

JOSIAH K. NISHITA
County Clerk



MARGARET C. CLARK
Deputy County Clerk

OFFICE OF THE COUNTY CLERK

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

December 20, 2019

Honorable Riki Hokama, Chair
Healthy Families and Communities Committee
Council of the County of Maui
Wailuku, Hawaii 96793

Dear Chair Hokama:

By letter dated December 5, 2019 (County Communication No. 19-497), the Director of Finance transmitted 75 contracts/grants for filing with the County Clerk.

At the December 20, 2019 Council meeting, the foregoing communication was filed; however, Contract No. G5051 was referred to your Committee at your. Transmitted is a copy of the contract.

Respectfully,

A handwritten signature in black ink, appearing to be "Josiah K. Nishita", written in a cursive style.

JOSIAH K. NISHITA
County Clerk

/lks

Enclosure

cc: Director of Council Services

2019 DEC 20 PM 4:48

11:11

GRANT AGREEMENT CERTIFICATION

I, SCOTT K. TERUYA, Director of Finance of the County of Maui, State of Hawaii,
do certify that there is available appropriation or balance of an appropriation over and above all
outstanding contracts, sufficient to cover the amount required by the foregoing contract, i.e.

Appropriation

Index

Title

Amount Required

914162B ✓

KAHULUI FAC MASTER PLAN

(6317)

\$ 200,000.00 ✓

GRANT AGREEMENT

G 5051

HALE MAKUA HEALTH SERVICES

Dated this 14 day of NOVEMBER 2019

Grant Period: July 1, 2019 - December 31, 2020



SCOTT K. TERUYA
Director of Finance

Master Planning for DHHC
ORDINANCE #4988 (FY2020)

FY 2020

Jh

aug 14
2019

je

GRANT AGREEMENT OF COUNTY FUNDS

(FY2020) DHHC GRANT

G5051

THIS AGREEMENT, made this 18th day of November, 2019, by and between HALE MAKUA HEALTH SERVICES, a Hawaii nonprofit corporation, whose local mailing address is 472 Kaulana Street, Kahului, HI 96732 hereinafter called the "GRANTEE", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "COUNTY".

WITNESSETH:

WHEREAS, the COUNTY desires to encourage and support the Master Planning of the Kahului Facility and the surrounding area; and

WHEREAS, the Department of Housing and Human Concerns, hereinafter called "DHHC", has reviewed and approved the GRANTEE's proposal for a grant of COUNTY funds in furtherance of this goal;

NOW, THEREFORE, the COUNTY and GRANTEE in consideration of the mutual promises hereinafter set forth hereby agree as follows:

A. General Conditions. In consideration of a grant of COUNTY funds, the GRANTEE shall agree to the following conditions in the use and administration of the COUNTY funds:

1. Perform under and fulfill all terms and conditions of the grant, attached as Exhibits "A" through "D", which are incorporated by reference and made a part hereof.
2. Initial and final payment under this Agreement shall be subject to receipt, by the COUNTY, of original copies of State of Hawaii Tax Clearance Certificate(s) for the GRANTEE validated by the State of Hawaii Department of Taxation and the Internal Revenue Service (IRS) or a Certificate of Vendor Compliance (CVC) as required by COUNTY policy.
3. This grant Agreement is for one (1) grant performance period (See: Section P), which is contingent upon the following:
 - a) The availability and appropriation of funds;

- b) GRANTEE's compliance with all DHHC/GMD mandates, and/or instructions pursuant to any grant application, or fiscal policy and procedure;
- c) GRANTEE's successful completion of the project and fiscal reporting requirements as specified in the Agreement.

B. Project Budget. The COUNTY agrees to make available as a grant to the GRANTEE a sum not to exceed, for FY2020, TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00) in grant funds (Index code: 914162B; grants and disbursements for Health Human Services and Education). The GRANTEE agrees to use the grant funds for purposes specified in Exhibit "B" and shall allocate the County funds according to the budget attached as Exhibit "C" (an amount not to exceed \$200,000.00 for FY2020).

GRANTEE shall comply with all standard policies and procedures pertaining to budget revisions and/or budget modifications as specified in the DHHC Grants Management Division, herein called "GMD", budget revision guidelines.

C. Payment Process.

1. For and in consideration of the agreements and undertakings of the GRANTEE, the COUNTY hereby agrees to pay the GRANTEE upon successfully reaching certain milestones as listed in Exhibit "D".
2. GRANTEE shall submit to the COUNTY written Request for Payment. Each request shall be authenticated as to accuracy by the GRANTEE, and verified by the designated COUNTY departmental officer. Each request shall include the following:
 - a) Certification by the GRANTEE that the work for which payment is requested was performed in accordance with the terms of this Agreement;
 - b) Certified payroll records for the applicable time period or phase for which payment is being requested; and
 - c) Contracts, bills, invoices and purchase orders which support the request, shall:
 - (1) Be the original document, unless prior approval is obtained from the COUNTY's designated departmental officer to submit document copies.
 - (2) Be under the letterhead of the respective contractor or subcontractor requesting payment.

- (3) Be signed by an authorized official of the GRANTEE as approved to be paid.
- d) The Project name, the nature of the work or materials provided, and the specific phase of the project for which the work or materials were provided.
- 3 All payments shall be made no later than thirty (30) calendar days after the receipt of the GRANTEE's quarterly reports, invoices and allotment request, provided that the GRANTEE has met all terms and conditions of this Agreement.
- 4 THE COUNTY MAY WITHHOLD ANY OR ALL PAYMENTS TO THE GRANTEE IF THE AMOUNT OF THE PAYMENT AS REQUESTED IS, IN THE COUNTY'S DETERMINATION, UNREASONABLE, OR DOES NOT COMPLY WITH THE TERMS OF THIS AGREEMENT.

