

JOSIAH K. NISHITA
County Clerk

RECEIVED



MARGARET C. CLARK
Deputy County Clerk

2019 SEP -9 AM 11:14

OFFICE OF THE COUNTY CLERK

OFFICE OF THE
COUNTY COUNCIL

COUNTY OF MAUI
200 SOUTH HIGH STREET
MAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov/county/clerk

September 9, 2019

Honorable Tasha Kama, Chair
Affordable Housing Committee
Council of the County of Maui
Wailuku, Hawaii 96793

Dear Chair Kama:

Respectfully transmitted is a copy of COUNTY COMMUNICATION NO. 19-367, from the Director of Housing and Human Concerns, that was referred to your Committee by the Council of the County of Maui at its meeting of September 6, 2019.

Respectfully,

A handwritten signature in black ink, appearing to read "Josiah K. Nishita".

JOSIAH K. NISHITA
County Clerk

/lks

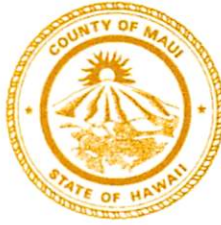
Enclosure

cc: Director of Council Services

MICHAEL P. VICTORINO
Mayor

LORI TSUHAKO
Director

LINDA R. MUNSELL
Deputy Director



RECEIVED
2019 AUG 23 AM 9:43
OFFICE OF THE MAYOR

DEPARTMENT OF HOUSING
& HUMAN CONCERNS
COUNTY OF MAUI
2200 MAIN STREET, SUITE 546
WAILUKU, MAUI, HAWAII 96793
PHONE: (808) 270-7805

August 22, 2019

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

RECEIVED
2019 AUG 26 AM 9:41
OFFICE OF THE
COUNTY CLERK

For Transmittal to:

Honorable Kelly T. King, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

[Signature]
Acting Mayor
8/23/19
Date

Dear Chair King and Members:

SUBJECT: AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES TO IMPLEMENT THE OHANA ZONE – KAHULUI AFFORDABLE HOUSING FOR HOMELESS FAMILIES

I am transmitting a proposed bill for an ordinance entitled "A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES TO IMPLEMENT THE OHANA ZONE – KAHULUI AFFORDABLE HOUSING FOR HOMELESS".

The purpose of the proposed bill for an ordinance is to authorize the Mayor to enter into an intergovernmental agreement with the State of Hawaii, Department of Human Services to implement Phase I of the Ohana Zone - Kahului Affordable Housing for Homeless Families project. This agreement outlines the respective roles and responsibilities of each party with respect to funding and providing rental housing for families transitioning out of homelessness, including case management, employment support, security, and property management.

Honorable Kelly T. King, Chair
and Members of the Maui County Council
August 22, 2019
Page 2

I respectfully request that this matter be referred to the appropriate Council committee for review, discussion, and expeditious action.

Thank you for your attention to this matter. Should you have any questions, please feel free to call me at Ext. 7805.

Sincerely,



LORI TSUHAKO, LSW, ACSW
Director of Housing and Human Concerns

Attachment

ORDINANCE NO. _____

BILL NO. _____ (2019)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HUMAN SERVICES TO IMPLEMENT THE OHANA ZONE – KAHULUI AFFORDABLE HOUSING FOR HOMELESS FAMILIES

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Purpose. The State of Hawaii, through its Department of Human Services, will provide an amount not to exceed EIGHT HUNDRED SIXTY-FOUR THOUSAND TWO HUNDRED DOLLARS (\$864,200.00) to the County of Maui through Contract No. DHS-19-GOV-0084, for the period June 15, 2019 to June 14, 2022, as more fully described in Exhibit “1”, attached hereto and incorporated herein, to implement Phase I of the Ohana Zone – Kahului Affordable Housing for Homeless Families project. The project involves the renovation/refurbishment of the former University of Hawaii Maui College dorm property to a 12-unit rental housing project intended to help address the immediate need for emergency shelter and permanent supportive housing for families transitioning out of homelessness, including case management, employment support, security and property management.

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.

SECTION 2. Council authorization. Pursuant to Section 2.20.020, Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to execute the Agreement, all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:



GARY M. MURAI
Deputy Corporation Counsel
County of Maui
LF 2019-1053



**STATE OF HAWAI'I
CONTRACT FOR HEALTH AND HUMAN SERVICES:
TRANSACTIONS EXEMPT FROM CHAPTER 103F, HRS**

This Contract, executed on the respective dates indicated below, is effective as of
June 15, 2019 between the _____
Department of Human Services
(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Director
(Title of person signing for the STATE)

whose address is: 1390 Miller Street, Room 209 Honolulu, HI 96813

and County of Maui, Department of Housing and Human Concerns
(Name of PROVIDER)

("PROVIDER"), a government entity or agency
(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer
identification numbers are as follows:

Business street address:
2200 Main Street Suite 546
Wailuku, HI 96793

Mailing address if different than business street address:

Federal employer identification number: 99-6000618

Hawai'i general excise tax number: WH-079-734-5792-01

RECITALS

1. This Contract is for a purchase of health and human services that is exempt from the requirements of chapter 103F, Hawai'i Revised Statutes, ("HRS"), because:

- this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
- this Contract is to award grants or subsidies of state funds appropriated by the legislature to a specific organization as provided in section 103F - 101(a)(1), HRS, and section 3-141-503(a)(2), Hawai'i Administrative Rules, or to award subawards and subgrants to specific organizations directed by the funding source as provided in section 3-141-503(a)(1);
- this Contract is wholly or partly funded from federal sources that conflict with the procedures and requirements established by chapter 103F, HRS, and its implementing regulations;
- this Contract is wholly or partly funded from federal sources that (1) identifies a target class of beneficiaries, (2) defines the requirements for a provider to be qualified to participate in the federal program, and (3) has the price of the provided health and human services dictated by federal law;
- this Contract is for an affiliation agreement with hospitals and other health care providers required for University of Hawaii clinical programs;
- this Contract is for the services of psychiatrists or psychologists in criminal or civil proceedings as required by a court order or by the rules of the court;
- this Contract is for a transaction covered by a written exemption from the Chief Procurement Officer for the STATE dated _____, 20_____.

2. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

3. Money is available to fund this Contract pursuant to:

(1) HMS904; Act 209, SLH 2018; Act 53, SLH 2018,
(Identify state sources)

in the amount of \$864,200.00, or
(state funding)

(2) _____,
(Identify federal sources)

in the amount of _____, or both.
(federal funding)

D. The STATE is authorized to enter into this Contract pursuant to:
Sections 346-14 and 346-63 Hawaii Revised Statutes; Act 209, SLH 2018

(Legal authority for Contracts)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

- corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- The PROVIDER is a government entity, and the undersigned representative of the PROVIDER is duly- authorized to execute contracts on behalf such government entity;
- other evidence of authority to sign:

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any relevant special condition of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

NOW, THEREFORE, in consideration of the promises contained in this Contract, the STATE and the PROVIDER agree as follows:

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. The PROVIDER shall provide the Required Services from June 15, 2019, to June 14, 2022, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated in a total amount for all required services not to exceed Eight Hundred Sixty Four Thousand Two Hundred and 00/100 DOLLARS (\$ 864,200.00), which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in attachment "3" to this Contract, which is hereby made a part of this Contract.

based upon referrals to the PROVIDER from the STATE, payment for each such referral shall be made according to Attachment "3". The STATE shall provide a minimum of _____ referrals to the PROVIDER.

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) July 31, 2022. No amendment to the PROVIDER's Final Project Report shall be considered after (date) July 31, 2022.

5. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

6. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

- 7. General and Special Conditions. The General Conditions for Health and Human Services Contracts (“General Conditions”) and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.
- 8. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid.

Notice required to be given to the STATE shall be sent to:

Hawaii State Capitol, Room 415 Honolulu, HI 96813

ATTN: Governor’s Coordinator on Homelessness

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE

By _____
(Signature)

Print Name Pankaj Bhanot

Print Title Director

Date _____

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

CONTRACT NO. DHS-19-GOV-0084

CORPORATE SEAL
(if available)

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

APPROVED AS TO FORM:

Deputy Attorney General

CONTRACT NO. _____

PROVIDER'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, 20____, before
me appeared _____
and _____, to me known, to be the
person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the
_____ and _____
of _____,
the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument
as the free act and deed of the PROVIDER.

(Notary Seal)

By _____
(Signature)
Print Name _____
Date _____
Notary Public, State of _____
My commission expires: _____

Doc. Date: _____ # Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION

**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

* **Reminder to agency:** If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

CONTRACT NO. _____

declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development¹.

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes ("HRS").

(Signature)

(Date)

(Print Name)

(Print Title)

¹ This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

SCOPE OF SERVICES
Required Services

Name of Provider: County of Maui, Department of Housing and Human Concerns
Address: 2200 Main Street, Suite 546 Wailuku, HI 96793

Name of Program: Ohana Zone – Kahului Affordable Housing for Homeless Families

Type of Program: Ohana Zone
Type of Service: Providing rental housing for Families transitioning out of homelessness, including case management, employment support, security and property management.

Time of Performance: June 15, 2019 to June 14, 2022
Amount of Contract: \$864,200.00

I. Purpose. The purpose of this Contract is to implement services related to a rental housing Program for Families transitioning out of homelessness.

II. Interchangeable Terms. The following terms are one and the same:

1. "CONTRACTOR" and "PROVIDER"
2. "STATE" and "DHS"

III. Exhibits. In addition to the Paragraph 1. Scope of Services on page 4 of the Contract Form (AG Form 103F6) as modified, this Contract shall include the following:

1. Sample Facilities Description, attached and incorporated as Exhibit A.
2. Budget Forms, attached and incorporated as Exhibit B.
3. Sample Invoice and Forms, attached and incorporated as Exhibit C.
4. Language Access Reporting Tool, attached and incorporated as Exhibit D.
5. State Special Conditions AG Form 103F14 (10/08), attached and incorporated as Exhibit E.
6. State General Conditions AG Form 103F (10/08), attached and incorporated as Exhibit F.
7. PROVIDER proposal to the STATE, attached and incorporated as Exhibit G.

