



**OFFICE OF COMMUNITY SERVICES (OCS)
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS (DLIR)
STATE OF HAWAII**

OPERATING GRANTS-IN-AID (GIAs) GUIDELINES

(As of August 8, 2017)

Hawaii Revised Statutes (HRS), Chapter 42F enables the Legislature to make appropriations for grants to be provided to a specified recipient to support the activities of the recipient and permit the community to benefit from those activities. There are two types of Chapter 42F grants (frequently referred to as Grants-in-Aid or GIAs) made by the Legislature: Operating and Capital Improvement Project (CIP) grants.

Once a Chapter 42F Operating grant is approved by the Legislature, the Executive Branch is responsible for execution of the GIA with the Grantee. There are five (5) primary organizations involved in this process:

1. **Governor** is the Chief Executive and responsible for authorizing the Expending Agency to execute and administer the GIAs.
2. Expending Agency. The **Department of Labor and Industrial Relations (DLIR), Office of Community Services (OCS)** (Program Identification: LBR 903) serves as the Expending Agency for many GIAs.
3. **Department of Budget and Finance (B&F)** manages the State's financial plan and policies and makes recommendations to the Governor regarding each GIA.
4. **Department of the Attorney General (AG)** provides legal advice for the State.
5. **Department of Accounting and General Services (DAGS)** processes payments.

This document provides information about the process that the OCS staff uses to administer Operating GIAs with our Grantees. It is provided to Grantees to clarify expectations to ensure that we can work together to fulfill the public purpose intended by the Legislature.

Please keep the following in mind:

1. As specified in HRS §42F-104 a contract needs to be executed.
2. Timing. It is critical Operating GIAs are contracted in the Fiscal Year (July 1 – June 30) for which they are appropriated (i.e., grants appropriated by the 2017 Legislature for Fiscal Year 2018 must be contracted by June 30, 2018).
3. Operating GIA contracts are cost-reimbursement. Grantees must expend funds and provide documentation (e.g., receipts, timesheets) to the State with requests for reimbursement. Expenses must be incurred during the period of performance of the contract.
4. Periodic program and fiscal reports are required for payments to be processed.
5. Equipment purchased using grant funds is property of the State.

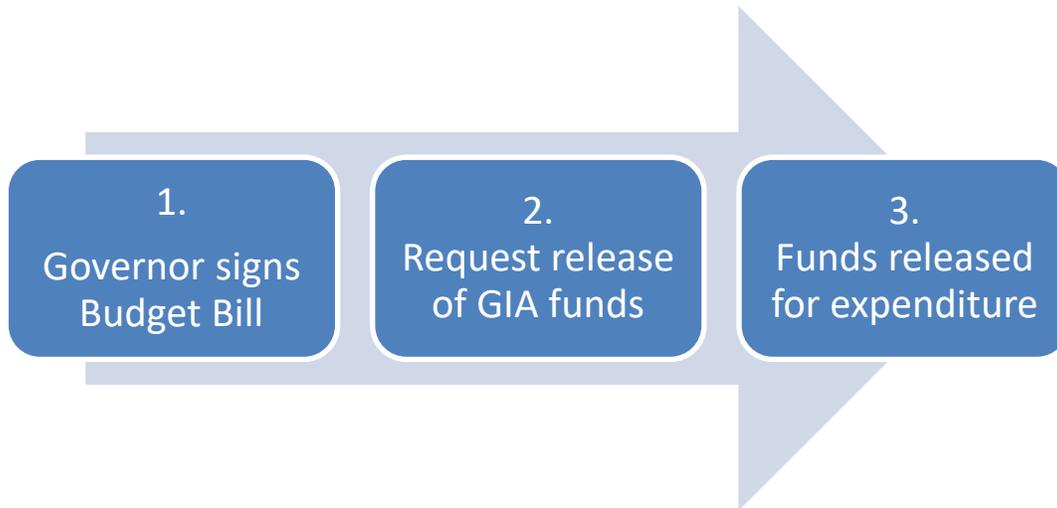
The three (3) stages for Operating GIA administration explained further in this document are:

1. Releasing Funds,
2. Contracting Process, and
3. Contract Administration.

Sample documents and forms are available online at: <http://labor.hawaii.gov/ocs/gia>

1 RELEASING FUNDS

The first stage is to *secure the Governor's approval to release the Operating GIA funds* so that a contract can be executed. While the budget approved by the Legislature includes a list of GIAs, the Governor's approval is needed to release the funds for expenditure. This process can take up to eight (8) months. The figure and narrative below explain the steps for this stage:



Step 1. Once the Governor signs the Executive Budget Bill passed by the Legislature, which includes authorization of GIAs, the Governor's Budget Execution Policies are disseminated to the departments. The Budget Execution Policies include guidance about restrictions of funds, if necessary. Restrictions of funds may impact the funding made available to Operating GIAs.