D. Reporting Requirements.

- 1. The GRANTEE shall submit to the COUNTY a Quarterly Certification, Quarterly Allotment Request (QAR), a Quarterly Financial Report (QFR), and a Quarterly Narrative Report (QNR), on forms prescribed by the DHHC not later than three (3) weeks following the end of each quarter, as follows:

<u>Quarterly Reports</u>	<u>Due to the COUNTY No Later than</u>
First Quarter (Jul-Sep 2019)	October 21, 2019
Second Quarter (Oct-Dec 2019)	January 21, 2020
Third Quarter (Jan-Mar 2020)	April 21, 2020
Fourth Quarter (Apr-Jun 2020)	July 21, 2020
Fifth Quarter (Jul-Sep 2020)	October 21, 2020
Sixth Quarter (Oct-Dec 2020)	January 21, 2021

- 2. The Quarterly Narrative Report (QNR) shall contain the following information:
 - a) Summary of the project's status
 - b) Any changes to the project timeline
 - c) Funding and financial status
 - d) Any issues or concerns regarding the successful completion of the project.

3. The GRANTEE shall provide an inventory of all equipment costing \$5,000.00 or more acquired with funds provided under this Agreement, and a list of expenditures incurred in the performance of this Agreement.
 4. The Quarterly Reports shall be submitted in a timely manner and authenticated as to its accuracy by the GRANTEE, verified by a designated COUNTY official and shall include a certification by the GRANTEE that the work was performed in accordance with the terms of this Agreement.
 5. Within ninety days of the Project completion, a final report shall be furnished to the COUNTY. Additional reports required by the COUNTY shall be provided by the GRANTEE as requested.
- E. Project Monitoring and Inspections. The GRANTEE shall retain their records and allow the COUNTY or its duly authorized agent free access to any and all records relating to the project without advance or formal notification or appointment when such access is for the express purpose of monitoring, investigating, researching or formulating related policies and procedures or when the COUNTY is otherwise in the pursuit of any official business relative to any aspect of this Agreement.
- F. Documents and Files.
1. The GRANTEE shall maintain in its files, at all times, documentation verifying that work described in any contract, bill, invoice, purchase order or Request for Payment sent to the COUNTY is correct, complete, and in accordance with the terms of this Agreement.
 2. Any information, data, report, record, summary, table, map or study given to or prepared or assembled by the GRANTEE under this Agreement that the COUNTY requests to be kept confidential shall not be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of the COUNTY.
 3. The COUNTY shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the GRANTEE pursuant to this Agreement, and all such materials shall be considered "works made for hire". All such material shall be delivered to the COUNTY upon expiration or termination of this Agreement. The COUNTY, in its sole discretion, shall have the

exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the GRANTEE pursuant to this Agreement.

4. The GRANTEE and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost of pricing data for three (3) years from the date of the final payment under the Agreement. In the event of any litigation, claim, investigation, audit, or other action, the 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 GRANTEE and any subcontractors shall allow COUNTY free and unrestricted access to such records.
- G. Changes. The COUNTY may from time to time require changes in the scope of services which the GRANTEE is to perform. Such changes, including any increases or decreases in the amount of the GRANTEE's funding, shall be incorporated by written amendment to this Agreement.
- H. Independent Contractor. GRANTEE acknowledges that it is an independent contractor and not an employee of the COUNTY.
- I. Indemnification. GRANTEE shall defend, indemnify and hold harmless the COUNTY, its officers, agents, and employees from and against any and all manner of actions and claims arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of GRANTEE, its officers, its employees, or its agents occurring during or in connection with the performance of the GRANTEE's services under this Agreement.
- J. Insurance. In order to protect itself as well as the COUNTY under the indemnification agreement set forth above, the GRANTEE shall obtain, pay for, and keep in force throughout the period of this Agreement comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a "Non-Admitted Carrier") or its equivalent only through a general insurance agent or broker licensed in the State of Hawaii.

The Carrier shall be rated no less than "A-" as established by "AM Best" or "Standard & Poor" ratings. The insurance policy, as evidenced by issuance of a "Policy Endorsement", shall name the COUNTY, its officers, employees and agents as "Additional

Insured", and shall include a duty to defend the COUNTY, its officers, employees and agents against any loss, liability, claims, and demands for injury or damage, including, but not limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with GRANTEE's actions and/or performance of this Agreement. Unless otherwise agreed to by the COUNTY, through the joint decision and discretion of the Director of the Department of Housing and Human Concerns, and the Director of the Department of Finance, the insurance policy shall contain the following minimum requirements:

- a) No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
- b) No erosion of limit by payment of defense costs; and
- c) Minimum annual aggregate limit of \$2,000,000.

Prior to or upon the execution of this Agreement, GRANTEE shall furnish the COUNTY with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Agreement, the GRANTEE shall, upon renewal of the insurance policy, provide the COUNTY with a copy of the renewed insurance policy certificate together with the required endorsements. Unless waived by the COUNTY, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given the COUNTY thirty (30) calendar day's prior written notice of the intended cancellation or termination.

K. Modification and Termination of Agreement.

1. Any modification, alteration or change to this Agreement, including, but not limited to, modification of the project(s) to be completed, extension of time of performance, or changes of the approved budget, shall be made only by written supplemental agreements executed by the parties.
2. This Agreement may be terminated in whole or in part when the COUNTY determines that there has been a change in the conditions upon which the need for the project was based, that the GRANTEE has failed to provide services adequately or satisfactorily, that funding for this agreement is not available or cannot be secured or that other good cause for the whole or partial termination of this Agreement exist.

3. If the COUNTY determines, in its sole discretion, that it is necessary or convenient, this Agreement may be terminated in whole or in part at the option of the COUNTY. If the COUNTY elects to terminate under this section, the GRANTEE shall be entitled to reasonable payment as determined by the COUNTY for satisfactory services rendered under this Agreement up to the time of termination.
 4. The GRANTEE may withdraw from the Agreement after obtaining the written consent of the COUNTY. The COUNTY, upon the GRANTEE's withdrawal, shall determine whether payment is due to the GRANTEE, and the amount that is due.
 5. The COUNTY may offset against any monies or other obligations the COUNTY owes to the GRANTEE under this Agreement, any amounts owed to the COUNTY of Maui by the GRANTEE, including but not limited to the payment of any taxes or levies of any kind or nature. The COUNTY shall notify the GRANTEE in writing of any exercise of its right of offset and the nature and amount of such offset.
- L. County's Remedies. GRANTEE understands that in the event that it fails to comply with any of the performance requirements, provisions, or conditions set forth in this Agreement, that the COUNTY may refuse to make further payments to GRANTEE of money under this Agreement. The COUNTY will give a written notice to the GRANTEE of any stop payment action.
- M. Subcontracting.
1. The GRANTEE shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the COUNTY. All subcontracts entered into by the GRANTEE shall be in writing.
 2. If GRANTEE contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, GRANTEE shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, and any COUNTY procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. GRANTEE shall submit to the COUNTY copies of all plans, specifications, permits and other approval applications for review and approval by the COUNTY's designated departmental officer prior to soliciting construction bids and proposals from contractors for the construction.