IV. Definitions.

1. "Administrative Costs" means costs for general management, oversight, coordination, evaluation and reporting on contracted services. Such costs do not

include costs directly related to carrying out contracted services, since those costs are eligible as Operating Costs (see below).

2. "Continuum of Care" and "CoC" are used interchangeably in this document and mean the planning bodies required by the United States Department of Housing and Urban Development (HUD) to carry out the responsibilities defined under 24 CFR Part 578 (Homeless Emergency Assistance and Rapid Transition to Housing: Continuum of Care Program). A CoC is a group composed of representatives of organizations, including nonprofit Homeless providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, organizations that serve Homeless and formerly Homeless veterans, and Homeless and formerly Homeless persons to the extent these groups are represented within the geographic area and are available to participate. A CoC is responsible for coordinating funding, policies, strategies and activities toward ending homelessness in a designated geographic region, including but not limited to plans and oversight for use of HUD CoC funding.
3. "Coordinated Entry System" means a fair, immediate, low-barrier, person-centered process that helps communities to prioritize housing assistance based on vulnerability and severity of service needs to ensure that people who need assistance the most can receive it in a timely manner.
4. "Family" means:
 - a. Two or more persons who live or intend to live together as a unit, one of whom is a minor, under 18 years of age, related by blood, marriage, or operation of law, including foster children and hanai children; or
 - b. A person who is pregnant or in the process of securing legal custody of a minor child or children.
5. "Families" means the plural of Family.
6. "Homeless" means:
 - a. An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low income individuals); or (iii) An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

- b. **An individual or family who will imminently lose their primary nighttime residence, provided that: (i) The primary nighttime residence will be lost within 14 days of the date of application for Homeless assistance; (ii) No subsequent residence has been identified; and (iii) The individual or family lacks the resources or support networks, e.g. family, friends, faith-based or other social networks, needed to obtain other Permanent Housing.**
 - c. **Any individual or family who: (i) is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; (ii) Has no other residence; and (iii) Lacks the resources or support networks, e.g. family, friends, faith-based or other social networks, needed to obtain other Permanent Housing.**
7. **"Housing First" means an approach to quickly and successfully connect individuals and Families experiencing homelessness to Permanent Housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements. This approach is guided by the belief that people need basic necessities like food and a place to live before attending to anything less critical, such as getting a job, budgeting property, or attending to substance use issues. Additionally, Housing First is based on the theory that Participant choice is valuable in housing selection and supportive service participation, and that exercising that choice is likely to make a Participant more successful in remaining housed and improving their life.**
 8. **"Operating Costs" means non-personnel costs directly related to the operation and to the provision of contracted services.**
 9. **"Participant" means a person who receives Homeless services and is enrolled into a Homeless program.**
 10. **"Permanent Housing" means that there is no time limit on how long you can reside in the housing or receive the housing assistance. It is meant to be long-term. Permanent Housing includes but not limited to the following: rental or ownership of a home with or without ongoing housing subsidy; staying with family or friends on a permanent tenure; long-term nursing home or care facility; and permanent supportive housing projects for formerly Homeless persons.**
 11. **"Personnel Costs" mean costs incurred for operations and Social Services personnel in the provision of contracted services and include salaries and wages, payroll taxes and fringe benefits.**
 12. **"Program" refers to the Program being implemented by the provide under this contract.**
 13. **"Provider" and "Contractor" are used interchangeably in this document and**

means the organization selected by the Department of Human Services to receive funds and provide Program services under this contract.

14. "Social Services" includes but are not limited to case management, job training, housing search assistance, housing placement, assistance in obtaining mainstream entitlement benefits, counseling and referrals, education, life skills training, child care, transportation or substance abuse counseling, which may be provided directly by PROVIDER or by arrangement with other public or private service providers. Social Services shall be offered in the context of a harm reduction model of intervention.
15. "VI-SPDAT" refers to the Vulnerability Index Service Prioritization and Decision Assistance Tool, which has been adopted as a common assessment tool by the CoC.

V. Target Population. The target population for the Ohana Zone – Kahului Affordable Housing for Homeless Families (KAHHF) Program are Homeless Families with minor children on the island of Maui who are transitioning from homelessness to Permanent Housing.

VI. Program Services and Activities. PROVIDER shall develop, operate, and administer the KAHHF Program, which shall be located on 8.804 acres of land at the corner of Wahinepio Avenue and Kaahumanu Avenue, identified as Tax Map Key (2) 3-8-007:117, on the island of Maui. PROVIDER shall ensure that its staff and the staff of any sub-contractors, shall provide the following services related to the KAHHF Program:

1. Rental housing for no less than 12 Homeless Families with minor children, including a community building that shall include laundry, mail room, and office space for Program staff.
2. Property management services for the KAHHF site, including maintenance, repairs, security, rent collection, and eviction functions.
3. Case management services that include, but are not limited to, the following:
 - a. PROVIDER shall complete an initial assessment of Participant's service needs within seven (7) days of Program entry, update the assessment at least monthly, and ensure assessments are signed by the Participant, case manager, and supervisor and are dated. Assessments shall focus on Participant strengths and barriers to housing stability.
 - b. PROVIDER shall complete an initial housing plan for each Participant within seven (7) days of engagement in services, update the plan at least monthly, ensure plans are signed by the Participant, staff, and supervisor and are dated, and ensure that goals are person-centered, specific and measurable and that plans indicate who is responsible for indicated action steps and when those action steps shall occur. Plans shall specify steps to secure Permanent Housing as quickly as possible and address barriers to accessing housing and achieving housing stability.

- c. PROVIDER shall attempt to provide face-to-face case management services to all Participants at least two times per month.
- d. Case management services shall be flexible in response to Participant needs and preferences and offer a variety of meeting times, locations and services.
- e. Case notes shall document contact attempts, services provided, including activities aimed at assisting Participants to meet their housing plan goals, and efforts made to help Participants establish links to other service providers, community resources, and support from friends and family.
- f. PROVIDER shall assist Participants who require a higher level of care in securing services to enable them to remain in the KAHHF Program (e.g. home health care, personal attendant, occupational/physical/cognitive therapy and or visiting nurse services), or to access the required level of care at another Program.

VII. Program Requirements. PROVIDER, including its staff and sub-contractors, shall implement the KAHHF Program and the services as listed below and as required under this Contract:

- 1. Housing First Approach. PROVIDER shall utilize a Housing First approach that not only aims for individuals to be independently housed, but for individuals to be supported through a successful transition to independence and self-sufficiency. The Housing First approach specific for the Program shall ensure Participant choice and self-determination. In this model, individuals shall be offered individualized, Participant driven support with no defined time limits.
- 2. Low Barriers to Entry and Ongoing Program Participation. PROVIDER shall offer Homeless individuals access to Permanent Housing as appropriate without unnecessary prerequisites and shall provide ongoing access to services until Participants are stably housed. This includes, but is not limited to:
 - a. Not rejecting Participants on the basis of credit, rental history, criminal history, or other factors that might indicate a lack of "housing readiness." PROVIDER shall consider criminal history and other factors on a case-by-case basis as necessary to ensure the safety of Participants and staff.
 - b. PROVIDER shall assess Participant openness to and supporting behavioral change to assist the Participant in meeting Program health and safety expectations.
- 3. Housing Access and Retention. PROVIDER shall provide services focused on helping Participants to access Permanent Housing as rapidly as possible and preventing returns to homelessness. This includes, but is not limited to, the following:
 - a. Providing services and supports to help Participants understand and comply with lease obligations, reduce risks to stable tenancy, and prevent eviction.

- b. There are defined processes for communication and coordination across the two functions to support stable tenancy.
 - c. Those processes are designed to protect Participant confidentiality and share confidential information only as allowable and on a need to know basis only.
7. **Housing-Focused Case Management.** PROVIDER shall ensure that Participants receive housing-focused case management. This includes, but is not limited to, ensuring that:
- a. Participants receive assistance in securing and stabilizing Permanent Housing as rapidly as possible. This includes helping Participants to obtain identification and other necessary documents, complete housing applications, access financial assistance, identify and view apartments, and meet with landlords/property managers.
 - b. Participants receive assistance to achieve well-being and to prevent and manage crises.
 - c. PROVIDER shall collect, maintain, and update records of available mainstream and community resources for Program Participants. This includes community resources that can reduce burdens on income, including employment opportunities, food banks, thrift stores, low-income utility programs, and others.
 - d. Participants shall receive assistance in increasing income and assets, including:
 - i. Screening and/or assistance in obtaining screening for public benefits eligibility.
 - ii. Assistance to apply for benefits as indicated.
 - iii. Assistance to connect to a SSI/SSDI Outreach, Access, and Recovery (SOAR) trained case manager as appropriate and available.
 - iv. Assistance to connect to services, such as financial literacy, banking, budgeting, tax preparation, and credit repair.
 - v. Assistance to connect to educational and vocational services and opportunities, including literacy, GED and computer skills classes, resume development, interview coaching, mentoring, job training, higher education, job placement, and supported employment services.
 - e. PROVIDER shall have clearly defined relationships with employment and income support programs that they can connect Program Participants to when appropriate.

