ALAN M. ARAKAWA Mayor TEENA M. RASMUSSEN Economic Development Director

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RECEIVED 2017 OCT 23 PM 2: 46 OFFICE OF THE MAYOR

OFFICE OF ECONOMIC DEVELOPMENT

COUNTY OF MAUI 2200 MAIN STREET, SUITE 305, WAILUKU, MAUI, HAWAII 96793, USA Telephone: (808)270-7710 • Facsimile: (808)270-7995 • Email: economic.development@mauicounty.gov

October 20, 2017

Honorable Alan Arakawa Mayor, County of Maui 200 South High Street Wailuku, HI 96793

For Transmittal to:

Honorable Michael White, Chair And Members of the Maui County Council 200 South High Street Wailuku, HI 96793 APPROVED FOR TRANSMITTAL

Acting Mayor

Dear Chair White,

SUBJECT: MAUI COUNTY WORKFORCE DEVELOPMENT BOARD – PROGRAM YEAR 17 WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

In accordance with Ordinance No. 4456, Bill #65 (2017), Fiscal Year 2018 Budget, we are hereby transmitting to you a copy of the contracted amounts awarded by the State of Hawaii, Workforce Development Council for the program listed above for the period of October 17, 2017 to June 30, 2019 in the total amount of \$539,033.

Sincerely,

asmassen

Teena M. Rasmussen Director

COUNTY COMMUNICATION NO. 17-2

Attachment Cc: Lynn Araki-Regan, Budget Director

XAC	TIFIED TO BE A TRUE & CONTRACT NO. WIOA-17-AS	&DWP-M
	STATE OF HAWAI'I CONTRACT FOR HEALTH AND HUMAN SERVICES TRANSACTIONS EXEMPT FROM CHAPTER 103F, H	
	This Contract, executed on the respective dates indicated below	, is effective as of
-	0ctober 17 , 20 <u>17</u> between the	
-	Workforce Development Council	
	(Name of the state department, agency board or commission)	
-	State of Hawai'i ("STATE"), by its Executive Director	
	(Title of person signing for the STAT	E)
	Honolulu, Hawai`i 96813	
-		
•	and	
	(Name of PROVIDER)	
	("PROVIDER"), a <u>County of Maui, Office of Economic Development</u>	
	(Legal form of PROVIDER i.e., Corporation, Limited Liability Comp	any. etc.)
	under the laws of the State of <u>Hawai'i</u> whose business street add	lress and taxpayer
	identification numbers are as follows:	
	Business street address:	
	2200 Main Street	
	One Main Plaza Building, Suite 305	
	Wailuku, Hawai`i 96793	·····-
	Mailing address if different than business street address:	· · ·
	F ederal employer identification number: 99-6000618	 . *
	Hawai'i general excise tax number: 20016001	
		· · · · · · · · · · · · · · · ·
	EXEMPT TDANSACTIONS	
	EXEMPT TRANSACTIONS Page 1 of 6	
		AG Form 103F6 (02/0

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RECITALS

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1.	This C	contract is for a purchase of health and human services that is exempt from the
requirements	ofchapte	er 103F, Hawaiʻi Revised Statutes, ("HRS"), because:
	\checkmark	this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
11		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.

CONTRACT NO. WIOA-17-A&DWP-M

	(1)	(Identify state sources)				
	in the amount of	(state funding)	, or			
	(2) P	ublic Law 113-128	•			
		(Identify federal sources)				
	in the amount of	\$307,700.00	, or both.			
		(federal funding)				
D.	The STATE is authorized to enter into this Contract pursuant to:					
	Chapter 103F and 26-20					

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:

 \checkmark

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.

EXEMPT TRANSACTIONS Page 3 of 6

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

1. <u>Scope of Services.</u> 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. <u>Time of Performance.</u> The PROVIDER shall provide the Required Services from ______. 20 _____, to _____June 30 _____, 20 _19 _____, as set

forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. <u>Compensation</u>. The PROVIDER shall be compensated

in a total amount for all required services not to exceed Three Hundred Seven Thousand Seven Hundred and no/100 DOLLARS

(\$ 307,700.00), 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. <u>Reporting Requirements</u>. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) August 31 , 20 19 . No amendment to the PROVIDER's

Final Project Report shall be considered after (date) _____September 30 , 20 19 .