Additionally, GRANTEE shall ensure that all procurement transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent practical, open and free competition.

3. GRANTEE shall ensure that all contractors and subcontractors shall comply with all applicable provisions of the prevailing wage schedule as required under Chapter 104, Hawaii Revised Statutes, and further, shall require all contractors and subcontractors to submit certified payroll records to the GRANTEE on a periodical basis for GRANTEE's and the COUNTY's review and files.

N. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement. If the entire Agreement is deemed illegal or invalid, the COUNTY may terminate the Agreement without liability except as provided herein.

O. Headings. All headings of this Agreement are for convenience only and are not to be construed as limiting in any manner the content of any section or particular provision.

P. Time of Performance. The time of performance shall begin on July 1, 2019, and shall terminate on December 31, 2020, subject to the terms and conditions specified herein.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement the day,
month and year first above written.

GRANTEE: HALE MAKUA HEALTH SERVICES

By: Alec J W McBoeant Jr
(Signature)

Alec J W McBoeant Jr
(Print Name)

Its Secretary
(Title)

By: Wesley Lo
(Signature)

Wesley Lo
(Print Name)

Its CEO
(Title)

COUNTY OF MAUI:

By: Michael P Victorino

MICHAEL P. VICTORINO
Its Mayor

APPROVAL RECOMMENDED:

Lori Tsuhako
LORI TSUHAKO, Director
Department of Housing & Human Concerns

Michele Yoshimura
MICHELE YOSHIMURA
Budget Director

APPROVED AS TO FORM AND LEGALITY:

Gary Y. Murai
GARY Y. MURAI
Deputy Corporation Counsel
County of Maui

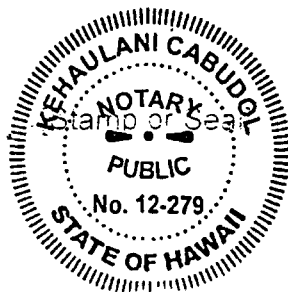
STATE OF HAWAII)

) SS.

COUNTY OF MAUI)

On this 23rd day of October, 2019, before me personally appeared Alexander J W ~~B~~ McBarrett Jr., to me personally known, who, being by me duly sworn or affirmed, did say that person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



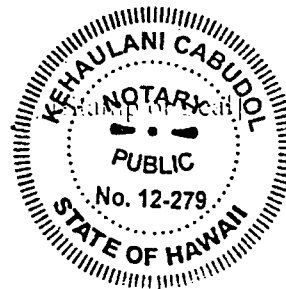
Kehaulani Cabudol
Signature

Kehaulani Cabudol
Type or Print Name

Notary Public, State of Hawaii

My commission expires: **KEHAULANI CABUDOL**
My Commission Expires August 26, 2020

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	Not dated at time of notarization	# Pages:	<u>34</u>
Notary Name:	<u>Kehaulani Cabudol</u>	Judicial Circuit:	<u>Second</u>
Doc. Description:	<u>Grant Agreement of</u> <u>County Funds (FY2020)</u> <u>DHHC Grant 65051</u>		
Notary Signature:	<u>Kehaulani Cabudol</u>		
Date:	<u>October 23, 2019</u>		



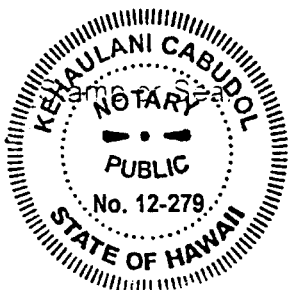
STATE OF HAWAII)

) SS.

COUNTY OF MAUI)

On this 23rd day of October, 2019, before me personally appeared Wesley Philip Lo, to me personally known, who, being by me duly sworn or affirmed, did say that person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



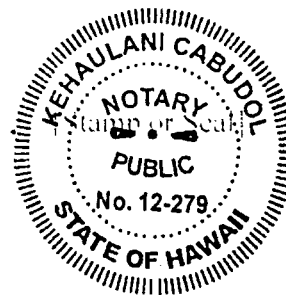
Kehaulani Cabudol
Signature

Kehaulani Cabudol
Type or Print Name

Notary Public, State of Hawaii

My commission expires: KEHAULANI CABUDOL
My Commission Expires August 26, 2020

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	Not dated at time of notarization	# Pages:	<u>34</u>
Notary Name:	<u>Kehaulani Cabudol</u>	Judicial Circuit:	<u>Second</u>
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Date:	<u>October 23, 2019</u>		



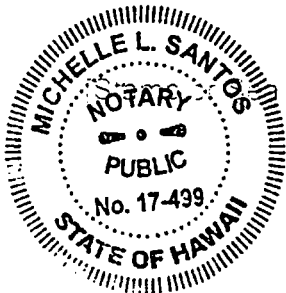
STATE OF HAWAII)

) SS.