- f. Participants shall receive assistance in connecting to services to address health, mental health, addiction, and legal needs. This includes, but is not limited to:
 - i. Accessing health insurance and establishing linkages to primary health, specialist, dental, mental health, and addiction services as needed.
 - ii. Accessing emergency health care, mental health crisis, and/or public safety services immediately in situations that present an imminent risk to Participant or staff health and/or safety.
 - iii. Accessing legal services, including immigration, record expungement, addressing pending charges, and legal services for those fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, trafficking or other dangerous or life-threatening conditions.
- g. Participants shall receive assistance to use community resources (e.g. schools, libraries, houses of worship, grocery stores, parks, etc.).
- h. Participants shall receive assistance to access the internet, preferably through accessible computers located on-site at the Program or, when that is not possible, through linkages to accessible internet resources located in the community.
- i. Participants shall receive assistance to connect to appropriate on-going services in advance of planned discharges. This includes, as necessary, providing a warm handoff (e.g. meeting face-to-face or remotely with the Participant and service provider) and following up to evaluate Participants' satisfaction with the assistance and make adjustments.
- j. PROVIDER shall maintain a discharge summary that includes reason for a discharge, location of new residence, an assessment of ongoing service needs, and identification of service providers to whom referrals were provided. Discharge summaries shall be signed by the Participant, case manager, and supervisor and dated.
- k. Participants shall be informed when their case is closed and about how they can access assistance from the Program again, if needed, and what kind of follow-up assistance may be available. In instances when a Participant is at imminent risk of returning to homelessness, Program shall either have the capacity to directly intervene or provide referral to another prevention resource.
- l. PROVIDER shall make at least monthly attempts to contact discharged Participants to assess on-going service needs and connect Participants to appropriate services as necessary for at least three (3) months post discharge and at least one additional contact attempt at approximately six (6) months post-discharge.

- m. PROVIDER shall provide services that are designed to help Participants build motivation for change. This includes, but is not limited to:
 - i. Helping Participants to gain control of their own lives, define their personal values, preferences, and visions for the future, and establish meaningful individual short and long-term goals.
 - ii. Helping Participants to develop discrepancy between their personal goals or values and their current behavior.
 - iii. Helping Participants to build confidence, self-efficacy, and hope that the things they want out of life are attainable.
 - iv. Helping staff to develop services that are attractive and meaningful to Participants and that they are responsive to their needs and preferences.
 - v. Helping staff to see that Participant reluctance to engage in services means they need to adjust the intervention to make it appealing to the person being served.

- n. PROVIDER shall focus on Participant's strengths and on helping them to build:
 - i. Competence: the core academic, cognitive, social, emotional and vocational competencies they need to succeed.
 - ii. Confidence: a sense of self-worth and efficacy.
 - iii. Connections: a sense of belonging and positive bonds with supportive peers and adults and social institutions.
 - iv. Character: respect for society and cultural rules and an inner moral compass.
 - v. Caring: a sense of sympathy and empathy for others.
 - vi. Contribution: active participation and leadership in efforts to bring about change in social and civic life.

- o. PROVIDER shall engage Participants in offering their expertise and perspectives in the design and implementation of services, Programs and activities available to them.

- p. PROVIDER shall include an assessment of Participants and caregivers' strengths and needs when completing any required assessments.

- q. PROVIDER shall consider Participants strengths and needs when completing any required housing and discharge plans.

- r. PROVIDER shall collect, maintain, and update records of available mainstream and community resources that include community resources for young people.
 - s. PROVIDER shall provide and/or assist Participants to connect to services to address health, mental health, addiction, and legal needs.
 - t. PROVIDER shall provide and/or assist Participants to connect to childcare services to support employment opportunities.
 - u. PROVIDER shall help Participants to identify individuals with whom they wish to maintain or establish a relationship, assess the appropriateness of such involvement and facilitate an active connection between parents and other important persons when appropriate.
 - v. PROVIDER shall provide services aimed at strengthening family communication and support and at promoting Families' acceptance of LGBTQ Participants.
8. Facilities. PROVIDER shall ensure that facilities for the Program are safe and appropriate for Participants as described below:
- a. PROVIDER shall provide a description of the facilities, including a description of how the facilities meet ADA requirements, as applicable, and any special equipment that may be required for services (see Exhibit A).
 - b. PROVIDER shall implement facility usage in a non-discriminatory manner, which includes, but is not limited to, sanitary facilities in item e. below.
 - c. PROVIDER shall comply with all STATE and local health, safety, building, and fire code laws, regulations and standards.
 - d. PROVIDER shall ensure that Participants have 24-hour access, seven (7) days per week, to the KAHHF facility.
 - e. PROVIDER shall provide access to sanitary facilities that are in proper operating condition, may be used in private, and are adequate for personal cleanliness and the disposal of human waste.
 - f. PROVIDER shall provide security services and, shall have policies and procedures in place to reasonably protect the health and safety of all Participants and staff.
 - g. PROVIDER shall provide maintenance services and equipment and, shall have policies and procedures in place to reasonably maintain each unit and all common areas and to protect the health and safety of Participants and staff.

h. PROVIDER shall provide a mailing address for use by Participants and manage the prompt, orderly, and secure collection, storage and distribution of Participant mail.

9. Supervision. PROVIDER shall ensure that its staff and the staff of any sub-contractors are provided with appropriate supervision, including but not limited to:

a. PROVIDER shall provide direct service staff with at least one hour of individual supervision bi-weekly that helps them to develop low barrier, assertive engagement skills, build Participant motivation, conduct thorough assessments, establish meaningful service plans, ensure Participant and staff safety, and support self care.

b. PROVIDER shall have a case review process to help staff problem solve around particular case management challenges and to inform assessments, housing plans, and discharges.

c. PROVIDER shall maintain on-call supervisory coverage to manage critical incidents and other emergencies 24 hours per day, 7 days per week.

VIII. Program Outcomes. PROVIDER shall track and report to the STATE on the outcomes listed below:

1. Occupancy/bed utilization shall average 75% of the point in time capacity during quarterly and one-year reporting periods.
2. 30% of Participants shall increase earned income during a one-year reporting period.
3. 30% of Participants shall increase non-employment cash income during a one year reporting period.
4. 30% of Participants shall increase total income during a one-year reporting period.

IX. Program Performance. PROVIDER agrees to work with the STATE on an on-going basis to identify: (a) targets for successful Program performance; (b) timetable for Program performance and milestones; (c) strategies and data systems to measure progress towards performance targets; and (d) areas of non-compliance and strategies to cure non-compliance, and to improve the Program.

X. Administrative Requirements.

1. Due Process and Grievance Procedures. PROVIDER shall have a formal and documented process that provides due process to Participants, including grievance procedures. This process shall at a minimum consist of the following:
 - a. Written notification containing a clear statement of the reasons for termination or denial of assistance, the specific date for which assistance cease, the right of the Participant to have a review of the decision,

instructions on how the Participant is to evoke this review, the right of the Participant to review the records, and the right to counsel at the sole expense of the Participant during this review.

- b. Upon request by the Participant, a review of the decision with the opportunity to present written or oral objections and to be represented by counsel at his or her own expense before a person other than the person who made or approved the termination or denial decision. The Participant shall have the opportunity to question witnesses and present evidence.
- c. Prompt service of the final decision in writing to the Participant after completion of the review.
- d. PROVIDER's grievance procedures shall include language that, after exhausting the PROVIDER's grievance procedures, if the Participant is not satisfied with PROVIDER's final determination, a review of the decision may be requested of the STATE. The review letter shall be mailed to:

Governor's Coordinator on Homelessness
415 South Beretania Street, Room 415
Honolulu, HI 96813

2. Reporting. In addition to the Reporting Requirements in section 1.6 of the attached General Conditions, PROVIDER shall provide to the STATE required reports in a timely manner as follows:

- a. Submit written quarterly activity reports to indicate the numbers serviced and services provided to Participants through the Program. The report shall include:
 - i. A narrative report of the status of construction related to the KAHHF facility, including an update on any delays that may impact implementation of Program services;
 - ii. Number of Participants who seek KAHHF case management services;
 - iii. Number of Participants who receive Social Services through the Program;
 - iv. Number of Participants who are discharged from the KAHHF Program, including the reason for discharge; and
 - v. Number of Participants transitioning from KAHHF to other Permanent Housing placements.
- b. Submit quarterly financial reports, which include the listing of expenditures actually incurred in the performance of this Contract for each quarterly report period. The quarterly financial report shall include

the annual approved budget, 3-month budget for the reporting quarter, actual 3-month expenditures for the reporting quarter, year-to-date expenditures, and variance percentages. Personnel Costs and Administrative Costs need to be broken out and listed on the financial report. Variance percentage of +/-15% shall be explained in writing.

- c. Submit a final Program financial report that reflects line item expenditures and the aggregate total of the line item expenditures. The final financial report shall include an approved budget, year-to-date expenditures, and variance percentages. Budget and actual costs for personnel and Administrative Costs shall be broken out and listed on the final financial report. Variance percentages of +/- 15% shall be explained in writing. Explanation of the variance does not guarantee that the STATE shall reimburse your agency for expenses beyond the approved budget.
- d. Deadlines for the submission of activity and financial reports are:

| <u>Quarterly Submission</u> | <u>Period of Report</u> | <u>Report Due Dates</u> |
|-----------------------------|--|-------------------------|
| Quarter 1 | June 15, 2019 to August 31, 2019 | September 30, 2019 |
| Quarter 2 | September 1, 2019 to November 30, 2019 | December 31, 2019 |
| Quarter 3 | December 1, 2019 to February 29, 2020 | March 31, 2020 |
| Quarter 4 | March 1, 2020 to May 31, 2020 | June 30, 2020 |
| Quarter 5 | June 1, 2020 to August 31, 2020 | September 30, 2020 |
| Quarter 6 | September 1, 2020 to November 30, 2020 | December 31, 2020 |
| Quarter 7 | December 1, 2020 to February 28, 2021 | March 31, 2021 |
| Quarter 8 | March 1, 2021 to May 31, 2021 | June 30, 2021 |
| Quarter 9 | June 1, 2021 to August 31, 2021 | September 30, 2021 |
| Quarter 10 | September 1, 2021 to November 30, 2021 | December 31, 2021 |
| Quarter 11 | December 1, 2021 to February 28, 2022 | March 31, 2022 |
| Quarter 12 | March 1, 2022 to June 14, 2022 | July 31, 2022 |