- 5. <u>Certificate of Exemption from Civil Service</u>. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.
- 6. <u>Standards of Conduct Declaration</u>. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

- 7. <u>General and Special Conditions.</u> 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.
- 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:

830 Punchbowl Street, Room 417

Honolulu, Hawai'i 96813

• •

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 ALLER
By Ullia
(Signature)
Print Name Allicyr C. H Tasaka
Print Title Executive Director, Workforce Dev. Council
Date 10/17/2017
FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)
Ву
(Signature)
Print Name
Print Title
Date

EXEMPT TRANSACTIONS Page 5 of 6 CONTRACT NO. WIOA-17-A&DWP-M

CORPORATE SEAL (if available)

• •

PROVIDE By An Print Name of Mani Cour Print Title Mayor

Date 2/u

APPROVED AS TO FORM:

Deputy Attorney General

APPROVAL RECOMMENDED:

Taznuz

Teena M. Rasmussen Director, Office of Economic Development County of Maui

APPROVED AS TO FORM AND LEGALITY:

8/31/2017

Jerrie L. Sheppard Deputy Corporation Counsel County of Maui

CONTRACT NO. WIOA-17-A&DWP-M

STATE OF	Hawaii)) SS.		
	_ COUNTY OF	Maui) 55.		
On this	11th	day of	September	, 20 17	, before
me appeared	Ala	n M. Aral	Luwa		
and				, to me know	vn, to be the
person(s) desci	ibed in and, who,	being by me	duly sworn, did s	ay that he/she/they	is/are the
	Mayor	a	nd		
of	the county of	mau			

PROVIDER'S ACKNOWLEDGMENT

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.



By	1	<u>Mahoekal~</u> gnature) KELII P. NAHOOIKAIKA
Date	9 11.1	7
Notary Pub	olic, State of	Hawaii
My commi	ssion expires:	4.30.18

Doc. Date:	9.11.17	#	# Pages:	53
Notary Name:	KELII P. N		2110	Circuit
Doc. Description:	contract	Gr hea	1th an	rcl
human s	ervices tr	antactivi	exem	pt from
chapter	103F, H	rs		

Kelij J. Maharkark 9.11.17 Notary Signature Date

NOTARY CERTIFICATION



CERTIFIED TO BE A TRUE & EXACT COPY OF ORIGINAL	10/100 17 LOO M
Hunn 05 10/18/17	7 CONTRACT NO. WIOA-17-LAC-M
(() CONTRACT FOR H	ATE OF HAWAI'I IEALTH AND HUMAN SERVICES: EMPT FROM CHAPTER 103F, HRS
This Contract, executed on	the respective dates indicated below, is effective as of
October 17	, 20 ¹⁷ between the
Workforce Develo	pment Council
(Name of the state de	partment, agency board or commission)
State of Hawai'i ("STATE"), by its	ecutive Director
whose address is:830 Punchbowl Street, F	
Honolulu, Hawai`i 96813	3
and	
	(Name of PROVIDER)
("PROVIDER"), a County of Maui, Office	of Economic Development
(Legai Jorm o	of PROVIDER i.e., Corporation, Limited Liability Company, etc.)
under the laws of the State of Hawai'i	whose business street address and taxpayer
identification numbers are as follows:	
Business street address:	
2200 Main Street	
One Main Plaza Bu	ilding, Suite 305
Wailuku, Hawai`i 9	6793
Mailing address if different than business	street address:
· · · · · · · · · · · · · · · · · · ·	
F ederal employer identification number:	99-6000618
Hawai'i general excise tax number:	20016001
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EXEMPT TRANSACTIONS Page 1 of 6

AG Form 103F6 (02/09)

CONTRACT NO. WIOA-17-LAC-M

RECITALS

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1.	This Co	ontract is for a purchase of health and human services that is exempt from the
requirements	of chapte	r 103F, Hawai'i Revised Statutes, ("HRS"), because:
	\checkmark	this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
1		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);
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		

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.

CONTRACT NO. WIOA-17-LAC-M

(1)		(Identify state sources)	······································
in the	e amount of	(state funding)	, or
		Public Law 113-128	
(2)		(Identify federal sources)	
in th	e amount of	\$53,902	, or both.
		(federal funding)	
The S	STATE is authorize	ed to enter into this Contract	pursuant to:
	Chapter	103F and 26-20	

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.

EXEMPT TRANSACTIONS Page 3 of 6

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

1. <u>Scope of Services.</u> 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. <u>Time of Performance.</u> The PROVIDER shall provide the Required Services from , 20 _____, to _____June 30 ____, 20 ____, as set

forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. <u>Compensation</u>. The PROVIDER shall be compensated

in a total amount for all required services not to exceed Fifty-Three Thousand, Nine Hundred Two and no/100 DOLLARS

(\$ 53,902.00), 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.



