103-55, Wages, hours, and working conditions of employees of contractors performing services. Refer to Section 1.2, Website Reference for statutes and DLIR website address.
- 1.9.6 Campaign Contributions by State and County Contractors** - HRS §11-355 prohibits campaign contributions from certain State or county government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body. Refer to Section 1.2, Website Reference for statutes and Campaign Spending Commission website address.
- 1.9.7 Confidential Information** - If an applicant believes any portion of a proposal contains information that should be withheld as confidential, the applicant shall request in writing non-disclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal.

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

- 1.9.8 Proposal Submittal** - All mail-ins shall be postmarked by the United States Postal System (USPS) and received by the Judiciary Contracts & Purchasing Office no later than the submittal deadline indicated in Section 1.1 - Procurement Timetable. All hand deliveries shall be received by the Judiciary Contracts & Purchasing Office by the date and time designated in Section 1.1 - Procurement Timetable. Proposals shall be rejected when:
- (1) Postmarked after the designated date; or
  - (2) Postmarked by the designated date but not received within 10 days from the submittal deadline; or
  - (3) If hand delivered, received after the designated date and time.
- Deliveries by private mail services such as FEDEX shall be considered hand deliveries and shall be rejected if received after the submittal deadline. Dated USPS shipping labels are not considered postmarks.

**Proposals on CD - As an option to submitting hard copies (orig. + 3) of your entire proposal, proposals may be submitted on CD (4 copies of CD) in Adobe's pdf format along with hard copies of the Proposal Application Identification Form (See SECTION FIVE: ATTACHMENT B, Form SPO-H-200).**

## **1.10 Discussions with Applicants**

- 1.10.1 Prior to Submittal Deadline** - Discussions may be conducted with potential applicants to promote understanding of the purchasing agency's requirements.
- 1.10.2 After Proposal Submittal Deadline** - Discussions may be conducted with applicants whose proposals are determined to be reasonably susceptible of being selected for an award, but proposals may be accepted without discussions, in accordance with the administrative rules (Section 3-143-403, HAR.).

### **1.11 Opening of Proposals**

Upon receipt of proposal by The Judiciary at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped, and when possible, time stamped. All documents so received shall be held in a secure place by the Judiciary and not examined for evaluation purposes until the submittal deadline.

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

### **1.12 Additional Materials and Documentation**

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

### **1.13 RFP Amendments**

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

### **1.14 Final Revised Proposals**

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked or hand delivered by the proposal submittal deadline indicated in Section 1.1 - Procurement Time Table above. Any final revised proposal postmarked or received after the designated date and time shall be rejected. If a final revised proposal is not submitted, the previous submittal shall be construed as the applicant's best and final offer/proposal. *Only the section(s) of the proposal that are amended shall be submitted by the applicant, along with the Proposal Application Identification Form (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

### **1.15 Cancellation of Request for Proposal**

The request for proposal may be canceled and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the Judiciary.

### **1.16 Costs for Proposal Preparation**

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

### **1.17 Provider Participation in Planning**

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

## 1.18 Rejection of Proposals

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

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

- A. Rejection for failure to cooperate or deal in good faith. (Section 3-141-201)
- B. Rejection for inadequate accounting system. (Section 3-141-202)
- C. Late proposals. (Section 3-143-603)
- D. Inadequate response to request for proposals. (Section 3-143-609)
- E. Proposal not responsive. (Section 3-143-610(a) (1))
- F. Applicant not responsible. (Section 3-143-610(a) (2))

## 1.19 Notice of Award

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

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

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

## 1.20 Proposals and Awards

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

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

the contract period; a failure to maintain the necessary credentials may be grounds for termination of the contract by the Judiciary.