- e. PROVIDER shall submit other information or records as may be requested from time to time by DHS in the form required by DHS, including but not limited to: demographic and Program activity information for use in a centralized database and/or any community-based planning efforts.
3. Contract Monitoring and Evaluation. The criteria by which the performance of the contract shall be monitored and evaluated are:
- a. Performance/Outcome Measures
 - b. Input and Output Measures
 - c. Quality of Care/Quality of Services
 - d. Financial Management
 - e. Administrative Requirements
4. Coordination of services. PROVIDER shall implement and provide services consistent with the DHS Ohana Nui approach, which creates partnerships among multiple agencies to offer Participants the necessary assistance to keep them safe, healthy, sheltered, trained and employed. PROVIDER shall offer a

comprehensive level of support for Hawaii's typically multi-generational Families by:

- a. Coordinating services and resources with other agencies in the community.
 - b. Coordinating and integrating Homeless programs with other mainstream health, Social Services, and employment programs for which Homeless populations may be eligible, including Medicaid, Children's Health Insurance Program (CHIP), Temporary Assistance to Needy Families (TANF) or Temporary Assistance to Other Needy Families (TAONF), Supplemental Nutrition Assistance Program (SNAP), and services funding through the mental health and substance abuse block grant, Workforce Investment Act (WIA), and the Welfare-to-Work grant program.
 - c. Participating in their local Coordinated Entry System, Continuum of Care (CoC), assist in maintaining a current by-name list that includes all sheltered and unsheltered Homeless individuals, use the common assessment tool VI-SPDAT as determined by the CoC, and comply with all CoC written standards, policies and procedures.
5. Personnel. In addition to section 3.5 Personnel Requirements of the General Conditions, PROVIDER shall establish minimum qualifications for each respective position, and shall ensure that all staff and volunteers of PROVIDER and any sub-contractors are fully qualified to perform the required services:
- a. PROVIDER shall ensure all replacement staff are provided with an extensive orientation regarding PROVIDER's written policies and procedures and Program goals.
 - b. In the event of staff vacancies, PROVIDER shall establish a plan for it and any sub-contractors to address staff vacancies to ensure the delivery of services under this Contract and to minimize the disruption of services.
 - c. PROVIDER shall ensure that employment and reference checks on all employment applicants, including applicants recruited by its sub-contractors.
 - d. PROVIDER and its sub-contractors shall develop policies that describe the grounds and circumstances for denial of employment or termination of current employees who have been found to have convictions or pending charges upon completion of any criminal history check or other investigation.
 - e. PROVIDER shall ensure that adequate staffing and case management is provided on a day-to-day basis, as approved by DHS, to meet the requirements of the contract.
 - f. PROVIDER shall have a system in place to ensure compliance with:
 - i. Affirmative action standards.
 - ii. Equal opportunity employment standards.

- iii. Limited English Proficiency (Form DHS 051)
 - iv. State of Hawaii Civil Rights Awareness Training Curriculum
 - v. Administrative Assurances (Form 5)
- g. Direct service staff shall have at least one hour of individual supervision bi-weekly to help them to develop low barrier, assertive engagement skills, build Participant motivation, conduct thorough assessments, establish meaningful service plans, ensure Participant and staff safety, and support self-care.
6. **Training.** PROVIDER and its sub-contractors shall submit a training plan for staff and contracted personnel who have direct contact with Participants. The training plan shall identify areas of training, how training shall be structured, and how training shall be provided.
- a. Staff training shall include, but is not limited to the following:
 - i. Agency orientation, including, but not limited to, policy and procedures addressing:
 - 1. Screening, intake, and assessment
 - 2. Service planning
 - 3. Discharge planning
 - 4. Documentation requirements
 - 5. Confidentiality and ethics
 - 6. Disaster preparedness
 - ii. Community resources available to support homelessness, independence, and wellbeing, such as, but not limited to, housing resources, financial/employment resources, health/mental health services, legal/advocacy services, LGBTQ and Limited English Proficiency (LEP) services.
 - iii. Supports and services offered by the STATE and Federal Governments and how to access them (e.g. financial assistance, TANF/TAONF, food assistance/SNAP, medical coverage, employment assistance, First-to-Work, child care assistance, and housing assistance).
 - iv. Trauma informed care training that includes, but is not limited to, the following:
 - 1. Understanding the physical social and emotional impact of trauma on an individual.
 - 2. Recognizing how trauma affects all individuals.
 - 3. Responding by putting knowledge into practice.
 - 4. Trauma-informed approach to produce better case results.
 - 5. Trauma-informed care helps with safety, trustworthiness, choice, collaboration, and empowerment.
 - b. Annual training that includes relevant training refreshers completed each year after the first year of employment.

- c. A training record shall be maintained and updated in the staff, volunteers, and contracted personnel file.
7. Compliance with Laws and DHS Rules. PROVIDER shall comply with all laws, ordinances, codes, rules and regulations of the Federal, STATE, and County governments, which in any way affect its operations and to adhere to instructions prescribed by DHS for the effective administration of the Program.
8. Confidentiality. PROVIDER, and its sub-contractors, shall have written policies and procedures regarding the management of Participant files and other confidential information that comply with the attached General Conditions, including but not limited to section 2.1 Confidentiality of Material and section 8. Confidentiality of Personal Information, the attached Special Conditions, and relevant federal and state laws. PROVIDER and its sub-contractors shall comply with all Federal and State confidentiality laws.
 - a. PROVIDER shall also be required to comply with applicable provisions and mandates of the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The HIPAA regulates how individually identifiable health (medical and mental health) information is handled to ensure confidentiality.
9. Emergency Disaster Preparedness Policies and Procedures. PROVIDER shall establish and maintain emergency disaster preparedness policies and procedures and ensure that these policies and procedures are explained to all staff and Participants.
10. Smoking. PROVIDER shall comply with laws prohibiting smoking in public places and, shall establish and maintain a written smoking policy and procedures.
11. Americans with Disabilities Act. PROVIDER shall comply with the Americans with Disabilities Act (ADA), and shall ensure that Homeless persons with disabilities are provided with reasonable access to services.
12. Administrative, Personnel and Operating Costs. Administrative Costs are eligible for reimbursements not to exceed 15% from contract funds. Personnel and Operating Costs related to the Program are allowed reimbursement as determined by the contract budget.
13. Data and Continuous Quality Improvement. PROVIDER shall ensure that data shall be collected to inform Program development and continuous quality improvement, including not limited to the following:
 - a. PROVIDER shall have and implement a comprehensive policy and procedures for reporting, resolving, and documenting and reviewing critical incidents. PROVIDER shall make adjustments to policies, procedures, facilities, and Program design as needed to improve Participant well-being and promote health and safety for Participants and staff.

- b. PROVIDER shall seek input from people with lived experience of homelessness and, when applicable, landlords. Such input can be obtained through interviews, focus groups, surveys, and/or consumer advisory boards, and shall guide Program design and operations.
 - c. PROVIDER shall have and implement a comprehensive policy and procedures for surveying Program Participants, at least annually, to assess satisfaction with and obtain input regarding Program services, staffing and facilities. PROVIDER shall make adjustments to policies, procedures, facilities, and Program design as needed to improve Participant satisfaction.
14. Quality Assurance and Evaluation Specifications. PROVIDER shall ensure quality assurance and appropriate evaluation of the Program through the following:
- a. Performance of PROVIDER shall be monitored on an ongoing basis by DHS through file reviews, site inspections, and other methods.
 - b. Failure to comply with reporting requirements or to adequately address monitoring findings may result in the suspension or cancellation of payments or the contract. Upon request, PROVIDER shall promptly make Participant files available to the STATE for the purposes of monitoring.
 - c. The STATE and any of its authorized representatives, the committees and their staffs of the Legislature of the State of Hawaii, and the Legislative Auditor shall have the right of access to any book, document, paper, file, or other record of PROVIDER and its sub-contractors that relate to the performance of services in order to conduct an audit or other examination or to make excerpts and transcripts for the purposes of monitoring and evaluating PROVIDER's performance of services and PROVIDER'S Program, management, and fiscal practices. The right of access shall not be limited to the required retention period but shall last as long as the records are retained.
 - d. PROVIDER shall be required to retain all records for at least three (3) years, except if any litigation, investigation, audit or other action is underway for an addition of one year after completion of due process, litigation, investigation, audit, or other actions.
15. Continuum of Care. PROVIDER shall ensure that its staff and any sub-contractors actively participate in the CoC, a Homeless community-based planning group, by attending the regularly scheduled CoC meetings and serving on committees of the CoC. The CoC on Maui is Bridging the Gap.

TIME OF PERFORMANCE

Name of Provider: County of Maui, Department of Housing and Human Concerns
 Address: 2200 Main Street, Suite 546 Wailuku, HI 96793

Name of Program: Ohana Zone – Kahului Affordable Housing for Homeless Families

Type of Program: Ohana Zone
 Type of Service: Providing rental housing for Families transitioning out of homelessness, including case management, employment support, security and property management.

Time of Performance: June 15, 2019 to June 14, 2022
 Amount of Contract: \$864,200.00

I. Time of Performance.

PROVIDER shall provide the required services under this contract from June 15, 2019 through and including June 14, 2022, subject to availability of funds or unless this Contract is sooner terminated.

PROVIDER shall not provide any service until this Contract is fully and properly executed.

Any work performed prior to the receipt of a fully and properly executed Contract shall be at PROVIDER’s own risk and expense. The STATE shall not be liable for any work contract costs, loss of profits or damages whatsoever incurred by PROVIDER prior to the receipt of a fully and executed Contract.

II. Option to Extend.

Unless terminated, this Contract may be extended for an additional time period not to exceed six months. This option to extend the time of performance is a “no-cost extension” that will not include any additional funding exceeding the contract amount.

III. Termination of Contract.

This contract may be terminated earlier than July 31, 2022 by either party through a written notice sent at least thirty (30) calendar days prior to the termination date that includes a brief statement of the reason for termination in accordance with the attached General Conditions and Special Conditions.