[Note: Governor Ige signed the Supplemental Budget Bill (Act 124, SLH 2016) for Fiscal Year 2017 on June 23, 2016. The "FY 17 Budget Execution Policies and Instructions" from Governor Ige (Governor's Executive Memorandum No. 16-02, June 24, 2016) indicated that there would be a five (5) percent contingency restriction placed on department's discretionary general fund appropriations, including Operating GIAs. Subsequently, "Release of General Fund Restrictions on Chapter 42F Operating Grants in FY17" from Governor Ige (Governor's Executive Memorandum No. 16-04, December 9, 2016) released the five (5) percent restriction on Operating GIAs and departments were directed to release the full grant award made by the Legislature.]

Step 2. OCS requests the following documents from Grantees to verify that they meet the **"Standards for the Award of Grants"** specified in HRS §42F-103:

- Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which the grant is awarded;
- Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability (*e.g., policy and complaint procedure*);

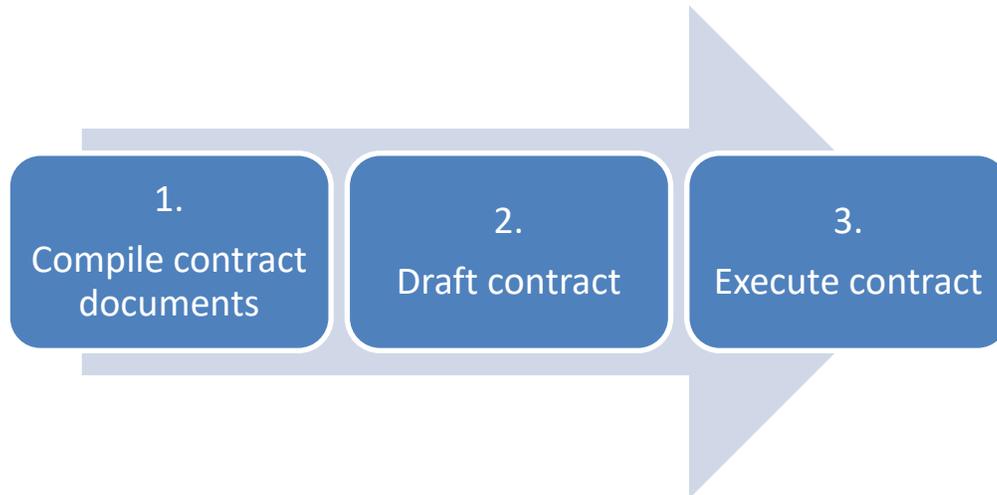
- Agrees not to use state funds for entertainment or lobbying activities (*e.g., most recent IRS Form 990, policy statement*);
- Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to your records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant (*e.g., records retention policy, most recent IRS Form 990*);
- Is incorporated under the laws of the State (*e.g., a copy of your organization's Certificate of Good Standing from the Department of Commerce & Consumer Affairs*);
- Has bylaws or policies that describe the manner in which the activities or services for which the grant is awarded shall be conducted or provided; and
- For non-profit organizations:
 - a. Is determined and designated to be a non-profit organization by the Internal Revenue Service (*e.g., a copy of your organization's IRS determination letter or most recent IRS Form 990*); and
 - b. Has a governing board whose members have no material conflict of interest and serve without compensation (*e.g., most recent IRS Form 990, conflict of interest policy/disclosures*).

Upon receipt of the documents, OCS works with the AG to verify the Grantee meets the standards.

- Step 2a. Request Release of Funds. In order to request release of funds, OCS will work with the Grantee to develop an updated budget and scope of work that reflects the approved funding, including any funding restrictions, to successfully execute the intended program as described in its application to the Legislature.
- Step 3. OCS works with B&F and the Governor to obtain approval of the release of funds. Upon approval, the Governor sends notification to the Grantee and OCS.

2 CONTRACTING PROCESS

Once funds have been released for a GIA, OCS works with the Grantee to ***execute a contract to expend the funds***, as required by HRS §42F-104. The AG contract forms (State of Hawaii – Agreement for Grants – Attachment A, Form AG-103F06 and related forms) are used for GIA contracts. It is important to note that all contracts are executed subject to the availability of funds. The contracting process can take approximately one (1) month.