COUNTY OF MAUI)

On this 18th day of November, 2019, before me appeared MICHAEL P. VICTORINO to me personally known, who being by me duly sworn did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Charter, and the said MICHAEL P. VICTORINO, acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Michelle L. Santos
Signature

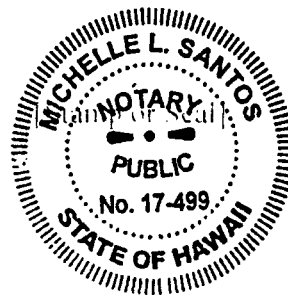
MICHELLE L. SANTOS

Type or Print Name

Notary Public, State of Hawaii

My commission expires: 12-3-21

NOTARY PUBLIC CERTIFICATION	
Doc. Date: <u>11-18-19</u>	# Pages: <u>34</u>
Notary Name: <u>MICHELLE L. SANTOS</u>	Judicial Circuit: <u>2nd</u>
Doc. Description: <u>Grant Agreement</u>	
Notary Signature: <u>Michelle L. Santos</u>	
Date: <u>11-18-19</u>	



ADDITIONAL CONDITIONS

Department of Housing and Human Concerns (DHHC)

In consideration of a grant of COUNTY funds, GRANTEE agrees to the following conditions in the use and administration of COUNTY funds. In the event the following conditions conflict with any term, provision, condition and/or covenant contained in the body of the Grant Agreement, the terms, provisions, conditions and/or covenants contained in said body shall prevail.

- 1) GRANTEE shall keep records and prepare reports, including detailed, separate financial records relating to ALL GRANT FUNDS. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law. GRANTEE shall maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the COUNTY and the nature and amount of all charges claimed to be against such funds.
- 2) GRANTEE shall not use grant funds to compensate its employees more than the prevailing wages in the State of Hawaii for employees with similar skills and abilities.
- 3) Unless otherwise required in the Grant Agreement or in related proposals, GRANTEE shall supply the COUNTY with a copy of its audited financial statements, prepared by its Certified Public Accountant(s). GRANTEE shall, upon request of the COUNTY, provide the COUNTY full access to inspect or audit GRANTEE's records, report books, files, and other financial records and documents to allow the COUNTY to determine compliance with the terms of the Grant Agreement, measure project requirements and assure proper expenditure. GRANTEE shall cooperate fully and assist the COUNTY in any such audit or inspection.
- 4) GRANTEE shall give the COUNTY and, if applicable, the State of Hawaii, appropriate recognition in all grant-funded projects and printed materials.
- 5) GRANTEE shall comply with its articles of incorporation and/or bylaws and all relevant COUNTY, State and/or Federal rules and regulations concerning its policies and operations.
- 6) GRANTEE shall not discriminate either in the hiring of staff, use of volunteers, use of facilities, or delivery of client services on the basis of sex, sexual orientation, national origin,

age, race, color, religion or disability. GRANTEE shall comply with all applicable federal and state laws prohibiting discrimination.

- 7) GRANTEE shall not alter project plans which provided the justification for the grant without first obtaining the prior written consent of the COUNTY. GRANTEE shall inform the COUNTY of any proposed changes to the budget allocations or project description or schedule outlined herein.
- 8) GRANTEE shall comply with all requests of the County of Maui for information and reports regarding the project and GRANTEE's operations.
- 9) GRANTEE shall comply with all applicable federal, state and COUNTY licensing requirements and with all applicable accreditation and other standards of quality generally accepted in the field of GRANTEE's activities. GRANTEE shall assure that any person or entity GRANTEE may engage, retain or subcontract with to provide any service or perform any function under this grant complies with all applicable federal, state and COUNTY licensing requirements and with all applicable accreditation and other standards of quality generally accepted in said person's or entity's field.
- 10) GRANTEE shall not use any grant funds for purposes of providing entertainment, food and beverages, or perquisites to GRANTEE's employees or staff. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by GRANTEE to an employee, officer, director, or member of GRANTEE agency to reduce that individual's personal expenses.
- 11) GRANTEE shall not use any grant funds for payments into self-funded unemployment insurance benefit accounts. (H.R.S. Chapter 383-62)
- 12) As a nonprofit organization, GRANTEE shall establish and be governed by bylaws or policies which shall include provisions relating to nepotism and management of potential conflict-of-interest situations, as required by Section 3.36.040(c) of the Maui County Code.
- 13) GRANTEE shall not dispose of any real or personal property acquired with grant funds received under this Agreement without first receiving prior written consent of the COUNTY. Should GRANTEE cease to use any real or personal property acquired with grant funds for purposes described in this Agreement, GRANTEE shall either:

- a) Pay the COUNTY the current fair market value of the asset; or
 - b) Transfer the control of the asset to the COUNTY.
- 14) Upon expiration or termination of this Agreement, the GRANTEE shall transfer to the COUNTY
- a) Any COUNTY funds on hand at the time of termination;
 - b) Any account receivables attributed to the use of COUNTY funds; and
 - c) Any real and/or personal property acquired or improved in whole or in part with COUNTY funds.
- 15) NONCOMPLIANCE, SUSPENSION AND TERMINATION: GRANTEE's failure to faithfully perform any part of this Agreement or any of the Additional Conditions herein shall constitute noncompliance, and:
- a) Should the noncompliance continue for thirty (30) days after written notice thereof is delivered to GRANTEE or mailed to its last known address; or,
 - b) If such noncompliance cannot be reasonably cured in thirty (30) days, and GRANTEE has failed to commence to cure such noncompliance and to continue to diligently use its best efforts to cure such noncompliance; or
 - c) If GRANTEE shall become bankrupt; or,
 - d) If GRANTEE fails to perform any of the terms of this Agreement, or abandons or substantially suspends any part of this Agreement's Scope of Work; then the COUNTY may, at its sole discretion, take any one or more of the following actions:
 - i) Withhold grant fund payments pending correction of the noncompliance by the GRANTEE;
 - ii) Disallow all or part of the cost/expense of the activity or action not in compliance;
 - iii) Suspend or terminate, wholly or partially, the current award of this Agreement with the GRANTEE;
 - iv) Withhold additional award(s) to the GRANTEE; and

v) Terminate this Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach or contract

16) COST INCURRED DUE TO SUSPENSION OR TERMINATION: Any costs incurred by the GRANTEE resulting from any obligations incurred by GRANTEE during suspension or after termination of this Agreement are not allowable unless the COUNTY authorizes such costs in the Notice of Suspension or Termination issued to the GRANTEE. The determination of eligible costs shall be made by the COUNTY in its sole discretion.