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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. <u>Reporting Requirements</u>. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) <u>August 31</u>, 20 19 _____. No amendment to the PROVIDER's

Final Project Report shall be considered after (date) _____ September 30 , 20 19

- 5. <u>Certificate of Exemption from Civil Service</u>. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.
- 6. <u>Standards of Conduct Declaration</u>. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

- 7. <u>General and Special Conditions.</u> 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.
- <u>Notices.</u> 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:

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830 Punchbowl Street, Room 417

Honolulu, Hawai'i 96813

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 ALL
By allia
(Signature)
Print Name Allicyn C. H. Tasaka
Print Title Executive Director, Workforce Dev. Council
Date 10/17/2017
FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)
By
(Signature)
Print Name
Print Title
Date

EXEMPT TRANSACTIONS Page 5 of 6

CONTRACT NO. WIOA-17-LAC-M

CORPORATE SEAL (if available)

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PROVIDE By anature Print Name Alan Arala of Mani Print Title Mayo

Date **9/11/1**

APPROVED AS TO FORM:

Deputy Attorney General

APPROVAL RECOMMENDED:

alu Kasmus

Teena M. Rasmussen Director, Office of Economic Development County of Maui

APPROVED AS TO FORM AND LEGALITY:

/2017 Jerrie/L. Sheppard

Deputy Corporation Counsel County of Maui

EXEMPT TRANSACTIONS Page 6 of 6

CONTRACT NO. WIOA-17-LAC-M

STATE OF	Hawaii)		
	_ COUNTY OF	Maui) SS.)		
On this _	1144	day of _	Scitemper	, 20 17	_ , before
me appeared	Alan	M. Arakan	4		
and				, to me know	vn, to be the
person(s) descr	ibed in and, who	, being by me	duly sworn, did	say that he/she/they	is/are the
<u> </u>	Mayor	a	nd		
of	the Coun	ity of Mai	uil	•	,

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.



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By Keli P. No	elvo chal
(S	ignature)
Print Name	KELII P. NAHOOIKAIKA
Date	1.11.17
Notary Public, State of	Hawaii
My commission expires:	430.18

Doc. Date:	9-11-17	# Pages:	53
Notary Name:	KELII P. NAHOOIKAI	KA Zhd	Circuit
Doc. Description:	contract for	health a	nd
hum	ian servicer tran	ractiona	erempt-
	chapter 103 F, b		·
Kepi	1. Nahrekal	٩.	11-17
Notary Signature		Date	
NOTARY CERT	FIFICATION		



((A) CONTRACT FOR H	CONTRACT NO. WIOA-17-YP-M 7 ATE OF HAWAI'I EALTH AND HUMAN SERVICES: EMPT FROM CHAPTER 103F, HRS
This Contract, executed on	the respective dates indicated below, is effective as of
October 17	, 20 <u>17</u> between the
Workforce Develop	
(Name of the state dep	partment, agency board or commission)
State of Hawai'i ("STATE"), by its	cutive Director
	(Title of person signing for the STATE)
whose address is:830 Punchbowl Street, R	loom 417
Honolulu, Hawai`i 96813	
and ("PROVIDER"), a County of Maui, Office (Legal form of u nder the laws of the State of Hawai`i	of Economic Development <i>PROVIDER i.e., Corporation, Limited Liability Company, etc.)</i>
	whose business sheet address and taxpayer
identification numbers are as follows:	
Business street address:	
2200 Main Street	
One Main Plaza Bui	Iding, Suite 305
Wailuku, Hawai`i 99	6793
Mailing address if different than business	street address:
	99-6000618
F ederal employer identification number:	20016001
Hawai'i general excise tax number:	

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EXEMPT TRANSACTIONS Page 1 of 6

CONTRACT NO. WIOA-17-YP-M

RECITALS

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1.	This Co	ontract is for a purchase of health and human services that is exempt from the
requirements	of chapte	r 103F, Hawai'i Revised Statutes, ("HRS"), because:
	\checkmark	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;
	Ċ	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.

CONTRACT NO. WIOA-17-YP-M

3.	Money is available to fund	d this Contract pursuant to:	
	(1)	(Identify state sources)	
		(identify state sources)	
	in the amount of		, or
		(state funding)	
	(2)	Public Law 113-128	
	(-)	(Identify federal sources)	,
	in the amount of	\$177,431	, or both.
		(federal funding)	 Angle (DDM) Subjections
D.	The STATE is authorized	d to enter into this Contract pu	arsuant to:
	Chapter 1	03F and 26-20	
	(Les	gal 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.