Step 1. To execute a contract, the Grantee needs to provide to OCS the following documents [Note: The Grantee’s name needs to consistently reflect the name specified on the grant application submitted to the Legislature on all documents.]:

- Certificate of Vendor Compliance from Hawaii Compliance Express or compliance documentation from the following agencies:
 - a. Hawaii Department of Taxation
 - b. Internal Revenue Services
 - c. Hawaii Department of Commerce and Consumer Affairs
 - d. Hawaii Department of Labor & Industrial Relations
- Certificate of liability insurance from the Grantee’s insurance agency provided as follows:
 - (a) General liability insurance in an amount of at least \$2 million coverage for bodily injury and property damage resulting from Grantee’s performance under the contract;
 - (b) 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;
 - (c) additionally insuring the State of Hawaii and the Office of Community Services, their officers, employees, and agents for any liability arising out of resulting from occurrences connected with the Grantee’s performance under the contract;
 - (d) a statement from the insurance agency that the insurance policy shall not be cancelled or materially changed unless the insurance company has first given the State thirty (30) calendar days prior written notice by registered mail;

- (e) the period of coverage of the liability insurance shall cover the entire period of the contract; and
 - (f) the contract identification number shall be identified on the certificate.
- The Grantee's State and Federal tax identification numbers.
 - A copy of the Grantee's letterhead or invoice showing its mailing address.

Step 2. OCS will work with the Grantee to finalize the contract documents:

- State of Hawaii, Agreement for Grants (Attachment A – Form AG-103F06)
- Scope of Performance, including Deliverables (Attachment B)
- Time Schedule (Attachment C). Operating GIA contracts are unusual in that the period of performance for the contract starts on July 1, as required by HRS. In order to give Grantees 12 months to complete the scope of work for the GIA, the contract period of performance terminates 12 months after the date of execution.
- Compensation and Payment Schedule (Attachment D)
- Budget (Attachment E)
- Grantee's Standards of Conduct Declaration (Attachment G)

Grantees should review the "General Conditions for Health & Human Services Contracts" (Attachment F).

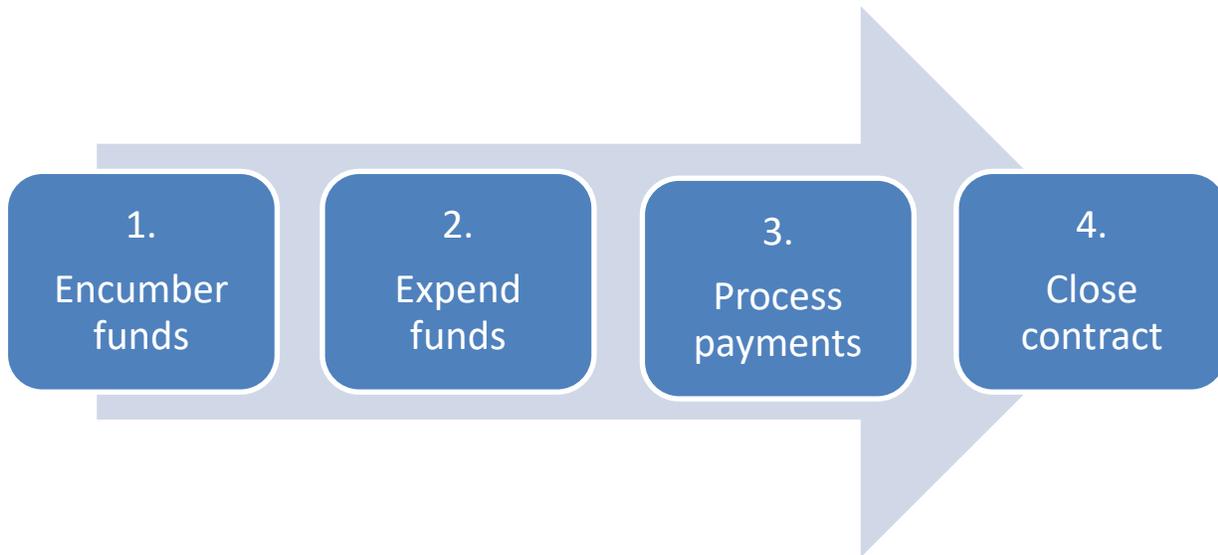
Once the draft contract package is compiled, it will be routed for approval by the AG. Upon approval, OCS sends two (2) copies of the contract documents to the Grantee for signature.

Step 3. The Grantee's duly designated person signs and notarizes both copies of the complete contract, then returns the signed contracts to OCS. The OCS Executive Director, AG, and DLIR Director will then sign the contract. Once executed, OCS returns an original to the Grantee for file.

The contract is considered to be fully executed when signed by the DLIR Director.

3 CONTRACT ADMINISTRATION

Once the contract is executed, OCS begins contract administration to expend funds according to the contract.



Step 1. OCS sends a copy of the executed contract and required encumbrance forms to DAGS to encumber the contract (i.e., set aside the funds committed by the contract) so that expenditures may begin. This process takes up to one (1) month.