COMPENSATION AND PAYMENT SCHEDULE

Name of Provider: County of Maui, Department of Housing and Human Concerns
 Address: 2200 Main Street, Suite 546 Wailuku, HI 96793

Name of Program: Ohana Zone – Kahului Affordable Housing for Homeless Families

Type of Program: Ohana Zone
 Type of Service: Providing rental housing for Families transitioning out of homelessness, including case management, employment support, security and property management.

Time of Performance: June 15, 2019 to June 14, 2022
 Amount of Contract: \$864,200.00

I. Sums to be Paid. In full consideration for the services satisfactorily received and performed by PROVIDER under this Contract, the STATE agrees to pay PROVIDER the total sum of money not to exceed **EIGHT HUNDRED SIXTY FOUR THOUSAND TWO HUNDRED and NO/100 Dollars (\$864,200.00)** for this Contract period from June 15, 2019 through June 14, 2022. Such payments shall include PROVIDER’s costs and expenses incurred in performing the services under this Contract.

II. Method of Payment. Payments shall be paid in accordance with and subject to the following:

1. Budget. Compensation shall be paid in accordance with the “Budget” attached as Exhibit B.

This Contract constitutes approval for the expenditure of funds for specific items in the attached Budget. Any budget revision to the approved Budget requested by PROVIDER shall be in writing and shall be subject to the STATE’s approval. If an amount of reported expenditure is subsequently determined by the STATE to be inappropriate, unallowable, or not made in accordance with the approved revised Budget, the STATE may require that an equivalent amount of monies be refunded by PROVIDER to the STATE.

2. Invoicing. Payment shall be made upon submission of an **original invoice and one (1) copy**. The invoice shall include PROVIDER’s official name and company letterhead; date of letter; contract number(s); total amount claimed; itemization or timesheet of claimed amounts; receipts if any; and a statement certifying that the expenses were for services performed by PROVIDER in accordance with this Contract. Invoices for payments shall be the all-inclusive cost, including the application of general excise tax.

Invoices shall be sent to:

Department of Human Services
 ATTN: Governor’s Coordinator on Homelessness

415 South Beretania Street, Room 415
 Honolulu, HI 96813

See Exhibit C for a sample invoice and forms as requested.

The STATE shall pay PROVIDER within thirty (30) calendar days after the STATE's receipt of a proper written request for payment that includes the invoice and certification documenting the satisfactory performance of the services, unless a delay in payment is due to circumstances provided for in section 103-10, HRS, including but not limited to, a bona fide dispute between the STATE and PROVIDER concerning the services contracted for, or any circumstances beyond the control of the STATE.

3. Payment Schedule shall be based upon the following:

Payments shall be made to PROVIDER in monthly installments, upon submission by PROVIDER of written requests for payment in accordance with the Invoicing section above.

4. Final Payment may be subject to:

- a. Submission and acceptance of reports (including annual report) and other materials to be submitted by PROVIDER to the STATE; and
- b. Resolution of all discrepancies in performance of services and completion of all other outstanding matters under this Contract.

An amount equal to PROVIDER's administrative fee equal to five percent (5%) of the total Contract amount or the last monthly payment, whichever is greater under this Contract, shall be withheld.

In accordance with the General Conditions section 1.6 Reporting Requirement and the Scope of Services section X. 2. Reporting, PROVIDER must submit a final written report to the STATE, which includes the listing of expenditures actually incurred in the performance of this contract during the final quarter period, by the indicated Report Due Date as stated in the Scope of Services section X. 2. Reporting. PROVIDER shall return any unexpended funds to the STATE.

5. Sub-contractor Payment. Any money paid to PROVIDER shall be disbursed to sub-contractors within ten (10) days after receipt of the money in accordance with the terms of the sub-contract; provided that the sub-contractor has met all the terms and conditions of the sub-contract and there are no bona fide disputes.

III. Fiscal Reporting.

- 1. Quarterly Reporting. In accordance with the Scope of Services section X. 2. Reporting, quarterly financial reports shall be reviewed by the STATE and shall be subject to the STATE's preliminary determination of appropriateness, and allowability of the reported expenditures. Each reported expenditure may be subject to subsequent verification and audit.

2. **Unallowable Expenditures.** If an amount of reported expenditure is subsequently determined by the STATE to be inappropriate, unallowable, or not made in accordance with the approved Budget, federal and state regulations, the STATE may choose not to reimburse the expenditure and require PROVIDER to resubmit another invoice accounting for only the expenditures allowed. If PROVIDER has already been paid, the STATE may require that an equivalent amount of monies be credited back in the next invoice submitted or refunded by PROVIDER to the STATE for the specified amount. If after payment of the last installment, investigation and examination reveal additional expenditures that are determined by the STATE to be inappropriate and unallowable, the STATE may require that an equivalent amount of monies be refunded to the STATE notwithstanding the STATE's preliminary determination of appropriateness and allowability.
- IV. **Availability of Funds.** Payments to PROVIDER are subject to availability of funds and allotment by the State in accordance with funds awarded to the State of Hawaii, Department of Human Services. In the event that state funds are not appropriated and not received by the STATE, the STATE shall not be liable for the payment of any services rendered by PROVIDER.

FACILITIES DESCRIPTION

Complete one Facilities Description, per homeless facility

Facility Name: Kahului Affordable Housing for Homeless Families (KAHMF)

Emergency Transitional

Other: Rental Housing with priority for homeless families with minor children.

Facility Address: Tax Map Key (2) 3-8-007:117

A. Total Living Units:

Complete the following table for the total number of units (Entire Site).

| (1) Type of living unit | (2) Size of living unit (square feet) | (3) # of units available | (4) Range of persons | (5) Program Fee charged for unit |
|----------------------------|---|-----------------------------|-------------------------|-------------------------------------|
| Sample: Two-bedroom | 500 sq. ft. | 12 | 2 - 4 | None |
| | | | | |
| | | | | |
| | | | | |

Total Number of Living Units: 12 units

Living Units:

Complete the following table for GCH funded units.

| (1) Type of living unit | (2) Size of living unit (square feet) | (3) # of units available | (4) Range of persons | (5) Program Fee charged for unit |
|----------------------------|---|-----------------------------|-------------------------|-------------------------------------|
| Sample: One-bedroom | 500 sq. ft. | 23 | 2 - 4 | None |
| | | | | |
| | | | | |
| | | | | |

Total Number of Living Units funded by GCH: 12 units

Notes:

- "Type of living unit" means dorm room, studio, one-bedroom, two-bedroom, common sleeping room, etc.
- Self-explanatory.
- "Number of units available" means the number of living units, which are being applied for under the Stipend Program.
- "Range of persons" means the number of individuals who can reside in each living unit type/size.
- Self-explanatory. If program fee changed is by formula (based on income, for example), then indicate formula, any minimum or maximum fees charged, and any income limits enforced.

B. Minimum Services:

Complete the following for each homeless facility.

Facility Name: Kahului Affordable Housing for Homeless Families (KAHFF)

Emergency Transitional

Other: Rental Housing with priority for homeless families with minor children.

1. Will the facility have 24-hour access to living units?
 YES NO
2. Will the facility provide on-site phone access for participants in the event of an emergency?
 YES NO
3. Does this facility have a mailing address available for participants?
 YES NO
4. Does this facility have locked storage space for participants?
 YES NO
5. Will the facility meet or exceed the minimum level of sanitation needs required in Section VII, 8, e. of the Scope of Services?
 YES NO
6. Will his facility require health clearances, first aid, CPR and other emergency training for staff and/or volunteers?
 YES NO

C. Plans to Upgrade:

Describe any plans to upgrade facilities, equipment, or health and safety precautions at the homeless facility.

BUDGET

(Period June 15, 2019 to June 14, 2022)

Applicant/Provider: County of Maui, Dept. of Housing & Human Concerns
 RFP No.: N/A
 Contract No. (As Applicable): DHS-19-GOV-0084

| BUDGET CATEGORIES | Budget Request (a) | Year 1 (6/15/19-6/14/20) (b) | Year 2 (6/15/20-6/14/21) (c) | Year 3 (6/15/21-6/14/22) (d) |
|--|-----------------------|------------------------------------|---|------------------------------------|
| A. PERSONNEL COST | | | | |
| 1. Salaries | 0 | | | |
| 2. Payroll Taxes & Assessments | 0 | | | |
| 3. Fringe Benefits | 0 | | | |
| TOTAL PERSONNEL COST | | | | |
| B. OTHER CURRENT EXPENSES | | | | |
| 1. Airfare, Inter-Island | | | | |
| 2. Airfare, Out-of-State | | | | |
| 3. Audit Services | | | | |
| 4. Contractual Services - Administrative | | | | |
| 5. Contractual Services - Subcontracts | 864,200 | 0 | 432,100 | 432,100 |
| 6. Insurance | 0 | | | |
| 7. Lease/Rental of Equipment | 0 | | | |
| 8. Lease/Rental of Motor Vehicle | | | | |
| 9. Lease/Rental of Space | 0 | | | |
| 10. Mileage | | | | |
| 11. Postage, Freight & Delivery | 0 | | | |
| 12. Publication & Printing | 0 | | | |
| 13. Repair & Maintenance | 0 | | | |
| 14. Staff Training | 0 | | | |
| 15. Substance/Per Diem | | | | |
| 16. Supplies | 0 | | | |
| 17. Telecommunication | 0 | | | |
| 18. Transportation | 0 | | | |
| 19. Utilities | 0 | | | |
| 20. Facility renovations and site work | | | | |
| 21. Contract Administration Costs | | | | |
| 22. | | | | |
| 23. | | | | |
| TOTAL OTHER CURRENT EXPENSES | 864,200 | | 432,100 | 432,100 |
| C. EQUIPMENT PURCHASES | | | | |
| D. MOTOR VEHICLE PURCHASES | | | | |
| TOTAL (A+B+C+D) | 864,200 | | 432,100 | 432,100 |
| SOURCES OF FUNDING | (a) Budget Request | 864,200 | Budget Prepared By: | |
| | (b) | | Name (Please type or print) _____ Phone _____ | |
| | (c) | | Signature of Authorized Official _____ Date _____ | |
| | (d) | | Name and Title (Please type or print) _____ | |
| TOTAL REVENUE | 864,200 | For State Agency Use Only | | |
| | | Signature of Reviewer _____ | | Date _____ |