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

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

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

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

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

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

## **1.21 Protests**

Pursuant to HRS §103F-501 and HAR Chapter 148, an applicant aggrieved by an award of a contract may file a protest. The Notice of Protest form, SPOH-801, and related forms are available on the SPO

website. Refer to Section 1.2, Website Reference for website address. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103F of the Hawaii Revised Statutes;
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103F of the Hawaii Revised Statutes; and
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

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

David Lam  
Chief Court Administrator, Fifth Circuit  
Kauai Judiciary Complex  
3970 Kaana Street, Suite 301  
Lihue, HI 96766-1283

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

## **1.22 Availability of Funds**

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

## **1.23 Monitoring and Evaluation**

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

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

**1.24 General and Special Conditions of Contract**

The general conditions that will be imposed contractually are attached (See SECTION FIVE, ATTACHMENT C). Special conditions may also be imposed contractually by the Judiciary, as deemed necessary.

**1.25 Cost Principles**

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

**END OF SECTION ONE**

# SECTION TWO

## SERVICE SPECIFICATIONS

**2.1 SVC SPEC TITLE: Girls Court Program, Fifth Circuit Court  
In-Community Services**

**2.1.1 Introduction**

**A. & B. – (SEE SECTION 2.0.1)**

**C. Description of the goals of the service**

Female juvenile offenders in the juvenile justice system exhibit high rates of mental health problems. Co-occurring disorders, histories of trauma and abuse, depression, self-mutilation, suicide attempts, substance abuse, and family conflicts are particular problems. Professional mental health services are needed for the female juvenile offenders and their families participating in the Girls Court Program. The goal is to effectively meet the mental health treatment needs of girls in the juvenile justice system through a gender-responsive and strength and family-based treatment approach, to achieve more successful outcomes in helping them learn better coping strategies, improving their behavioral and life circumstances, and reducing the likelihood of their re-offending.

**D. Description of the target population to be served**

Female juvenile offenders between the ages of 13-17 being serviced by the Fifth Circuit's Girls Court Program.

**E. Geographic coverage of service**

Service areas include the following:  
Fifth Circuit – Island of Kauai

**F. Probable funding amounts, source, and period of availability**

Probable funding amounts:

<u>FY 2016</u>	<u>FY 2017</u>	<u>FY2018</u>	<u>FY2019</u>
----------------	----------------	---------------	---------------

Funding amounts are not being stated at this time. Applicants should propose funding amounts in their proposals based on their best estimate of the cost of providing the services described in this specification.

Funding source: State general funds, Federal funds, Special funds

Period of availability: The Judiciary intends to award a multi-term contract. The aggregate term of the contract will not exceed four (4) years, e.g. October 1, 2015 to June 30, 2019 subject to the appropriation and availability of funds and

satisfactory contract performance. Funds are available for only the initial term of the contract which is for nine (9) months. All State funds are contingent on appropriations, and all Federal funds are contingent on the awarding of grant applications.

### **2.1.2 General Requirements**

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

1. The applicant shall have licenses and certificates, as applicable in accordance with federal, state, and county regulations, and comply with all applicable Hawaii Administrative Rules.
2. The applicant must have demonstrated competence or qualifications to perform the required services.
3. Preference for female therapist to work with female juvenile offenders.
4. The applicant must have an accounting system, with acceptable accounting practices and standards.
5. The proposed service must meet all required state licensing or certification standards, provide assurances of fair hearing and grievance procedures for clientele, civil rights compliance, information safeguarding practices, and provide proof of insurance coverage as applicable.
6. The applicant shall submit in a timely manner upon request by the Judiciary, any additional information needed by the Judiciary to make a decision on the applicant's proposal. The Judiciary may request an oral discussion or presentation in support of the proposal. On-site visits may be made.
7. The applicant shall comply with the Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/01/98), which can be found on the SPO website (See Section 5, POS Application Checklist, for the website address.)

#### **B. Secondary purchaser participation**

(Refer to Section 3-1143-608,HAR)

After-the-fact secondary purchases will be allowed.