Step 2. The Grantee completes and submits periodic (monthly or quarterly, as defined in the contract) fiscal and program reports (OCS reserves the right to modify these forms or substitute new forms during the course of the grant period):

- There are two components to the periodic reports:
 1. Fiscal Report:
 - Form 300 (Attachment H): Request for Reimbursement. This report is a “cash request” or “invoice” specifying the amount of money being requested for reimbursement.
 - Form 310 (Attachment I): Financial Report (budget v. actual). This report tracks expenditure progress against the budget line items. Expenditure Variance. The Grantee may make adjustments between the budgeted line items within the total budget of the program, provided that the funds are used for allowable costs of the program and do not exceed 5 percent or \$500 on any budgeted line item, whichever is more. A budgeted line item is a separate line item in the budget and listed on Form 310 under the general category. In the event that the adjustment exceeds 5 percent or \$500, a contract amendment must be in place before payment can be made.
 - Supporting documentation for expenses requested for reimbursement. All requests for reimbursement must be accompanied by **accurate and complete copies of supporting documentation of expenditures (e.g., receipts, invoices, timesheets, payroll, etc.)**. The Grantee shall retain all original documentation for its tax, audit, and other purposes. OCS cannot approve requests for payments without proper documentation.

2. Program Progress Report (Attachment J). The program progress report shall provide a narrative explanation of program progress, including progress regarding deliverables/outcomes.
 - Reports may be submitted **electronically** (emailed) and should be accompanied by PDF copies of the supporting documentation for processing as follows:
 1. OCS Form 300 – PDF format, signed by an authorized representative
 2. OCS Form 310 – PDF and Excel format
 3. Program Progress Report – PDF format
 - Due Date: Reports (fiscal and program) are due no later than 30 days after the close of each reporting period (e.g., by September 30 for expenses incurred in June – August). Reports are due even if activity has not taken place during the reporting period. If no activity has taken place, the report should (a) request \$0 reimbursement, (b) explain why no activity has taken place, and (c) explain what the Grantee is doing to complete the work specified in the contract.
 - Prohibition on Deficiency Spending. There shall be no expenditure of funds in excess of amounts appropriated and allotted, nor shall Grantees establish positions in excess of the numbers authorized in the budget and allotted, unless otherwise provided by specific legislation and the budget execution policies of the Executive Branch.

Step 3. After reviewing and approving the report, OCS processes each payment request with DAGS. Then, OCS sends the payment to the Grantee once received from DAGS. Payments are made by check and can take up to one (1) month to process.

Option Contract Extension. The period of performance for an operating grant contract may be extended once for up to 12 months beyond the initial expiration date, at the sole discretion of OCS, provided that:

- (a) the original contract provides for extensions;
- (b) the extension is made before the original contract expiration date or the expiration date of any prior extension;
- (c) there is good cause to extend the contract; and
- (d) the Grantee is continuing to perform its duties under the contract.

Step 4. Contract Closing. When the grant contract between a Grantee and State is completed, the Grantee shall submit to OCS the following documentation in order to process the **final payment within 60 days after the end of the contract**:

- Certificate of Grantee’s liability insurance with State as additional insured;
- Certificate of Vendor Compliance from Hawaii Compliance Express; or compliance documents from the following agencies:
 - a. Hawaii Department of Taxation
 - b. Internal Revenue Services
 - c. Hawaii Department of Commerce and Consumer Affairs
 - d. Hawaii Department of Labor & Industrial Relations
- A final fiscal and program report; and
- Other documentation that may be required.

List of Attachments

Attachment	Description
Attachment A	State of Hawaii – Agreement for Grants
Attachment B	Scope of Performance
Attachment C	Time Schedule
Attachment D	Compensation and Payment Schedule
Attachment E	Budget
Attachment F	AG Form 103F – General Conditions
Attachment G	Grantee's Standards of Conduct Declaration
Attachment H	OCS Form 300
Attachment I	OCS Form 310
Attachment J	OCS GIA Program Progress Report

Attachment A - State of Hawaii: Agreement for Grants

CONTRACT NO. OCS-GIA-00-00



STATE OF HAWAII
AGREEMENT FOR GRANTS

THIS AGREEMENT, effective as of _____, 20 ____, is entered into between the Office of Community Services, State of Hawai'i (hereinafter "STATE"), by Rona M. Suzuki, its Executive Director (hereinafter "EXECUTIVE DIRECTOR"), whose address is _____
830 Punchbowl Street, Room 420, Honolulu, Hawaii 96813

and _____
dba _____
(hereinafter "GRANTEE"), a person whose residence address is _____

or a for profit or non-profit, organized under the laws of the State of Hawai'i, whose business address is _____,
and whose Federal Identification Number is _____.

RECITALS

A. Chapter 42F, Hawai'i Revised Statutes, ("HRS"), establishes standards for disbursing public funds to individuals or organizations to fulfill specified public purposes.

B. The GRANTEE has requested funding from the STATE for the project or program described in Attachment 1 of this Agreement.