17) PROSELYTIZATION PROHIBITED: Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

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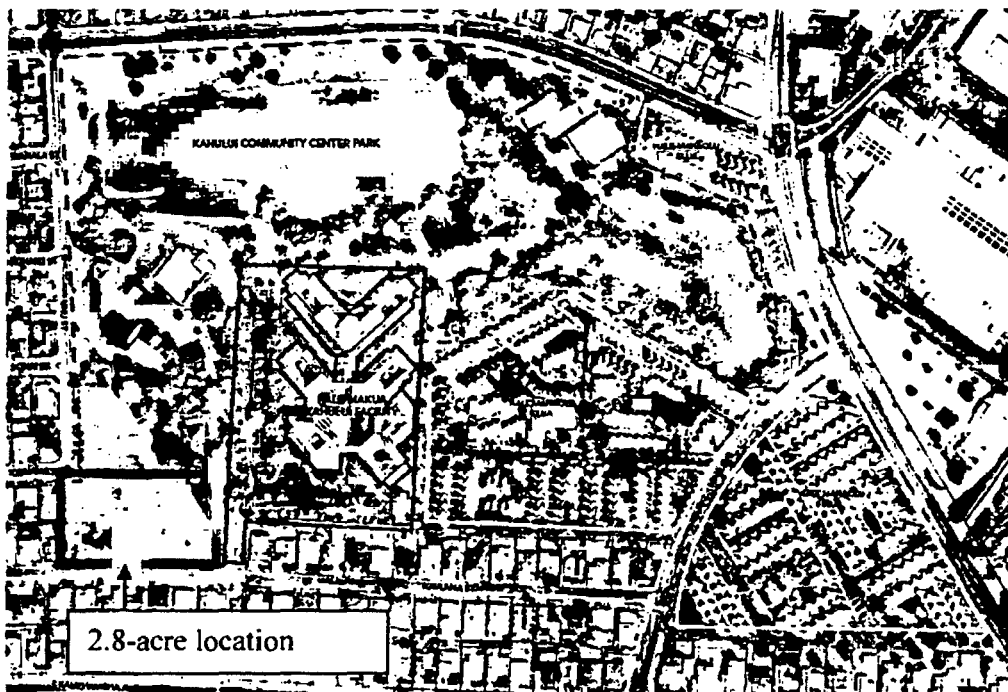
Project Narrative

I. Project Information:

- Amount being requested from COM and its purpose.
- Project location – TMK, address, landowner/leaseholder and pertinent land issues if any.
- How this project supports your Agency's mission and goals (activities/services/uses).
- The projects benefit to the community and target population impacted.
- Total anticipated cost of the project with a breakdown of the major phases. Please indicate if tasks are being done "in-house" at no additional cost. **Use the following table to format your response.**

Kahului, HI 96732





The project area (approximate boundary is outlined in dashed red lines) Hale Makua Kahului campus is in solid red lines. Yellow lines represent Hale Maholou an adjacent senior housing community. The blue lines represent the 2.8 acre parcel.

The projects benefit to the community and target population impacted:

The development of the southeast quadrant of the parcel (the 2.8 acres) is being leased by Hale Makua Health Services (HMHS) and is intended to allow consolidation of HMHS's two campuses. Hale Makua Kahului and Hale Makua Wailuku. Hale Makua Kahului campus houses HMHS administrative offices and a kitchen to serve both facilities. is a nursing home with 254 skilled and intermediate care beds and an Adult Day Health Center. The Hale Makua Wailuku campus houses laundry services for both facilities and is a nursing home with 90 skilled and intermediate care beds and a 22-bed Adult Residential Care Home.

HMHS was granted \$200,000 to help with the planning and design of this project.

After discussion with members of the County Council and key government stakeholders, HMHS agreed to use the planning and design money to also evaluate master planning options for the entire parcel of land (the entire park).

U.S. Census projections indicate that by 2030, more than one-fifth of the U.S. population will be 65 years of age or older. We are at a crucial time where HMHS and indeed our entire island community need to look to the future to ensure that we can sustain our commitment to provide compassionate and quality care for those in need. According to 2017 Census, Maui's resident population is expected to grow in the next five years by 29% in the 75 – 84 cohort and 9% in the 85 and over cohort. By 2030, individuals over the age of 65 will represent 20% (35,337 people) of Maui's population, compared to 5.88% of Maui's population was over the age of 65 in 1970.

The vision proposed master plan would lay a foundation for creating a central Maui campus for seniors that provides a continuum of care services, easily accessible wellness activities, and an active lifestyle with recreation space, walking paths, gardens, etc. It would increase the availability and options for small homes that are less institutional, and create more home and community based services at a cost that is significantly lower than that of a nursing home. This campus will be a one of kind master planned senior community nestled between the existing Hale Makua Kahului and Hale Mahaolu Kahului campuses, and in close proximity to an existing shopping center and grocery store.

Funding would help develop a long-range master plan, which will allow for:

- An infill community which shall be generally defined by adjacent properties currently used by the Hale Makua Kahului, Hale Mahaolu and the County of Maui projects, and the Kahului Community Center Park, and which shall focus on the needs of Maui's frail and elderly.
- Identification of future health care, social service, recreational, and living/care opportunities within the master plan area.
- Identification of synergies in use, operations, and facilities/service infrastructure systems to ensure that the master plan creates an environment which meets the needs of residents and clients in an efficient and operationally effective manner.
- Formulation of an implementation framework for the master plan such that phasing, development sequencing, financial feasibility, and community needs are appropriately considered in the context of the master plan's vision of an integrated planned community offering services, living and care opportunities for Maui's frail and elderly residents for generations to come.

How this project supports your Agency's mission and goals (activities/services/uses):

This parcel of land is adjacent to Hale Makua Kahului, which houses HMHS administrative offices and kitchen, 254 skilled and intermediate nursing home beds and an Adult Day Health Center, as well as Hale Mahaolu, which provides affordable senior housing. The development of the land would allow for the potential consolidation of HMHS's two campuses, in Kahului and Wailuku, which has 90 skilled and intermediate nursing home beds, the laundry and a 22-bed Adult Residential Care Home.

This project would lay the foundation for creating a central Maui campus for seniors that provides a continuum of care services, easily accessible wellness activities, and an active lifestyle with recreation space, walking paths, gardens, etc. It would increase the availability and options for small homes that are less institutional, and create more home and community based services at a cost that is significantly lower than that of a nursing home. This campus will be a one of kind master planned senior community nestled between the existing Hale Makua Kahului and Hale Mahaolu Kahului campuses, and in close proximity to an existing shopping center and grocery store.