#### **C. Multiple or alternate proposals**

(Refer to Section 3-143-605,HAR)

Allowed             Unallowed

**D. Single or multiple contracts to be awarded**

(Refer to Section 3-143-206,HAR)

Single             Multiple             Single and Multiple

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

**E. Single or multi-term contracts to be awarded**

(Refer to Section=149-302,HAR)

Single term (< 2 yrs)     Multi-term (>2 yrs)

A multi-term contract will be awarded based on a determination that it is in the best interest of the Judiciary. The initial term of the contract shall be for nine (9) months. Funds are available for only the initial term of the contract. The contract may be extended for another three (3) twelve (12) month periods, subject to appropriation and availability of funds and satisfactory performance of services by provider. Execution of a contract amendment is required to extend the contract for another term. If it is determined that it is not in the best interest of the Judiciary to award a multi-term contract, a single term contract will be awarded.

**F. RFP contact persons**

The individuals listed below are the points of contact from the date of release of this RFP until the selection of the winning provider. Written questions should be submitted to the RFP contact person(s) and received on or before the day and time specified in Section 1.4 (Procurement Timetable) of this RFP.

If you have any technical questions regarding the requested services, please call the following individual:

Judiciary Purchasing Office  
Kelly Kimura at (808) 538-5805            Fax: (808) 538-5802  
Email: [Kelly.Y.Kimura@courts.hawaii.gov](mailto:Kelly.Y.Kimura@courts.hawaii.gov)

If you have any programmatic questions regarding the requested services, please call the following individual:

Kauai: Program Specialist, Fifth Circuit  
Marilyn Hasegawa at (808) 482-2374 Fax: (808) 482-2442  
Email: [Marilyn.P.Hasegawa@courts.hawaii.gov](mailto:Marilyn.P.Hasegawa@courts.hawaii.gov)

### **2.1.3 Scope of Work**

The scope of work encompasses the following tasks and responsibilities:

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

##### **1. Individual and Family Therapy**

- a. Provider shall provide individual therapy on a weekly basis to female juvenile offenders identified by the Girls Court Program in need of services. The services are to help the girls address abuse or trauma issues, reduce self-injuring behaviors, identify behaviors that interfere with successful management of emotions, and develop better coping skills to deal with stresses and improve their functioning. These sessions may include the families or guardians of the Girls Court participants.
- b. Therapy sessions will be flexible with regard times and place. For the purpose of outreach, sessions may be held at the Girls Court office, or in the community, including the Girls Court participant's school, home, or out-of-home placement site.
- c. Written treatment plans and goals will be developed for each Girls Court participant accessing therapy services, utilizing a strength-based model.
- d. Provider shall be available to Girls Court participants during crisis situations as well as provide consultation to staff as needed during emergencies, including beyond regular work hours.
- e. Provider shall provide consultation to the Girls Court staff during weekly case reviews and on an as needed basis, regarding issues of concern that may affect the overall well-being of the Girls Court participants.
- f. Provider shall provide family therapy on a monthly basis to the Girls Court participants and their family to address family issues and areas of conflict.

## **2. Parent Group Sessions**

- a. Provider shall facilitate Family Group Sessions involving all families in a cohort.
- b. The purpose of the sessions is to engage the families in the Girls Court Program, as well as in the healthy development of the Girls Court participants.

## **3. Girls Group Sessions**

- a. The Girls Court participants attend bimonthly group sessions. Provider shall provide group facilitation.
- b. The purpose of the group sessions is to provide education, foster self-awareness and accountability, as well as to encourage the positive development of the Girls Court participants.
- c. Provider shall provide oversight and consultation to the Girls Court staff with respect to issues and concerns of group facilitation, in-group behavior management and follow-up to high risk disclosures.

## **4. Girls Court Activities**

- a. Provider shall provide input into the planning of, and attend and participate in the Girls Court activities. These activities are designed to address the continuum of special needs of female adolescents and include physical and emotional health, sexuality, substance abuse, education, and employment.
- b. The schedule of activities is generally once per month includes quarterly community service events with girls and parents/guardians. During the Department of Education spring break, summer and fall inter-session, academic and/or vocational activities are additionally scheduled.
- c. Provider shall work collaboratively with the Girls Court staff in all aspects of the program.