C. The STATE finds that GRANTEE's performance, as described in Attachment 1 of this Agreement, will fulfill the public purpose set forth herein.

D. The Legislature has determined that the GRANTEE's project provides direct benefits to the public and accomplishes a public purpose.

E. The STATE desires to contract with the GRANTEE to fulfill the specific public purpose and the GRANTEE is agreeable to perform under the Agreement.

F. The Legislature has appropriated and made available moneys to fund this Agreement in the amount of _____.

Attachment A - State of Hawaii: Agreement for Grants

CONTRACT NO. OCS-GIA-00-00

G. Pursuant to Chapter 42F, HRS, the STATE is authorized to enter in this Agreement.

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

1. Scope of Performance. The GRANTEE shall perform, in a proper and satisfactory manner as determined by the STATE, the project as described in "Scope of Performance" set forth in Attachment 1, which is hereby made a part of this Agreement.

2. Time of Performance. The performance required of the GRANTEE under this Agreement shall be completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.

3. Compensation. The GRANTEE shall be compensated for performance and costs incurred under this Agreement in accordance with the "Compensation and Payment Schedule" set forth in Attachment 3, which is hereby made a part of this Agreement.

4. Condition. GRANTEE confirms that:

A. GRANTEE is licensed or accredited, in accordance with federal, state or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded.

B. GRANTEE complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, national origin, religion, creed, sex, age, sexual orientation, or disability.

C. GRANTEE agrees not to use state funds for entertainment or lobbying activities.

D. GRANTEE agrees to allow the STATE, any State legislative committee and their staff, and the State Auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.

E. If GRANTEE is an organization, that GRANTEE is incorporated under the laws of the State of Hawai'i.

F. If GRANTEE is an organization, that GRANTEE has by laws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided.

Attachment A - State of Hawaii: Agreement for Grants

CONTRACT NO. OCS-GIA-00-00

G. If GRANTEE is a non-profit corporation, that GRANTEE has been determined and designated to be a nonprofit organization by the Internal Revenue Service.

H. If GRANTEE is a non-profit corporation, that GRANTEE has a governing board whose members have no material conflict of interest and serve without compensation.

5. Standards of Conduct Declaration. The Standards of Conduct Declaration by GRANTEE, set forth in Attachment 4 is hereby incorporated herein and made a part of this Agreement.

6. Other Terms and Conditions. The General Conditions and the Special Condition (if any), set forth in Attachments 5 and 6 are hereby incorporated herein and made a part of this Agreement. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, including attachments and addenda; (2) GRANTEE's approval application for grant.

7. Availability of Funds. This Agreement is subject to the availability of funds and restrictions that may be imposed by the Department of Budget and Finance and the Governor.

IN WITNESS WHEREOF, the STATE and the GRANTEE have executed this Agreement effective as of the date first above written.

STATE

Office of Community Services
Agency Name

By _____

Its Executive Director

GRANTEE

By _____

Print Name _____

Its _____

APPROVED AS TO FORM:

Deputy Attorney General



SCOPE OF PERFORMANCE

Scope of Service. The GRANTEE shall, in a satisfactory and proper manner as determined by the STATE and in strict accordance with the terms and conditions of this Agreement, provide and perform the services and activities set forth in this Attachment 1, Compensation and Payment Schedule attached hereto as Attachment 3, and General Conditions for Health and Human Services Contracts hereto as Attachment 5, which are made a part of this Agreement.

Work Program.

Request for Approval to Expend.

See attached.

GRANTEE's Approved Application for Grant.

See attached.

Reporting Requirements.

1. Reporting Requirements: In order that the STATE may monitor the GRANTEE's compliance with this Agreement, the GRANTEE shall submit monthly written fiscal and monthly program progress reports to the STATE within thirty (30) calendar days after the last day of each month of the Agreement period.

2. Fiscal Reports: The fiscal reports shall detail the uses made by the GRANTEE of compensation paid to it pursuant to this Agreement, outline the expenditures incurred, proof of expenditures (e.g. receipts, general ledger, etc.) and be certified as to accuracy by the GRANTEE.

3. Program Reports: The program progress report shall consist of statements by the GRANTEE relating to the work accomplished during the reporting period and shall include a statement of the nature of the work performed, including actual performance measures, activity levels, and target group indicators, identification of persons served by the GRANTEE during the reporting period, identification of any immediate problems or delays encountered during the period, additional details on work planned for the upcoming period, and any recommendations deemed pertinent by the GRANTEE.

4. Reporting Penalty: Should the GRANTEE fail to file the written fiscal and program progress reports with the STATE on or before the required date, the STATE is authorized to withhold funds owed to the GRANTEE until such time as the reports are acceptable and placed on file with the STATE.