Scope of Services, Exhibits

Exhibit B - Budget

Page 1 of 2

**BUDGET JUSTIFICATION
CONTRACTUAL SERVICES - SUBCONTRACTS**

Applicant/Provider: County of Maui, Department of Housing & Human Concerns

RFP No.: _____

Period: 6/15/2019 to 6/14/2022

Date Prepared: 6/10/2019

Contract No. _____
(As Applicable)

| NAME OF BUSINESS OR INDIVIDUAL | TOTAL BUDGETED | SERVICES PROVIDED | JUSTIFICATION/COMMENTS |
|--|---------------------|---|--|
| Nonprofit organization(s) selected by the PROVIDER. | \$300,000.00 | On-site case management and social services for the KAHHF, including screening for public benefits eligibility, assistance applying for benefits, financial literacy and related services, and connection to education and vocational services and opportunities. | The sub-contractor will be required to have prior experience related to the delivery of homeless services. |
| Security organization selected by the PROVIDER | \$175,200.00 | Security for the KAHHF facility. | Estimated 12 hours/night. |
| Property management organization selected by the PROVIDER. | \$389,000.00 | Property management services for the KAHHF, including management and maintenance for the building and grounds. | The sub-contractor will be required to have prior experience related to property management. The same sub-contractor may be selected for both on-site case management and property management. |
| | | | |
| | | | |
| TOTAL: | \$864,200.00 | | |

(Copy form onto Agency letterhead)
PAYMENT REQUEST FORM
OHANA ZONE – KAHULUI AFFORDABLE HOUSING FOR HOMELESS FAMILIES
Form No. GCH OZ-KAHHF-01, (06/2019)

(Date)

(Director's Name)
Director, Department of Human Services
c/o Office of the Governor's Coordinator on Homelessness
415 South Beretania Street, Room 415
Honolulu, Hawaii 96813

Attention: Governor's Coordinator on Homelessness (GCH)

To Whom It May Concern:

RE: OHANA ZONE – KAHHF
CONTRACT NO.: _____
PAYMENT REQUEST NO.: _____

I hereby request payment under the above stated contract for the Ohana Zone – KAHHF in the amount of _____

dollars (\$_____). This amount represents the payment for the period covering from _____ to _____ of my agency's total allocation for the Ohana Zone – KAHHF for the contract period from _____ to _____.

I certify that the services for which the payment is being made will be and are being satisfactorily rendered and that all contractual obligations under the contract identified above are being duly fulfilled.

Authorized Representative
Printed Name:
Title:

Attach Supporting Documentation

Subgrantees Invoice And Expenditure Report

| | | |
|-----------------------------------|--|----------------------------|
| 1. Recipient Organization: | 2. Funding Source: State of Hawaii, Department of Human Services | |
| 3. Address: | 4. Contract Number: | 5. Contract Amount: |
| | 6. Purpose A. _____ Initial Advance C. _____ Reimbursement B. _____ Periodic Advance D. _____ Final Invoice | |
| 7. Contract Period: | 8. Period Covered By This Report: | |

9. Cash Transaction Data:

| | | |
|---|--------|--------|
| a. Total Cash Received To Date..... | | \$0.00 |
| 1. Total Received | \$0.00 | \$0.00 |
| 2. Total Invoiced | | \$0.00 |
| b. Total Disbursement..... | | |
| c. Cash On Hand/Deposit..... | | \$0.00 |
| d. Estimated Disbursement From: | | |
| e Amount of Cash Requested Herewith..... | | \$0.00 |

| 10. Categories: | Contract Budget | Expenditures: Current Period | Expenditures: Year to Date | Percent of Budget Expended |
|------------------------------------|------------------------|-------------------------------------|-----------------------------------|-----------------------------------|
| Personnel Costs | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Service Fees | | | \$0.00 | 0.00% |
| Contractual Service - Subcontracts | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Facility Renovations and Site Work | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Advertising & Marketing | | | \$0.00 | 0.00% |
| Board Meeting | | | \$0.00 | 0.00% |
| Dues - Subscriptions | | | \$0.00 | 0.00% |
| Employee Training | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Employee Travel | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Equipment Purchase | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Equipment Repair and Maintenance | | | \$0.00 | 0.00% |
| Insurance | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Miscellaneous | | | \$0.00 | 0.00% |
| Custodial Services | | | \$0.00 | 0.00% |
| Lease Rent | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Utilities | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Postage | | | \$0.00 | 0.00% |
| Printing & Publications | \$0.00 | \$0.00 | \$0.00 | 0.00% |
| Professional Fees | | \$0.00 | \$0.00 | 0.00% |
| TOTAL | \$ - | \$0.00 | \$0.00 | 0.00% |

11. Comments:

12. Certification:

| |
|--|
| I certify to the best of my knowledge and belief that this report is true in all respects and that all disbursements have been made for the purpose and conditions of the grant agreement. |
|--|

| | |
|---|----------------------|
| Signature | Date Reported |
| Reviewed By: _____ (Signature - Program Specialist) | Date _____ |
| Reviewed By: _____ (Signature - Program Specialist) | Date _____ |

LANGUAGE ACCESS REPORTING TOOL

LEP Services by Language

Department/Agency _____

Period Covered (Quarter/FY) _____

Contact Person _____

Phone No. _____

| Language | # of LEP Encounters | Type of Services Provided to LEP Customers (#) | | | | Type of Oral Language Service Utilized (#) | | | | | | | # of Documents Translated | | Language Services Expenditures (\$) | | | | | | |
|----------------------|---------------------|--|-------------------|---------------------|-------------------------|--|---------------------|--|-----------------------------------|-------------------|-----------------------|---|---------------------------|-----------------------------------|-------------------------------------|------------------------------------|----------------------------|--------------------------------|----------------------|-------------------------|------------|
| | | Oral Language Service | Sight Translation | Written Translation | Other (please specify): | Bilingual Staff (provides direct services in another language) | Community Volunteer | Contracted Interpreter (via an Interpreter Agency) | Contracted Interpreter (Directly) | Staff Interpreter | Telephone Interpreter | Volunteer Staff (speaks another language, volunteers to help) | Other (please specify): | Documents Translated Upon Request | Vital Documents | Oral Language Services (in person) | Sight Translation Services | Telephone Interpreter Services | Written Translations | Other (please specify): | Amount |
| | | | | | | | | | | | | | | | | | | | | | (Total \$) |
| Total: | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| % of Total: | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | 0.0% | 0.0% | 100.0% | 0.0% | 0.0% | 0.0% | 0.0% | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | |
| Cantonese | | | | | | | 1 | | | | | | | | | | | | | | \$ - |
| Chukese | | | | | | | | | | | | | | | | | | | | | \$ - |
| Hawaiian | | | | | | | | | | | | | | | | | | | | | \$ - |
| Iokano | | | | | | | | | | | | | | | | | | | | | \$ - |
| Japanese | | | | | | | | | | | | | | | | | | | | | \$ - |
| Korean | | | | | | | | | | | | | | | | | | | | | \$ - |
| Kosraean | | | | | | | | | | | | | | | | | | | | | \$ - |
| LEP Hearing Impaired | | | | | | | | | | | | | | | | | | | | | \$ - |
| Mandarin | | | | | | | | | | | | | | | | | | | | | \$ - |
| Marshalese | | | | | | | | | | | | | | | | | | | | | \$ - |
| Portuguese | | | | | | | | | | | | | | | | | | | | | \$ - |
| Samoan | | | | | | | | | | | | | | | | | | | | | \$ - |
| Spanish | | | | | | | | | | | | | | | | | | | | | \$ - |
| Tagalog | | | | | | | | | | | | | | | | | | | | | \$ - |
| Thai | | | | | | | | | | | | | | | | | | | | | \$ - |
| Tongan | | | | | | | | | | | | | | | | | | | | | \$ - |
| Vietnamese | | | | | | | | | | | | | | | | | | | | | \$ - |
| Visayan (Cebuano) | | | | | | | | | | | | | | | | | | | | | \$ - |
| Other (Specify) | | | | | | | | | | | | | | | | | | | | | \$ - |

SPECIAL CONDITIONS

Name of Provider: County of Maui, Department of Housing and Human Concerns
 Address: 2200 Main Street, Suite 546 Wailuku, HI 96793

Name of Program: Ohana Zone – Kahului Affordable Housing for Homeless Families

Type of Program: Ohana Zone
 Type of Service: Providing rental housing for Families transitioning out of homelessness, including case management, employment support, security and property management.

Time of Performance: June 15, 2019 to June 14, 2022
 Amount of Contract: \$864,200.00

The General Conditions are attached to and made a part of this contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

- I. Required Services. Paragraph 1. Scope of Services on page 4 of the Contract Form (AG Form 103F6), is amended by the following:
 1. Delete the reference to “Request for Proposals” (“RFP”); and
 2. The last sentence, which reads, “In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control,” is replaced with the following sentence:

“In the event that there is a conflict among the terms of this Contract and PROVIDER’s Proposal, then the terms of this Contract shall control.”

- II. Annual Performance Audits. In addition to the requirements under this Contract, PROVIDER shall submit a financial audit and report upon request by the STATE. The audit shall be conducted by a certified public accounting firm and shall contain information specific to funds received under this Contract. The audit shall include recommendations to address any problems found.