## **5. Consultation**

- a. Provider shall participate as part of the Girls Court treatment team in meetings that may be scheduled by the Department of Education, Department of Health, and/or any of the respective contracted service providers.

## **6. Documentation**

- a. After each individual and/or family therapy session, provider shall submit to the Girls Court Coordinator case notes that outline concerns and the participant's progress towards her goals. Each session is to be documented in the participant's file.
- b. If a court ordered therapy session fails to occur, provider will notify the Girls Court staff of the missed session and the reason.
- c. Provider shall maintain frequent contact with the Girls Court staff both by phone and in writing to inform them of the ongoing status of the cases.

## **B. Management Requirements (Minimum and/or mandatory requirements)**

### **1. Personnel**

- a. The applicant must have good understanding of gender-responsive principles and apply it to service delivery.
- b. The applicant shall possess and document knowledge, capacity, skills and experience in working with the targeted population.
- c. The applicant shall conduct a State and Federal fingerprint-based criminal history record check for any person, including, but not limited to any officer, employee, volunteer or subcontractor, who provides care or care placement services to vulnerable clients such as children, disabled individuals, and/or the elderly, or other program related vulnerable clients. In addition, the applicant will conduct a search of the State and National Sex Offender Registries, <http://sexoffenders.ehawaii.gov> (State Sex Offender Registry) and the [www.nsopr.gov](http://www.nsopr.gov) (National Sex Offender Public Registry). The minimum record check will be conducted once every four years for each person, and/or at the outset of the contract period if such checks have never been conducted. Further, the applicant will ensure the continued suitability of any officer, employee, volunteer or subcontractor to work or provide services to

vulnerable clients. Results of all criminal history record inquiries conducted shall be placed in the employee's or volunteer's personnel file and shall be available to Judiciary for review. The applicant further shall have a written plan for addressing any findings that result from a criminal history record check that may affect the treatment milieu (e.g. actively under the supervision of any criminal justice agency, convicted sex offenders). Prior to commencing any work or services on the contract, the applicant shall ensure that any officer, employee, volunteer or subcontractor is suitable to be performing work or services in close proximity to or with unsupervised access to children, disabled, and/or elderly clients will be of reputable and responsible character and will not pose a risk to the health, safety, security, or well-being of clients, staff and the general public.

## **2. Administrative**

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

## **3. Quality assurance and evaluation specifications**

- a. The applicant shall have a quality assurance plan which identifies the mission of the organization, what services will be provided, how they are delivered, who is qualified to deliver the services, who is eligible to receive the services, and what standards are used to assess or evaluate the quality and utilization of services.
- b. Program evaluation should reflect the documentation of the achievement of the stated goals, using tools and measures consistent with the professional standards of the disciplines involved in the delivery of services.

## **4. Output and performance/outcome measurements**

- a. Output: The applicant shall record unduplicated clients served. The unduplicated client count shall be recorded in the applicant's quarterly reports, culminating in a final unduplicated client count on the applicant's final report.

- b. Outcome: The applicant shall propose measurement tools by which effectiveness of the services may be determined, as well as utilize any provided by the Judiciary.

**5. Reporting requirements for program and fiscal data**

- a. The applicant shall submit written quarterly and year-end reports summarizing output and outcome data, performance accomplishments, challenges, and actual expenditures. Quarterly reports are due 30 days after the end of the quarter. Final reports are due 45 days after the end of each fiscal year and/or at the end of the contract period, as applicable.
- b. Reports shall consist of a statement by the applicant relating to the work accomplished during the reporting period and shall include statements of the nature of the work performed, identification of persons served by the applicant during the reporting period, identification of any immediate problems encountered during the reporting period, and any recommendations deemed pertinent by the applicant, as well as a statement of what activities are proposed to be accomplished during the next report period. In addition to the written progress reports, the applicant, upon request shall be required to meet with representatives of the Judiciary to discuss the progress of the work required.
- c. The applicant shall, at the completion of the contract period, submit a final written report to the Judiciary. The report will include documentation of the applicant's overall effort toward meeting the program goals and objectives. Furthermore, the applicant shall furnish any additional reports or information that the Judiciary may from time to time require or request.