Funding would help develop a long-range master plan, which will allow for:

- Identification of future health care, social service, recreational, and living/care opportunities within the master plan area.

- Identification of synergies in use, operations, and facilities/service infrastructure systems to ensure that the master plan creates an environment which meets the needs of residents and clients in an efficient and operationally effective manner.
- Formulation of an implementation framework for the master plan such that phasing, development sequencing, financial feasibility, and community needs are appropriately considered in the context of the master plan's vision of an integrated planned community offering services, living and care opportunities for Maui's frail and elderly residents for generations to come.

Description of project phasing:

This grant and the related funding for master planning will occur in at least two phases.

- Phase I – Preliminary Master Planning through creation of a Health Needs Assessment (HIA) and Community Engagement:
 - Preparation of a community needs assessment which will inform and be the basis of a master plan for Kahului Community Center (KCC) and the surrounding park
 - The work will be done by an independent contractor to be selected using a standard bidding process
 - The independent contractor will be selected and managed by Hale Makua Health Services
 - Development of a strategic organizational framework to develop a master plan for KCC and the surrounding park
 - The strategic organizational framework will outline a framework for areas such as community engagement, project selection, project management, funding, etc.
- Phase II – Traditional Master Planning and Community Engagement
 - Creation of a master plan based on the needs assessment and community engagement documented in the HIA created in Phase I above.
 - The traditional master planning will be designed with the input of DPR and other stakeholders.
 - A separate RFP will be issued to seek master planning services. The services will be through an independent contractor who will be evaluated and selected using the request for proposal process
 - The independent contractor will be selected and managed as agreed by the parties
 - The master planning process will include or refine the following elements:
 - Phasing and implementation schedule and identify priorities for action
 - Act as a framework for park redevelopment and attract private sector funding
 - Prepare a concept plan for the entire park centered on improving the health and well-being of the surrounding community and addressing the relevant social determinants of health
 - Define public, semiprivate, and private spaces and public improvements
 - Determine the mix of uses
 - Engage the local community and act as builder of consensus

- The local community will be engaged based upon the work done in phase I and as agreed by the parties, or designees.
- Define additional project phases for developing the master plan and the subsequent project implementation

Project Cost Table:

Phase Description	Anticipated Cost \$
Land entitlements – eg. lease agreements, zoning, community plan	0
Project assessment and feasibility study, community outreach	0
Project planning and design (HMHS consolidation project, phases I and II)	\$150,000
Project construction	0
Furnishings, fixtures and equipment	0
Other: Health Impact Assessment (with community engagement)	\$50,000
TOTAL:	\$200,000

II. Business Plan:

- Please provide your plan from start to finish. Be sure to include your financing plan. Use the following table to disclose the funding source and mark as “secured”, “committed” or “uncommitted”.

The first step is for Hale Makua Health Services to issue a request for proposal for phase I of the project. This phase of the planning process will result in a Health Impact Assessment (HIA). The HIA will provide information to the County of Maui and Hale Makua Health Services about the health needs and the community desires for the parcel.

The health needs and community requests will be the foundation of the master planning process, phase II of the project.

If the HIA does not result in a master plan for the entire parcel, or is not approved, Hale Makua Health Services (HMHS) will use the funds, or remainder of funds, for planning and design of the land in the southernmost quadrant of the park, as designated in the land lease.

Scope of services for Phase I (HIA):

Hale Makua (in conjunction with County Parks Department and County Housing and Human Concerns Department) to retain an independent consultant to complete a Health Impact Assessment related to County Resolution “Urging the Mayor of the County of Maui to Develop a Master Plan for the Tax Map Key (2) 3-8-007:097, in coordination with Hale

Makua, to provide healthcare facilities, services and programs for the elderly population of the County"

- o See attached RFP issued for the HIA.

Funding Source Table:

Name of Funder	Secured \$	Committed \$	Uncommitted \$	TOTAL \$
County of Maui	\$200,000			\$200,000

- Please disclose any pertinent conditions that may affect funding or timing of funds.
- Please use the attached Excel file, "Exhibit C" tab, to provide "Uses and Sources Budget" information for this project.
- Please provide a Gantt chart (bar chart) depicting your project schedule. You can attach an existing chart or use the tab marked "Exhibit D" in the attached Excel file to build your chart. A sample is also included in the Excel file.
- Please provide your operational plans post completion. Will additional funds be needed? ie., for staffing, equipment, operations, etc. Will the operations be self- sustaining? Will new revenues be generated?

REQUEST FOR PROPOSAL FOR HEALTH IMPACT ASSESSMENT: Kahului Community Center Park and surrounding communities of Kahului and Wailuku, Maui, Hawaii.

Job No. P19-001

Hale Makua Health Services (HMHS) is requesting a detailed proposal for the creation of a Health Impact Assessment (HIA) for the Kahului Community Center Park and surrounding communities of Kahului and Wailuku, Hawaii. The HIA will be used by the County of Maui Department of Parks and Recreation (DPR) and HMHS in master planning efforts for the Kahului Community Center Park.

BACKGROUND AND OVERVIEW

Hale Makua Master Planning Background

In 2016, HMHS adopted a Strategic Plan, which included a major objective to “align the nursing home bed count to Maui community needs”. In the effort to achieve the objective, HMHS engaged a firm to develop a master plan for the Kahului and Wailuku locations to determine the most efficient and best use of space, address changes in consumer demands and expectations, and determine the best mix and allocation of inpatient, outpatient and senior living programs and amenities.