- III. Language Assistance. PROVIDER shall offer language assistance to individuals with limited English proficiency at no cost to the STATE and the individual or family. In addition, PROVIDER:
 1. Shall document the offer of language assistance and whether the individual declined or accepted the language assistance;
 2. Is prohibited from requiring individuals to bring their own interpreters with them to assessments, training sessions, or other appointments;
 3. Shall be responsible for the cost of language assistance, which may be claimed as an expense in accordance with PROVIDER’s budget;

4. Shall submit to the STATE, the Office of Language Access (OLA)'s Language Access Reporting Tool. See Exhibit D. PROVIDER shall submit the report to the STATE not later than thirty (30) calendar days following the end of each six-month period of the State fiscal year. Semi-annual periods shall be based on the fiscal year (July-June); and
5. Shall ensure that any sub-contractors comply with these language assistance provisions as applicable.

IV. Insurance and Indemnity Requirements. Section 1.4 Insurance Requirements on page 2 of the attached General Conditions is amended by deleting the language in this section and replacing with the following:

"PROVIDER shall be self-insured, or obtain, maintain, and keep in force throughout the period of this contract, \$2,000,000.00 comprehensive coverage for bodily injury and property damage and the following insurance:

Automobile Liability:

| | |
|-----------------------|---------------------------------|
| Bodily Injury | \$1,000,000.00 (per person) |
| Property Damage | \$1,000,000.00 (per occurrence) |
| Per Accident | \$1,000,000.00 |
| or | |
| Combined Single Limit | \$2,000,000.00 (each accident) |

If applicable, any and all service providers shall maintain Professional Liability (Errors and Omissions) coverage with a minimum limit of \$1,000,000.00 per claim and \$2,000,000.00 aggregate.

1. Failure of PROVIDER to provide and keep in force such insurance shall be a material default under this Contract. The STATE shall be entitled to exercise any and all of the remedies provided in this Contract and by law for default by PROVIDER.
2. The provision of such insurance shall not be construed to limit PROVIDER's liability here under or to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding such insurance, PROVIDER shall be obligated for the full and total amount of damage, injury, or loss caused by negligence or neglect connected with this Contract.
3. PROVIDER shall notify the STATE in writing of any cancellation or change in insurance provisions thirty calendar days prior to the effective date of such cancellation or change.
4. DHS is a self-insured State agency. PROVIDER's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with insurance provided by PROVIDER.

V. PROVIDER'S Responsibilities. Paragraph 3.4.4 PROVIDER'S Responsibilities of the attached General Conditions is amended by deleting paragraph four, which reads "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 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."

VI. Tax Clearance. Paragraph 4.1.3 Tax Clearance of the attached General Conditions is deleted.

VII. Indemnification and Defense. Paragraph 5.1 Indemnification and Defense of the attached General Conditions is amended by deleting the language in this section and replacing with the following:

"The STATE and PROVIDER shall be responsible for the acts and omissions of their employees, agents, or assigns."

VIII. Cost of Litigation. Paragraph 5.2 Cost of Litigation of the attached General Conditions is amended by deleting the language in this section and replacing with the following:

"Should STATE or PROVIDER be made a party to any litigation connected to this Contract and commenced by the other party, STATE or PROVIDER may seek reasonable costs of litigation, including attorneys fees, as provided by law."

IX. Subcontracts. In addition to the requirements under section 3.2 Subcontracts and Assignments of the attached General Conditions, PROVIDER must obtain the STATE's prior written consent of all sub-contracts within thirty (30) calendar days after the effective date of this Contract, in order to ensure timely implementation of services. PROVIDER must obtain the STATE's prior written approval of any amendments, modifications, and/or changes to the existing sub-contracts. PROVIDER shall submit revised Form SPO-H 206F identifying the names of the selected sub-contractors and amounts awarded to each selected sub-contractor.

PROVIDER shall ensure that each sub-contractor meets all of the following requirements:

1. Must be a non-profit organization registered and compliant with the Department of Commerce and Consumer Affairs;
2. Currently compliant with the charitable solicitation laws of chapter 467B, Hawaii Revised Statutes;
3. Currently tax-exempt with the Internal Revenue Services;
4. Organized and operating in the state of Hawaii; and
5. Has been in operation providing homeless services in Hawaii for minimally one year.

PROVIDER shall ensure that the sub-contractors provide the services in a manner consistent with the minimum standards established in this Contract.

All sub-contracts shall be in writing and shall specify the activities and responsibilities delegated to the sub-contractor. The contracts must include provisions for revoking delegation or imposing other sanctions if the sub-contractor's performance is inadequate. The STATE reserves the right to inspect all sub-contracts and provider agreements at any time during the contract period. PROVIDER's sub-contractors shall submit to PROVIDER a tax clearance certificate from the Director of Department of Taxation, State of Hawaii, showing that all delinquent taxes, if any, levied or accrued under state law against the sub-contractor have been paid.

In compliance with section 3.4.4 of the General Conditions, PROVIDER shall be responsible for the accuracy, completeness, and adequacy of PROVIDER's and any sub-contractors' performance under this Contract. PROVIDER warrants that the "Required Services" set forth in Attachment 1, Scope of Services, shall be provided in a proper and satisfactory manner as determined by the STATE, regardless of whether PROVIDER sub-contracted any and all of the "Required Services" set forth in Attachment 1 of this Contract. No sub-contract or agreement that a PROVIDER enters into with respect to the performance under this Contract shall in any way waive of PROVIDER's duties, obligations, and/or liabilities under this Contract.

PROVIDER agrees that PROVIDER shall do either of the following:

1. Include all sub-contractors as insured under all insurance set forth in the Contract and the General Conditions; or
2. Cause each sub-contractor hired by PROVIDER to purchase and maintain insurance of the types specified herein, which includes adding the State of Hawaii as an additional insured on the sub-contractors' policies. PROVIDER shall obtain and maintain evidence of each sub-contractor's insurance and if requested by the STATE, PROVIDER shall furnish copies of certificates of insurance evidencing coverage for each sub-contractor.

PROVIDER shall provide a statement or document from each sub-contractor, signed by an individual authorized to legally bind the sub-contractor that states:

1. The general scope of work to be performed by the sub-contractor; and
2. The sub-contractor's willingness to perform for the indicated.

PROVIDER shall notify the STATE at least fifteen (15) days prior to adding or deleting sub-contracts or making any change to any sub-contract, which may materially affect PROVIDER's ability to fulfill the terms of this Contract.

All sub-contracts shall require that the sub-contractor agree to comply with the confidentiality and records retention requirements imposed by this Contract to the extent sub-contractors render services or perform functions under this Contract.

PROVIDER shall ensure that during the duration of this Contract, the sub-contractors are in compliance with the laws as identified in the attached General Conditions, and 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 PROVIDER's and sub-contractors' performance of this Contract or sub-contract.

PROVIDER shall ensure that the sub-contractors are in compliance with the provisions contained in the attached General Conditions to the extent sub-contractors render services or perform functions under this Contract.

- X. Liability. In addition to the General Conditions section 3.4.4. PROVIDER's Responsibilities, PROVIDER shall be liable for claims arising from the negligence, acts or omissions, or willful misconduct of PROVIDER or PROVIDER's employees, agents or sub-contractors.
- XI. Additional Material and Documentation. Upon request from the STATE, PROVIDER shall submit any additional materials and documentation reasonably required by the STATE for evaluating PROVIDER's and any sub-contractors' performance.
- XII. Right to Inspection and Audit of Books and Records of PROVIDER. The STATE may, at reasonable times and places, audit the books and records of PROVIDER, prospective contractor, sub-contractor, or prospective sub-contractor, which are related to the cost or pricing data, and a state contract, including sub-contracts.

The STATE shall have the general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by PROVIDER and its sub-contractors in compliance with this Contract.

- XIII. Campaign Contributions. PROVIDER is hereby notified of the applicability of section 11-355, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
- XIV. Wages and Labor Law Compliance. PROVIDER certifies that PROVIDER and its sub-contractors are in compliance with section 103-55, HRS, Wages, hours and working conditions of employees of contractors performing services.
- XV. Compliance with all Applicable State Business and Employment Laws. PROVIDER shall comply with all laws governing entities doing business in the State.

Each of PROVIDER's sub-contractors shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii that is current within six months of the date of issuance.

Each of PROVIDER's sub-contractors shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii that is current within six months of the date of issuance.

In accordance with General Conditions section 3.4.4 PROVIDER's Responsibilities, each of PROVIDER's sub-contractors shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against such

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

In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, each of PROVIDER's sub-contractors may submit proof of compliance through Hawaii Compliance Express (HCE).

Upon request by the STATE, PROVIDER shall provide sub-contractors' proof of compliance of such laws.

- XVI. Conflicts of Interest. PROVIDER represents that neither PROVIDER, not any employee, agent, or sub-contractor of 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 PROVIDER's performance under this Contract.
- XVII. Equipment. PROVIDER shall ensure that any equipment it or its sub-contractors acquired under this Contract that is directly related or used in the delivery of participant services is managed in accordance with STATE laws and procedures, unless otherwise instructed by the STATE. Following the termination of this Contract for whatever reason, all equipment shall be included in the final report to the STATE.
- XVIII. Program Monitoring. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring, site inspection, and/or other appropriate methods.

Upon request by the STATE, PROVIDER shall submit other information or records in the form required by the STATE including, without limitation, demographic and program activity information.

- XIX. Disputes. It is the State's policy to try to resolve all controversies by mutual agreement, if possible, without litigation. Such steps may include, but are not limited to, the STATE notifying PROVIDER in writing of a perceived failure to perform under this Contract and a time period to cure.

The following shall apply:

1. All controversies between the STATE and PROVIDER, which are not resolved by mutual agreement, shall be decided by the procurement officer in writing, within ninety (90) days after a written request by PROVIDER for a final decision concerning the controversy; provided that if the procurement officer does not issue a written decision within ninety (90) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then PROVIDER may proceed as if an adverse decision has been received.
2. The procurement officer shall immediately furnish a copy of the decision to PROVIDER, by certified mail, return receipt requested, or by any other method that provides evidence of receipt.
3. Any such decision shall be final and conclusive, unless fraudulent, or unless PROVIDER brings an action seeking judicial review of the decision in a circuit

court of the State of Hawaii within six months from the date of the receipt of the decision.