**6. Pricing or pricing methodology to be used**

Negotiated or Fixed price.

**7. Units of service and unit rate**

<u>Service</u>	<u>Unit</u>	<u>Frequency</u>
Court Session	2 hrs./session	1 session/month
Parent Group	2 hrs./group	1 session/month
Girls Group	2 hrs./group	2 sessions/month
Individual Therapy Session	1 hr./session	4 sessions/month 5 girls
Family Therapy Session	1 hr./session	1 session/month 5 families
Treatment Team Meeting	2 hrs./mtg	1 session/month 5 girls/mo.
Staff Meeting	2 hrs./mtg	1 mtg/week
Pre-court Conference	2 hrs.conf	1 mtg/month
Activities	6 hrs./activity	1 activity/month
After hours contact (evenings & weekends)	8 hours/week	

# SECTION THREE

## PROPOSAL APPLICATION INSTRUCTIONS



## SECTION THREE PROPOSAL APPLICATION INSTRUCTIONS

### 3.0 General instructions for completing applications:

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

#### **The Proposal Application comprises the following sections:**

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

### 3.1 Program Overview

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

### 3.2. Experience and Capability

#### 3.2.1 Necessary Skills and Experience

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

### **3.2.2 Experience**

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

### **3.2.2 Quality Assurance and Evaluation**

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

### **3.2.3 Coordination of Services**

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

### **3.2.4 Facilities**

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

## **3.3 Project Organization and Staffing**

### **3.3.1 Staffing**

#### **A. Proposed Staffing**

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

#### **B. Staff Qualifications**

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

### **3.3.2 Project Organization**

#### **A. Supervision and Training**

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

#### **B. Organization Chart**

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

### **3.4 Service Delivery**

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

### **3.5 Financial**

#### **3.5.1 Pricing Structure**

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

##### **3.5.1.1 Pricing Structure Based on Negotiated Unit of Service Rate**

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

*Budget - SPO-H-205*

*Personnel - Salaries and Wages - SPO-H-206A*

*Personnel: Payroll Taxes, Assessments, and Fringe Benefits - SPO-H-206B*

*Budget Justification, Travel - Inter-Island - SPO-H-206C (If applicable)*

*Budget Justification, Travel - Out of State - SPO-H-206D (If applicable)*

*Budget Justification, Contractual Services - Administrative - SPO-H-206E (If applicable)*  
*Budget Justification, Contractual Services - Subcontracts - SPO-H-206F (If applicable)*  
*Budget Justification, Program Activities - SPO-H-206H (If applicable)*  
*Budget Justification, Equipment Purchases - SPO-H-206I (If applicable)*  
*Budget Justification, Motor Vehicle - SPO-H-206J (If applicable)*

### **3.5.1.2 Pricing Structure Based on Fixed Price**

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

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

### **3.5.2 Other Financial Related Materials**

#### **3.5.2.1 Accounting System**

In order to determine the adequacy of the applicant’s accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application (may be attached):

The most recent financial audit.

### **3.6 Other**

#### **3.6.1 Litigation**

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

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

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

**END OF SECTION THREE**

# SECTION FOUR

## PROPOSAL EVALUATION

## SECTION FOUR - PROPOSAL EVALUATION

### 4.1 Introduction

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

### 4.2 Evaluation Process

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

The evaluation will be conducted in three phases as follows:

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

#### 4.2.1 Evaluation Categories and Threshold

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

## **4.3 Evaluation Criteria**

### **4.3.1 Phase 1 - Evaluation of Proposal Requirements**

#### ***4.3.1.1 Administrative Requirements***

- Application Checklist
- Registration (if not pre-registered with the State Procurement Office)
- Certifications (as applicable)