Attachment B - Scope of Performance

CONTRACT NO. OCS-GIA-00-00

5. Additional Reports: In addition to the monthly written reports, the GRANTEE, upon request, shall be required to submit additional reports that the STATE from time to time may request and to meet with representatives of the STATE to discuss the progress of the work required hereunder.

6. Final Reports: The GRANTEE shall, within sixty (60) days of the completion of this Agreement period, submit final written fiscal and program progress reports to the STATE. The written reports shall include the GRANTEE's documentation of its overall effort toward meeting the requirements of this Agreement.

7. Equipment: All equipment purchased with contract funds under this Agreement including items of personal property, as distinguished from real property, that have an acquisition cost of \$1,000.00 or more per item and have an expected life of more than one year, shall be and remain the property of the STATE. Following the Agreement period, all such equipment shall be reported in the final fiscal report to the STATE. Disposition of said equipment shall be prescribed by the STATE.

8. Personnel: The GRANTEE represents that it has secured, or will secure, at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of, or have any contractual relationship with the STATE and shall be considered employees of the GRANTEE. All of the services required hereunder will be performed by the GRANTEE or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under federal, state and local laws to perform such services.

9. Eligibility Information: The GRANTEE shall obtain and transmit upon request by the STATE, the necessary information from the individual or family needed to determine eligibility.

Attachment C – Time Schedule

CONTRACT NO. OCS-GIA-00-00



Attachment 2

TIME SCHEDULE

Time of Performance. The time of performance under this Agreement starts on _____ and ends on _____. Performance under this Agreement may be extended up to twelve (12) months. In addition, the parties may agree to further extensions of the time of performance if funding for this Agreement remains available and if such further extensions are not prohibited by law. All extensions shall be by mutual agreement evidenced in writing signed by authorized agents of the parties and executed before the expiration of the prior period of performance.

Notwithstanding the expiration of the time of performance, the GRANTEE remains under a continuing duty to maintain records and make them available for inspection and audit, to prepare and submit reports, and a continuing general duty of cooperation.

Attachment D – Compensation and Payment Schedule

CONTRACT NO. OCS-GIA-00-00



Attachment 3

COMPENSATION AND PAYMENT SCHEDULE

Compensation and Method of Payment. Subject to continuing availability of STATE funds and as set forth in paragraph 1 of the General Conditions, the STATE agrees to pay the GRANTEE, for services satisfactorily performed under this Agreement, **a sum not to exceed** _____ **DOLLARS (\$00,000.00)**, which sum is allocated for the purpose of this Agreement as set forth in the Budget.

1. The GRANTEE further agrees that no fees for services shall be charged to eligible recipients for services provided under the terms of this Agreement unless otherwise permitted in writing by the STATE and that the inability of the recipient to pay the additional fees shall not be used as the basis for preventing a recipient who is otherwise qualified and eligible for participation.

2. **Payments shall be made to the GRANTEE in reimbursements**, upon submission by the GRANTEE of written requests for payment (Fiscal Report).

3. The STATE may retain some or all of each payment requested by the GRANTEE. Payment of the retained amount shall be made upon the following conditions being met:

- a. Acceptance of written fiscal and program progress reports; and
- b. Acceptance of final written fiscal and program progress reports.

4. Requests for payment shall be followed by fiscal and program progress reports as required under this Agreement. The 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. The STATE's preliminary determination of appropriateness and allowability of the reported expenditures shall be subject to later verification and subsequent audit.

5. If an amount of reported expenditures is preliminarily determined by the STATE to be inappropriate and unallowable, the STATE may deduct an equivalent amount from the next payable installment due and may withhold payment of the amount of monies equivalent to the questioned expenditures until later resolution of the discrepancy by audit or other means. 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.

Attachment D – Compensation and Payment Schedule

CONTRACT NO. OCS-GIA-00-00

6. This Agreement constitutes approval for the expenditure of funds for specific items in the budget. Except as provided below, the GRANTEE may make revisions between the budgeted line items within the total budget of the program, provided that the funds are used for allowable costs of the program and do not exceed 5% or \$500 of the budgeted line item, whichever is more. Items requiring prior approval include: Object cost categories not included in the original budget; and any increase to the equipment, travel, and consultant/contract service categories.

7. Where applicable, the GRANTEE certifies that the service unit of payment under this Agreement is not greater than the rate GRANTEE charges to any other public or private agency or individual for comparable services.

8. Pursuant to Section 42F-103, Hawaii Revised Statutes, the GRANTEE agrees to not use STATE funds for entertainment or lobbying activities.

Budget.