4. PROVIDER shall comply with any decision of the procurement officer and proceed diligently with performance of this Contract pending final resolution by a circuit court of the State of Hawaii of any controversy arising under, or by virtue of this Contract, except where there has been a material breach of this Contract by the STATE; provided that in any event PROVIDER shall proceed diligently with the performance of this Contract where the procurement officer has made a written determination that continuation of work under this Contract is essential to the public health and safety.

- XX. Public Records. Notwithstanding the above, PROVIDER acknowledges that this Contract and/or other documents may constitute a public record(s) under state law. To the extent consistent with state and federal law, each party will maintain the confidentiality of all confidential information. If a request is made to view PROVIDER's confidential information, the STATE will notify PROVIDER of the request and of the date that any such records will be released to the requester unless PROVIDER obtains a court order enjoining that disclosure or other appropriate remedy. If PROVIDER fails to obtain the court order enjoining disclosure prior to the deadline for responding to the request for documents, the STATE may release the identified requested information on the date specified without penalty or liability. The STATE reserves the right to also seek reimbursement for all costs and expenses incurred by the STATE in PROVIDER's refusal to produce PROVIDER's documents.
- XXI. Attorney's Fees. In addition to costs of litigation provided for under General Condition section 5, in the event the STATE should prevail in any legal action arising out of the performance or non-performance of this Contract, PROVIDER shall pay, in addition to any damages, all expenses of such action including reasonable attorney's fees and costs. The term "legal action" shall be deemed to include administrative proceedings of all kinds, as well as all actions at law or equity.
- XXII. Notice of Litigation. PROVIDER shall promptly notify the STATE in the event PROVIDER becomes aware of any actual litigation in which it is a party in a case, which involves services provided under this Contract. PROVIDER shall promptly, after being served with a summons, complaint, or other pleading which has been filed in any federal or state court or administrative agency, deliver copies of such document(s) to the STATE. The term "litigation" includes but is not limited to an assignment for the benefit of creditors and filings in bankruptcy, reorganization or foreclosure.
- XXIII. Authority. Each party has full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party certifies that such person has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

SPECIAL CONDITIONS

Name of Provider: County of Maui, Department of Housing and Human Concerns
 Address: 2200 Main Street, Suite 546 Wailuku, HI 96793

Name of Program: Ohana Zone – Kahului Affordable Housing for Homeless Families

Type of Program: Ohana Zone
 Type of Service: Providing rental housing for Families transitioning out of homelessness, including case management, employment support, security and property management.

Time of Performance: June 15, 2019 to June 14, 2022
 Amount of Contract: \$864,200.00

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- III. Language Assistance. PROVIDER shall offer language assistance to individuals with limited English proficiency at no cost to the STATE and the individual or family. In addition, PROVIDER:
 1. Shall document the offer of language assistance and whether the individual declined or accepted the language assistance;
 2. Is prohibited from requiring individuals to bring their own interpreters with them to assessments, training sessions, or other appointments;
 3. Shall be responsible for the cost of language assistance, which may be claimed as an expense in accordance with PROVIDER’s budget;

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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

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

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

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

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

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

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

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

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

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

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

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

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

2. **Documents and Files**

2.1 **Confidentiality of Material.**

2.1.1 **Proprietary or Confidential Information.** All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 **Uniform Information Practices Act.** All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 **Ownership Rights and Copyright.** The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 **Records Retention.** The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

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

3. Relationship between Parties

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

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

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

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

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

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

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

3.5 **Personnel Requirements.**

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

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

4. **Modification and Termination of Contract**

4.1 **Modification of Contract.**

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

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

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

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

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

5. Indemnification

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

6. Publicity

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

7. Miscellaneous Provisions

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

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

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

8. Confidentiality of Personal Information

8.1 Definitions.

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

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

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

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

8.2 Confidentiality of Material.

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

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

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

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

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

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

8.3 Security Awareness Training and Confidentiality Agreements.

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

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

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

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

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

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

8.5 **Records Retention.**

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

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

KAHULUI EMERGENCY SHELTER
County of Maui

SUMMARY:

The County of Maui Department of Housing and Human Concerns is seeking Ohana Zone funding for the case management, employment support, and property management for a 12 unit rental project. The project will be in newly renovated/refurbished structures on the former UH Maui dorm property. This project is intended to help address the immediate need for emergency shelter and permanent supportive housing for County's homeless population.

Site:

The County-owned property is located on the corner of Wahinepio Avenue and Kaahumanu Avenue in Kahului, Maui, Hawaii. This property is currently leased to UH Maui College for use as dorms. The property consists of 8.804 acres of land, identified as Tax Map Key (2) 3-8-007:117. UH Maui College is proposing to transfer the lease to HHFDC for the duration of the lease term, with the consent of the County of Maui for renovation of the structures

Existing Use:

The current structures were built in 1981 to serve as dormitory facilities for UH Maui College, and consist of 4 structures and 17 parking stalls. The structures include 3 residential buildings, and one community building with a laundry facility. Each residential building contains 4, two-bedroom, one bath units, for a total of 12 residential units. Each unit is approximately 800 SF. The units have remained vacant for approximately 15 years.

DESCRIPTION OF PROJECT:

Renovation of the Structures:

The County proposes to partner with HHFDC to redevelop the UH dorm property in three phases. Phase I will be the project for which the Ohana Zone funds will be used.

The first phase would involve the renovation/refurbishment of the current structures on the property for use as emergency shelter for up to 12 homeless families, including wrap around supportive services. Services would be provided through a service provider and in partnership with UH Maui College.

The residential buildings are proposed to be renovated in their current floor plans, and brought up to current code. This will result in 12 two bedroom, one bath units suitable for families, or for shared housing. The community building will be renovated to include laundry, mail room, and one or two offices to provide meeting spaces for wrap around service providers.

CASE MANAGEMENT AND EMPLOYMENT SUPPORTS:

- 1. Assist participants to increase income and assets, including:**
 - a. Screening and/or assisting in obtaining screening for public benefits eligibility**
 - b. Assisting to apply for benefits as indicated**
 - c. Assisting to connect to a SSI/SSDI Outreach, Access, and Recovery (SOAR) trained case manager as appropriate and available**
 - d. Providing and/or assisting participants to connect to services such as financial literacy, banking, budgeting, tax preparation and credit repair**
 - e. Providing and/or assisting participants to connect to educational and vocational services and opportunities, including literacy, GED and computer skills classes, resume development, interview coaching, mentoring, job training, higher education, job placement, and Supported Employment services**
- 2. Have clearly defined relationships with employment and income support programs that they can connect program participants to when appropriate**
- 3. Provide services that are designed to help participants build motivation for change. This includes, but is not limited to:**
 - a. Participants to gain control of their own lives, define their personal values, preferences and and visions for the future, and establish meaningful individual short and long-term goals**
 - b. Participants to develop discrepancy between their personal goals or values and their current behavior.**
 - c. Participants to build confidence, self-efficacy and hope that the things they want out of life are attainable**
 - d. Staff to develop services that are attractive and meaningful to participants and that are responsive to their needs and preferences**
 - e. Staff to see that Participants reluctance to engage in services means they need to adjust the intervention to make it appealing to the person being served**

PROJECT SCHEDULE:

INITIATION OF PROJECT

Execution of MOU May 2019

PHASE I – RENOVATION

| | |
|--------------------------|-----------|
| Architectural Assessment | May 2019 |
| Contract for Service | June 2019 |
| Permitting Complete | Dec 2019 |
| Construction Start | Mar 2020 |
| Occupancy | Nov 2020 |

BUDGET:

See Attached

OHANA ZONES
Former UHMC Dorms Estimate for Services, Property Management, and Security.
12 Family Units

BUDGET:

SALARIES

Annual Amount
\$ 150,000.00

1 Two (2) full-time Case Managers (\$75,000 per)

Case Manager duties to include:

Assist participants to increase income and assets, including:

- a. Screening and/or assisting in obtaining screening for public benefits eligibility.
- b. Assisting to apply for benefits as indicated.
- c. Assisting to connect to a SSI/SSDI Outreach, Access, and Recovery (SOAR) trained case manager as appropriate and available.
- d. Provide and/or assisting participants to connect to services such as financial literacy, banking, budgeting, tax preparation and credit repair.
- e. Providing and/or assisting participants to connect to educational and vocational services and opportunities, including literacy, GED and computer skills classes, resume development, interview coaching, mentoring, job training, higher education, job placement, and Support Employment services.

Provide services that are designed to help participants build motivation for change. This includes, but not limited to:

- a. Participants to gain control of their own lives, define their personal values, preferences and visions for their future, and establish meaningful individual short and long-term goals.
- b. Participants to develop discrepancy between their personal goals or values and their current behavior.
- c. Participants to build confidence, self-efficacy and hope that the things they want out of life are attainable.
- d. Develop services that are attractive and meaningful to participants and that are responsive to their needs and preferences.
- e. Staff to see that participant's reluctance to engage in services means they need to adjust the intervention to make it appealing to the person being served.

PROPERTY OPERATING COSTS

| | |
|---|--------------|
| a. Administrative | \$ 14,200.00 |
| b. Payroll (Management fee plus legal and accounting expenses) | \$ 40,000.00 |
| c. Management fee (Includes management and maintenance for building and grounds) | \$ 9,000.00 |
| d. Repairs and Maintenance | \$ 30,500.00 |
| e. Utilities (Includes water, sewer, trash, plus common area and tenant electric costs) | \$ 51,000.00 |
| f. Taxes & Insurance | \$ 6,600.00 |
| g. Replacement Reserve Deposits | \$ 43,200.00 |

SECURITY

| | |
|--|--------------|
| 12 hours daily night security yearround - \$20.00 per hour | \$ 87,600.00 |
|--|--------------|

TOTAL ESTIMATE FOR SERVICES, PROPERTY OPERATING COSTS, AND SECURITY \$ 432,100.00