#### ***4.3.1.2 Proposal Application Requirements***

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

### **4.3.2 Phase 2 - Evaluation of Proposal (100 Points)**

#### ***4.3.2.1 Program Overview (0 Points)***

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

#### ***4.3.2.2 Experience and Capability (20 Points)***

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

#### ***4.3.2.3 Project Organization and Staffing (15 Points)***

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

#### ***4.3.2.4 Service Delivery (55 points)***

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

#### ***4.3.2.5 Financial (10 Points)***

- A. Pricing structure based on negotiated unit of service:

*Competitiveness and reasonableness of unit of service, as applicable.*

OR

- B. Pricing structure based on fixed rate:

Applicant's proposal budget is reasonable, given program resources and operational capacity.

AND

- C. Adequacy of accounting system.

### **4.3.3 Phase 3 - Recommendation for Award**

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

**END OF SECTION**

# SECTION FIVE

# ATTACHMENTS

Attachment A – Proposal Application Checklist

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

Attachment C – Contract General Conditions (Pursuant to 103F, HR), and Special Conditions

# Attachment A

## Proposal Application Checklist

## Proposal Application Checklist

Applicant: \_\_\_\_\_

RFP No.: \_\_\_\_\_

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

Item	Reference in RFP	Format/Instructions Provided	Required by Purchasing Agency	Completed by Applicant
<i>General:</i>				
Proposal Application Identification Form (SPO-H-200)	Section 1, RFP	SPO Website	X	
Proposals Application Checklist	Section 1, RFP	Attachment A	X	
Table of Contents	Section 5, RFP	Section 5, RFP	X	
Proposal Application (SPO-H-200A)	Section 3, RFP	SPO Website	X	
Provider Compliance	Section 1, RFP	SPO Website		
Cost Proposal (Budget)				
SPO-H-205	Section 3, RFP	SPO Website	X	
SPO-H-205A	Section 3, RFP	SPO Website		
SPO-H-205B	Section 3, RFP	SPO Website		
SPO-H-206A	Section 3, RFP	SPO Website	X	
SPO-H-206B	Section 3, RFP	SPO Website	X	
SPO-H-206C	Section 3, RFP	SPO Website	If applicable	
SPO-H-206D	Section 3, RFP	SPO Website	If applicable	
SPO-H-206E	Section 3, RFP	SPO Website	If applicable	
SPO-H-206F	Section 3, RFP	SPO Website	If applicable	
SPO-H-206G	Section 3, RFP	SPO Website		
SPO-H-206H	Section 3, RFP	SPO Website	If applicable	
SPO-H-206I	Section 3, RFP	SPO Website	If applicable	
SPO-H-206J	Section 3, RFP	SPO Website	If applicable	
Certification:				
<i>Federal Certifications</i>		Section 5, RFP		
Debarment & Suspension		Section 5, RFP		
Drug Free Workplace Requirements		Section 5, RFP		
Lobbying		Section 5, RFP		
Program Fraud Civil Remedies Act		Section 5, RFP		
Environmental Tobacco Smoke		Section 5, RFP		
Program Specific Requirements:				

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# Attachment B

## Proposal Application Identification Form, Application, and Sample Table of Contents

STATE OF HAWAII  
**THE JUDICIARY**  
**PROPOSAL APPLICATION IDENTIFICATION FORM**  
**RESPONSE TO RFP NO. \_\_\_\_\_**

SVC SPEC. NO./CODE/DESCRIPTION: \_\_\_\_\_

TITLE OF APPLICANT'S PROGRAM: \_\_\_\_\_

Check one:

 INITIAL PROPOSAL APPLICATION FINAL REVISED PROPOSAL (COMPLETE ITEMS \_\_\_\_\_ - \_\_\_\_\_ ONLY)