Attachment E – Budget

CONTRACT ID. NO.: OCS-GIA-00-00

Page 1 of 2

ATTACHMENT 6

Service Activity Title:

Grantee:

B U D G E T

Operating Costs:

Personnel Costs	\$0.00
Other Personnel Costs	0.00
Other Current Expenses	<u>0.00</u>
TOTAL STATE GENERAL FUNDS AWARDED	\$0.00

Personnel Costs:

.....(0.00).....	\$ 0.00
.....(0.00).....	<u>0.00</u>
TOTAL	\$0.00

Other Personnel Costs:

Payroll Taxes and Assessments:

Social Security	\$0.00
Unemployment Insurance	0.00
Worker's Compensation	0.00
Temporary Disability Insurance	0.00

Fringe Benefits:

Health Insurance	0.00
Retirement	<u>0.00</u>
TOTAL	\$0.00

Other Current Expenses:

Supplies (Training Curriculum).....	<u>\$0.00</u>
TOTAL	\$0.00

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

	<u>Page(s)</u>
1. Representations and Conditions Precedent.....	1
1.1 Contract Subject to the Availability of State and Federal Funds.....	1
1.1.1 State Funds.....	1
1.1.2 Federal Funds.....	1
1.2 Representations of the PROVIDER.....	1
1.2.1 Compliance with Laws	1
1.2.2 Licensing and Accreditation	1
1.3 Compliance with Laws	1
1.3.1 Smoking Policy.....	1
1.3.2 Drug Free Workplace.....	1
1.3.3 Persons with Disabilities.....	2
1.3.4 Nondiscrimination.....	2
1.4 Insurance Requirements.....	2
1.5 Notice to Clients	2
1.6 Reporting Requirements	3
1.7 Conflicts of Interest.....	3
2. Documents and Files.....	3
2.1 Confidentiality of Material	3
2.1.1 Proprietary or Confidential Information	3
2.1.2 Uniform Information Practices Act	3
2.2 Ownership Rights and Copyright.....	3
2.3 Records Retention.....	3
3. Relationship between Parties.....	4
3.1 Coordination of Services by the STATE	4
3.2 Subcontracts and Assignments	4
3.3 Change of Name	4
3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities	4
3.4.1 Independent Contractor.....	4
3.4.2 Contracts with other individuals and entities.....	4
3.4.3 PROVIDER’s employees and agents.....	5
3.4.4 PPROVIDER’s Responsibilities.....	5
3.5 Personnel Requirements.....	6
3.5.1 Personnel.....	6
3.5.2 Requirements	6
4. Modification and Termination of Contract.....	6
4.1 Modifications of Contract.....	6
4.1.1 In writing.....	6
4.1.2 No oral modification.....	6
4.1.3 Tax clearance	6
4.2 Termination in General.....	6
4.3 Termination for Necessity or Convenience	7
4.4 Termination by PROVIDER.....	7
4.5 STATE’s Right of Offset.....	7

5. **Indemnification**7
 5.1 Indemnification and Defense7
 5.2 Cost of Litigation8
 6. **Publicity**8
 6.1 Acknowledgment of State Support8
 6.2 PROVIDER’s publicity not related to contract8
 7. **Miscellaneous Provisions**.....8
 7.1 Nondiscrimination.....8
 7.2 Paragraph Headings8
 7.3 Antitrust Claims8
 7.4 Governing Law8
 7.5 Conflict between General Conditions and Procurement Rules.....8
 7.6 Entire Contract9
 7.7 Severability9
 7.8 Waiver9
 7.9 Execution in Counterparts.....9
 8. **Confidentiality of Personal Information**.....9
 8.1 Definitions.....9
 8.1.1 Personal Information.....9
 8.1.2 Technological Safeguards10
 8.2 Confidentiality of Material10
 8.2.1 Safeguarding of Material10
 8.2.2 Retention, Use, or Disclosure10
 8.2.3 Implementation of Technological Safeguards10
 8.2.4 Reporting of Security Breaches10
 8.2.5 Mitigation of Harmful Effect10
 8.2.6 Log of Disclosures10
 8.3 Security Awareness Training and Confidentiality Agreements.....10
 8.3.1 Certification of Completed Training.....10
 8.3.2 Certification of Confidentiality Agreements10
 8.4 Termination for Cause11
 8.5 Records Retention.....11
 8.5.1 Destruction of Personal Information.....11
 8.5.2 Maintenance of Files, Books, Records11

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

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

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

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

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

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

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

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

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

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

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

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

2. Documents and Files

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

3. Relationship between Parties

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

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

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

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

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

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

3.5 Personnel Requirements.

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

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

4. Modification and Termination of Contract

4.1 Modification of Contract.

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

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

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

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

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

5. Indemnification

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

6. Publicity

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

7. Miscellaneous Provisions

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

understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

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

8. Confidentiality of Personal Information

8.1 Definitions.

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

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

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

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

8.2 Confidentiality of Material.

- 8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.
 - 8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
 - 8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate “technological safeguards” that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
 - 8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
 - 8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.
 - 8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.
- 8.3 Security Awareness Training and Confidentiality Agreements.
- 8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.
 - 8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
 - 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
 - 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
 - 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

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

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

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

8.5 Records Retention.

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

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

Attachment G – Grantee’s Standards of Conduct Declaration

CONTRACT NO. OCS-GIA-00-00

Attachment 4

**GRANTEE’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 percent (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 GRANTEE)

GRANTEE, the undersigned does declare as follows:

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

* 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).