EXEMPT TRANSACTIONS Page 3 of 6

AG Form 103F6 (02/09)

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

1. <u>Scope of Services.</u> 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. <u>Time of Performance.</u> The PROVIDER shall provide the Required Services from ______, 20 _____, to _____June 30 _____, 20 <u>19</u> _____, as set

forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. <u>Compensation</u>. The PROVIDER shall be compensated

in a total amount for all required services not to exceed One Hundred Seventy Seven Thousand Four Hundred Thirty-One and no/100 DOLLARS

(\$ <u>177,431.00</u>), 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. <u>Reporting Requirements</u>. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) August 31, 20, 19. No amendment to the PROVIDER's

Final Project Report shall be considered after (date) _____ September 30 , 20 _____.

- 5. <u>Certificate of Exemption from Civil Service</u>. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.
- 6. <u>Standards of Conduct Declaration</u>. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

- 7. <u>General and Special Conditions.</u> 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.
- 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:

830 Punchbowl Street, Room 417

Honolulu, Hawai'i 96813

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 allice
(Signatyre)
Print NameAllicyn C. H. Tasaka
Print Title Executive Director, Workforce Dev. Council
Date 10/17/2017
FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)
Ву
(Signature)
Print Name
Print Title
Date

EXEMPT TRANSACTIONS Page 5 of 6

CONTRACT NO. ____

CORPORATE SEAL (if available)

PROVIDER By ignature)

an Avaka Print Name - of Moa Print Title

Date

APPROVED AS TO FORM:

Deputy Attorney General

APPROVAL RECOMMENDED:

Teena M. Rasmussen Director, Office of Economic Development County of Maui

APPROVED AS TO FORM AND LEGALITY:

Jerrie/I. Sheppard 8/21/2017

Deputy Corporation Counsel County of Maui

CONTRACT NO. WIOA-17-YP-M

PROVIDER'S ACKNOWLEDGMENT

STATE OF	Hawali)		
	COUNTY OF	Mauī) SS.)		
On this	(144	day of	September	, 20 _17	, before
me appeared		flan M.	Arakawa	· · · · · · · · · · · · · · · · · · ·	
and	· · · · · · · · · · · · · · · · · · ·		•	, to me known	, to be the
person(s) descri	bed in and, who,	being by m	e duly sworn, di	d say that he/she/they i	s/are the
	Mayor		and		
of	he County o	F Maui			,

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.



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By Kilú & Ma	Um ekal		
Print Name KELII P. NAHOOIKAIKA			
Date 9.1(.11			
Notary Public, State of Hawaii			
My commission expires:	4.30.18		

Doc. Date:	9-11-11	# Pages:	53
Notary Name:	KELII P. NAHOO	IKAIKA 2.hd	Circuit
Doc. Description:	contract fo	r health and	human
s'ervicer	transactions	exempt- fro	n charter
103F, 1	trs		

Keli O Maho effecte 9.11.17 Date

NOTARY CERTIFICATION



	0.	National Housing Trust Fund	1	,500	,000	
	p.	Nutrition Services Incentive Program (NSIP)		120	,000	
	q.	Private Donations		1	,000	
	r.	Retired Senior Volunteer Program (1) Provided, that disbursement for salaries and premium pay is limited to 1.0 LTA equivalent personnel.		65	,850	
	s.	 Section 8 Housing Program (1) Provided, that disbursement for salaries and premium pay is limited to 22.0 LTA equivalent personnel. 	22	,480	,292	
	t.	State Health Insurance Assistance Program (SHIP)		5	,000	
	u.	Strategic Prevention Framework Partnerships for Success		10	,000	
	v.	Title III Programs(1) Provided, that disbursement for salaries and premium pay is limited to 5.0 LTA equivalent personnel.		750	,000	
	w.	Veteran Directed Home Community Based System		50	,000	
	х.	Volunteer Center Program		10,	,000	
	у.	Voluntary Contributions		20,	,000	
6. I	De	partment of Management				
	a.	Hawaii Integrated Justice Information Sharing (HIJIS) Program		15,	,000	
7. (Off	ice of the Mayor				
	a.	Hawaii State Department of Business, Economic Development & Tourism		2,	,500	
	b.	Hawaii State Energy Office		25,	,000	
	c.	 Hawaii Tourism Authority (HTA) - County Product Enrichment Program (1) Provided, that disbursement for salaries and premium pay is not restricted by Section 5. 		70,	,000	
	d.	Innovate Hawaii		10,	,000	
	e.	Workforce Innovation and Opportunity Act (WIOA) (1) Provided, that disbursement for salaries and premium pay is not restricted by Section 5.		708,	,782	1