<b>1. APPLICANT INFORMATION</b>  LEGAL NAME: _____  DBA: _____  STREET ADDRESS: _____  MAILING ADDRESS: _____	<b>2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:</b>  Name _____  Title _____  Phone# _____  Fax# _____  E-mail _____
<b>3. TYPE OF BUSINESS ENTITY</b>  <input type="checkbox"/> NON PROFIT CORPORATION <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> FOR PROFIT CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LIMITED LIABILITY COMPANY	<b>4. STATE OF INCORPORATION (if applicable)</b>  
<b>5. TAX IDENTIFICATION:</b> FEDERAL TAX ID#: _____ STATE TAX ID#: _____	
<b>6. GEOGRAPHIC AREA(S) APPLICANT IS TO SERVE</b> <input type="checkbox"/> East Hawaii'I <input type="checkbox"/> Kaua'i <input type="checkbox"/> West Hawaii'I <input type="checkbox"/> Leeward O'ahu <input type="checkbox"/> Maui <input type="checkbox"/> Central O'ahu <input type="checkbox"/> Moloka'i <input type="checkbox"/> Windward O'ahu <input type="checkbox"/> Lanai <input type="checkbox"/> Honolulu	<b>7. TARGET GROUP(S) APPLICANT IS ABLE TO SERVE</b> <input type="checkbox"/> Infants and toddlers: 0-3 years of age <input type="checkbox"/> Children: 3-5 years of age <input type="checkbox"/> Children: 5-10 years of age <input type="checkbox"/> Adolescents: 10-18 years of age <input type="checkbox"/> Adolescents & Adults: 18-21 years of age <input type="checkbox"/> Adults: 21-59+ years of age <input type="checkbox"/> Elders: 60+ years of age <input type="checkbox"/> Families <input type="checkbox"/> Other: _____
<b>8. FUNDING REQUEST:</b>  FY _____ \$ _____ FY _____ \$ _____ FY _____ \$ _____ FY _____ \$ _____ TOTAL \$ _____	<b>9. BUSINESS STATUS QUALIFICATION:</b>  <input type="checkbox"/> Application is registered with the state procurements Office. <input type="checkbox"/> Applicant is not preregistered – form SPO-H-100A and required documentation is attached
TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE     	
_____ Authorized Signature	_____ Name & Title
_____ Date	

## PROPOSAL APPLICATION

### I. Program Overview

### II. Experience and Capability

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

### III. Project Organization and Staffing

#### A. Staffing

- 1. Proposed Staffing.
- 2. Staff Qualifications

#### B. Project Organization

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

### IV. Service Delivery

### V. Financial

#### A. Pricing Structure

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

- 1. SPO-H-205 Proposal Budget for FY 2012, 2013, 2014, 2015
- 2. SPO-H-206A Budget Justification - Personnel: Salaries & Wages
- 3. SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits
- 4. SPO-H-206C Budget Justification - Travel: Interisland
- 5. SPO-H-206E Budget Justification - Contractual Services - Administrative

#### B. Other Financial Related Materials

- 1. Financial Audit for fiscal year ended June 30, 2010.

### VI. Other

#### A. Litigation

#### B. Performance and Output Measurement Tables

#### C. Program Specific Requirements

**Proposal Application  
Table of Contents**

<b>1.0</b>	<b>Program Overview .....</b>	<b>1</b>
<b>2.0</b>	<b>Experience and Capability .....</b>	<b>1</b>
	A. Necessary Skills .....	2
	B. Experience .....	4
	C. Quality Assurance and Evaluation .....	5
	D. Coordination of Services .....	6
	E. Facilities.....	6
<b>3.0</b>	<b>Project Organization and Staffing.....</b>	<b>7</b>
	A. Staffing.....	7
	1. Proposed Staffing.....	7
	2. Staff Qualifications .....	9
	B. Project Organization.....	10
	1. Supervision and Training .....	10
	2. Organization Chart (Program & Organization-wide) (See Attachments for Organization Charts	
<b>4.0</b>	<b>Service Delivery .....</b>	<b>12</b>
<b>5.0</b>	<b>Financial.....</b>	<b>20</b>
	See Attachments for Cost Proposal	
<b>6.0</b>	<b>Litigation.....</b>	<b>20</b>
<b>7.0</b>	<b>Attachments</b>	
	A. Cost Proposal	
	SPO-H-205 Proposal Budget	
	SPO-H-206A Budget Justification - Personnel: Salaries & Wages	
	SPO-H-206B Budget Justification - Personnel: Payroll Taxes and Assessments, and Fringe Benefits	
	SPO-H-206C Budget Justification - Travel: Interisland	
	SPO-H-206E Budget Justification - Contractual Services – Administrative	
	B. Other Financial Related Materials	
	Financial Audit for fiscal year ended June 30, 1996	
	C. Organization Chart	
	Program	
	Organization-wide	
	D. Performance and Output Measurement Tables	
	Table A	
	Table B	
	Table C	