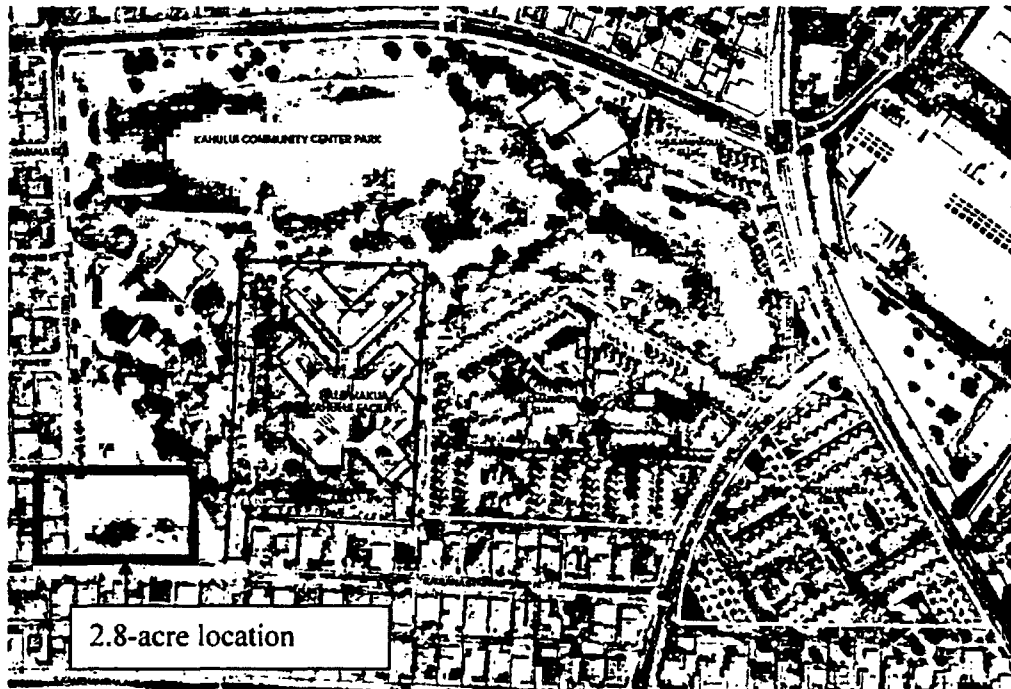
Prior to issuing the notice to proceed on the HMHS Master Plan, HMHS had the opportunity to discuss with the former Mayor, Mr. Alan Arakawa, if it were possible to open discussions with the County to acquire a lease on a 2.8-acre portion of the total 34-acre park surrounding the HMHS Kahului Facility for HMHS expansion. The former Mayor had indicated that he would be open to the discussion. Accordingly, the scope of the Master Plan was amended to evaluate the development potential of the park in addition to the redevelopment of the current facilities.

During the assessment of the parks land, the Mayor offered the entire 34 acres of the park to Hale Makua. The former Mayor’s idea was to partner with a community non-profit to develop the area into a senior “park and activity” area over the next 50 years.

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Later in 2017, the HMHS consultants completed the facility assessments for both of its nursing home facilities in Wailuku, Hawaii and Kahului, Hawaii. Due to the age of the two facilities, significant capital would be required to prolong the life of the buildings, and bring each one into compliance with current codes. Thus, the cost to re-program would significantly add to the costs of any development, above and beyond the costs to preserve existing buildings. The assessment of the park found significant potential to meet and exceed community infrastructure needs.



The project area (approximate boundary is outlined in dashed red lines. Hale Makua Kahului campus is in solid red lines. Yellow lines represent Hale Maholou an adjacent senior housing community. The blue lines represent the 2.8 acre parcel.

Lease of Kahului Community Center parcel:

Based on the above referenced assessments, the Hale Makua Board chose to pursue the Lease at Kahului Community Center according to the following schedule:

- First Phase - 2.8 acres (known as the Gate-Ball Field) would be immediately available for development

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- Second phase - Approximately 4.5 acres portion, which consists of the current community center would be available upon the relocation of the Community Center and the approval by the County Director of Parks and Recreation
- Third phase - remainder of the park, would require council approval before any control was transferred to Hale Makua

Potential challenges to the project are:

- The parcel is a community park and the desire of the County departments was that the area remain of benefit to the overall community, and
- If the HIA finds developing of the area is essential to enhancing the health and well-being of the community, there are no known existing alternate plans for existing uses in the remainder of the park (i.e. Soccer fields, Swimming pool, Tennis Courts).

To date, the former County Council has approved:

- Lease over approximately 7.4 acres of the Park
 - o The 2.8 acre "gate-ball" field which would be available for development and use upon execution of the lease
 - o 4.5 acres portion, consisting of the Community Center which would be available for development and use upon approval by the Parks Director
- Resolution passed by the council at the time: "Urging the Mayor of the County of Maui to Develop a Master Plan for the Tax Map Key (2) 3-8-007:097, in coordination with Hale Makua, to provide healthcare facilities, services and programs for the elderly population of the County "
 - o The preamble for the Resolution included language as follows:
 - "...in collaboration with the County, shall seek to plan and design for the expansion of existing and the creation of new facilities, services, senior and intergenerational recreational activities and a new County Senior center, with assisted transportation programs, dining programs and volunteer programs."

Related developments, which may impact and relate to consultant efforts:

In addition to the efforts related to the Master Plan of the Kahului Community Center Parcel

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there are numerous other projects/plans in the surrounding areas that should be factored in during the assessment, including

- Transit Oriented Development – Master Plan
- Parks Department – Aquatic Facility Master Plan
- Onehee – Complete Street design

SCOPE OF CONSULTANT SERVICES

Hale Makua (in conjunction with County Parks Department and County Housing and Human Concerns Department) seeks to retain an independent consultant to complete a Health Impact Assessment related to County Resolution “Urging the Mayor of the County of Maui to Develop a Master Plan for the Tax Map Key (2) 3-8-007:097, in coordination with Hale Makua, to provide healthcare facilities, services and programs for the elderly population of the County”

The Health Impact Assessment (HIA) shall include but is not limited to the following activities and elements:

- An introduction of the HIA:
 - o Definition of a HIA,
 - o Definition of health, and
 - o Process involved with the HIA.
- Description of Kahului Community Center Park and surrounding communities of Kahului, Hawaii and Wailuku, Hawaii, including but not limited to:
 - o Demographics,
 - o Value and Need for an HIA, and
 - o Pathway diagram(s).
- Scoping community needs which includes but is not limited to:
 - o Developing a plan for the conducting the HIA which may include but is not limited to the following activities:
 - Gathering data on parks and streets,