Attachment G – Grantee’s Standards of Conduct Declaration

CONTRACT NO. OCS-GIA-00-00

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

GRANTEE

By _____
(signature)

Print Name _____

Print Title _____

Date _____

Attachment I – OCS Form 310

Office of Community Services
Department of Labor and Industrial Relations

FORM 310 - Expenditure Report

1. RECIPIENT ORGANIZATION: ABC Grant		2. FUNDING SOURCE: GIA			
MAILING ADDRESS: 830 Punchbowl St., Honolulu, HI 96813					
3. PROGRAM: After School Program		4. CONTRACT NO. OCS-GIA-17-01		5. CONTRACT AMOUNT \$42,000.00	
6. CONTRACT PERIOD From: July 1, 2017 To: December 31, 2018		7. PERIOD COVERED BY THIS REPORT From: July 1, 2017 To: July 30, 2017		If FINAL, click box <input type="checkbox"/> FINAL REPORT	
8. CATEGORIES	PROGRAM BUDGET	EXPENDITURES CURRENT PERIOD	EXPENDITURES YEAR TO DATE	VARIANCE VS. BUDGET*	% OF BUDGET EXPENDED*
A. PERSONNEL COST	\$12,000.00	\$1,000.00	\$1,000.00	\$11,000.00	8.33%
Executive Director	\$5,000.00	\$416.67	\$416.67	\$4,583.33	8.33%
Support Staff 1	\$4,000.00	\$333.33	\$333.33	\$3,666.67	8.33%
Support Staff 2	\$3,000.00	\$250.00	\$250.00	\$2,750.00	8.33%
B. OTHER PERSONNEL COST	\$9,200.00	\$880.79	\$880.79	\$8,319.21	9.57%
Payroll Taxes & Assessments	\$1,800.00	\$98.00	\$98.00	\$1,702.00	5.44%
Social Security	\$3,000.00	\$89.00	\$89.00	\$2,911.00	2.97%
Unemployment Insurance	\$400.00	\$200.00	\$200.00	\$200.00	50.00%
Worker's Compensation	\$700.00	\$150.00	\$150.00	\$550.00	21.43%
Temporary Disability Insurance	\$300.00	\$68.99	\$68.99	\$231.01	23.00%
Fringe Benefits	\$1,000.00	\$259.80	\$259.80	\$740.20	25.98%
Health Insurance	\$2,000.00	\$15.00	\$15.00	\$1,985.00	0.75%
C. OTHER CURRENT EXPENSES	\$20,800.00	\$2,040.00	\$2,040.00	\$18,760.00	9.81%
Travel, Training, & Related	\$5,000.00	\$549.88	\$549.88	\$4,450.12	11.00%
G&A, rent, insurance & utilities	\$5,000.00	\$416.67	\$416.67	\$4,583.33	8.33%
Telecommunication & IT	\$1,200.00	\$100.00	\$100.00	\$1,100.00	8.33%
Education & Promotion	\$4,100.00	\$698.45	\$698.45	\$3,401.55	17.04%
Professional/contract services	\$3,000.00	\$0.00	\$0.00	\$3,000.00	0.00%
Supplies	\$2,500.00	\$275.00	\$275.00	\$2,225.00	11.00%
D. EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!
E. TOTAL (Add line A+ B + C + D = line E)	\$42,000.00	\$3,920.79	\$3,920.79	\$38,079.21	9.34%

OCS FORM 310 / Revised 05/2017
INTERNAL USE ONLY

Attachment J – OCS GIA Program Progress Report

Grant-In-Aid Program Progress Report
 Office of Community Services
 Department of Labor and Industrial Relations

Recipient Organization:	Funding Sources: General Funds
Program:	Contract Number: Contract Amount: Contract Period (From/To):
Date Report Submitted:	Report Period (From/To):

1. Estimated Percentage of contract completed as described in Scope of Performance:

Contract Objectives/Goals	Number Served		Percentage
	Reporting Period	Contract-To-Date	

2. Provide a brief narrative of the Program’s major activities, highlights and achievement for this reporting period.

3. Identify any difficulties or challenges your agency faces in attempting to assist clients or in operating your program efficiently and effectively. Provide specific recommendations or suggestions on how OCS might assist your program and how your agency plans to overcome these challenges.