Program Specific Requirements

# Attachment C

General Conditions

&

Special Conditions

## 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.

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS  
TABLE OF CONTENTS**

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

3.4.2 Contracts with other individuals and entities..... 4

3.4.3 PROVIDER’s employees and agents..... 5

3.4.4 PPROVIDER’s Responsibilites ..... 5

3.5 Personnel Requirements..... 6

3.5.1 Personnel..... 6

3.5.2 Requirements ..... 6

**4. Modification and Termination of Contract..... 6**

4.1 Modifications of Contract..... 6

4.1.1 In writing..... 6

4.1.2 No oral modification ..... 6

4.1.3 Tax clearance ..... 6

4.2 Termination in General ..... 6

4.3 Termination for Necessity or Convenience ..... 7

4.4 Termination by PROVIDER..... 7

4.5 STATE’s Right of Offset..... 7

**Indemnification ..... 7**

5.1 Indemnification and Defense ..... 7

5.2 Cost of Litigation ..... 7

**6. Publicity ..... 8**

6.1 Acknowledgment of State Support ..... 8

6.2 PROVIDER’s publicity not related to contract ..... 8

**7. Miscellaneous Provisions..... 8**

7.1 Nondiscrimination..... 8

7.2 Paragraph Headings ..... 8

7.3 Antitrust Claims ..... 8

7.4 Governing Law ..... 8

7.5 Conflict between General Conditions and Procurement Rules..... 8

7.6 Entire Contract..... 8

7.7 Severability ..... 9

7.8 Waiver..... 9

7.9 Execution in Counterparts..... 9

**8. Confidentiality of Personal Information..... 9**

8.1 Definitions..... 9

    8.1.1 Personal Information..... 9

    8.1.2 Technological Safeguards..... 9

8.2 Confidentiality of Material ..... 10

    8.2.1 Safeguarding of Material ..... 10

    8.2.2 Retention, Use, or Disclosure ..... 10

    8.2.3 Implementation of Technological Safeguards ..... 10

    8.2.4 Reporting of Security Breaches ..... 10

    8.2.5 Mitigation of Harmful Effect ..... 10

    8.2.6 Log of Disclosures ..... 10

8.3 Security Awareness Training and Confidentiality Agreements..... 10

    8.3.1 Certification of Completed Training..... 10

    8.3.2 Certification of Confidentiality Agreements ..... 10

8.4 Termination for Cause ..... 11

8.5 Records Retention..... 11

    8.5.1 Destruction of Personal Information..... 11

    8.5.2 Maintenance of Files, Books, Records ..... 11

## SPECIAL CONDITIONS

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

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

Automobile liability insurance for automobiles owned or leased by the PROVIDER and used to carry out services specified in this Contract shall be obtained from a company authorized to do business in the State, or meet Section 431:8-301, Hawaii Revised Statutes if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The combined amount shall be at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) with respect to bodily injury and to property damage. The PROVIDER's policy shall name the STATE, the State of Hawaii, and their officers and employees as additional insured. Prior to or upon execution of this Contract, the PROVIDER shall furnish the STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also expressly provide that such insurance shall not be canceled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

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

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

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