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- Conducting a health survey through personal interaction with the community and community workshops,
 - Mapping of interests (asset identification and needs assessments),
 - Inventory of existing local initiatives and programs related to social determinants of health, including, but not limited to, the following:
 - Affordable Housing
 - Workforce/Economic Development
 - Built Environment
 - Healthy Eating Active Living
 - Healthcare
 - Community Interests
 - Recreational Activities
 - Social services/activities
 - Identification of opportunities
 - Transit Oriented Development
 - Asset Mapping – listing of potential assets for the redevelopment including Human Capital, businesses, organizations, amenities, etc.
 - Identify issues through outreach to affected communities (through face to face community engagement), and
 - What are the pathways through which this Master Plan is likely to affect health
 - Health status and health needs of the community which includes but is not limited to:
 - Healthy and safe housing, food, diet, physical activities, streets, transportation and other topics such as chronic diseases, hazardous materials, air quality, pollution, noise, disease vectors, and social cohesion and community well-being.
 - Recommendations for improving health status of the community
- Assessment of Kahului Community Center

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- Describe the baseline health and social conditions of the groups likely to be affected by the Master Plan
- Identify constituents and opposition to any efforts to change the Park
- Identify possible mitigating circumstances to any opposition
- Lead or participate in field observations
- Conduct surveys/interviews or focus groups
- Reporting
 - Develop a report with an executive summary, background, screening and scoping, HIA process and methods, and assessments and recommendations.
 - Interpret and prioritize finding and recommendations
 - Recommend a communication and advocacy plan key recommendations

In addition to the HIA, consultant will develop and “implementation strategy” which shall include but is not limited to:

- Recommendations for:
 - Community Mission/Vision/Values around the Park and surrounding areas
 - Organizational Strategies to implement the project
 - Next steps and projects, including timelines and roles and responsibilities of leads/partners

Deliverables

- Health impact assessment (HIA) report containing at minimum the topics included in the scope of this RFP,

Scope	Description	Deliverables
Mapping of Interests/Asset Identification/ Needs Assessment	Quantitative and qualitative market analysis at a local level to produce a comprehensive inventory of opportunity around improving the social determinants	Inventory of existing local initiatives and programs related to social determinants of health as specified above.

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	of health. The baseline analysis should be based on the 2018 Community Health Needs Assessment and other current demographic, market and health needs data.	Asset Mapping – listing of potential assets for the redevelopment including Human Capital, businesses, organizations, amenities, etc.
Scope	Description	Deliverables
Community Engagement	Active listening and engagement of key individuals and community groups on potential uses and barriers of the redevelopment of the park within the scope of the County Council Resolution described above	Plan for Community Outreach and Engagement To include plans to accommodate key stakeholders, including, among others Hale Makua Health Services, County of Maui, Metropolitan Planning Organization Inventory of individuals, organizations and institutions to be engaged Execution of Plan Summary report of all outreach and engagement
Community Mission/Vision Values	Development of the Mission/Vision/Values for the future of the Kahului Community Center Complex and surrounding Neighborhood, developed collectively by community residents, stakeholders and	Clear Statement of the Mission/Vision/Values for the future redevelopment of Kahului Community Center Complex and surrounding neighborhood

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	analysis on the Social Determinants of Health informed by this study.	Major focus areas and goals for the redevelopment Preliminary analysis and findings from asset identification and needs assessments Preliminary list of strategies by focus area
Scope	Description	Deliverables
Community Workbook/Organizational Plan	Development of Final Report	Preliminary organizational strategies, resource and implementation guide to best move forward on the redevelopment and ongoing operations of the proposed multi-use/multi-jurisdictional redevelopment, to include among other things, Roles and responsibilities of key stakeholders Identification of next steps Identification of current and possible human and financial resources to carry out the redevelopment Including skills and traits needed for human resources

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		Identification of potential “implementation partners” for key initiatives Strategies for leveraging existing initiatives to support the redevelopment
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- Create recommendations for Community Mission/Vision/Values around the Park and surrounding areas,
- Create a summary and description of community engagement activities,
- Create recommendations for organizational Strategies to implement the project, and
- Create recommendations for project opportunities, including timelines and roles and responsibilities of leads/partners.

Other

- Review HIA report with HMHS, DPR and key stakeholders. Revise and refine concepts based on comments from staff, and
- May be requested to participate in a presentation to the Maui County Council and the Mayor (may require multiple meetings).

HMHS RESPONSIBILITIES

HMHS will work with the consultant team throughout the process. Specific responsibilities will be to:

- Manage the project and assist the consultant team where appropriate.
- Function as the liaison between the consultant team and the County of Maui.
- Attend all public meetings, and open houses, if any.

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- Update DPR, as needed.
- Serve as initial contact for media inquiries.
- Participate in meetings and discussions throughout the process.

REQUIRED SUBMITTALS AND DELIVERABLES

The consultant shall prepare the HIA, drawings, exhibits and other materials described in the Scope of Consultant Services. Proposal shall include a breakdown of fees. The consultant shall submit, with their proposal, a detailed schedule for all tasks.

TIME OF PERFORMANCE

The time of performance on this project is NINETY (90) DAYS from the Notice to Proceed.

SUBMITTAL OF PROPOSALS

The original proposal shall be submitted to the Hale Makua Health Services at 472 Kaulana Street, Kahului, HI 96732 by 12:00 noon, on Friday September 30, 2019. Please contact Kirsten Szabo at 808-268-3019 or kirstens@halemakua.org should there be any questions concerning this matter.

USES AND SOURCES BUDGET

Project Name:

Kahului Community Center Master Planning

Activity Description (Fill in as applicable)	Anticipated/ Actual Cost	Funder's Name						
		COM						OTHER
Appraisals								
Environmental Assessment								
Acquisition								
Planning and Design - HMHS consolidation project, Phase I and II	150,000	150,000						
Demolition and Removal								
Project Construction								
Furnishing, fixtures and equipment								
Project/Construction Management								
Other: Health Impact Assessment	50,000	50,000						
Other:								
Other:								
Other:								
Other:								
Other:								
TOTAL:	200,000	200,000	-	-	-	-	-	-

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