



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

**CAPITAL IMPROVEMENT PROJECT (CIP)  
GRANT-IN-AID GUIDELINES**

(As of July 2017)

Hawaii Revised Statutes (HRS), Section 42F-101 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 made by the Legislature: Operating grants and Capital Improvement Project (CIP) grants.

Once a Grant-in-Aid (GIA) is approved by the Legislature, the Executive Branch is responsible for execution of the grant 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 GIA.
2. **The Office of Community Services (OCS)** is administratively attached to the Department of Labor and Industrial Relations (DLIR). OCS serves as the Expending Agency for GIAs designated for administration by DLIR in the Budget.
3. **Department of Budget and Finance (B&F)** manages the State's financial position and policies.
4. **Department of the Attorney General (AG)** provides legal review for the State.
5. **Department of Accounting and General Services (DAGS)** processes payments.

This document provides information about the process that OCS staff uses to administer Capital Improvement Project (CIP) GIAs. It is provided to Grantees to clarify expectations to ensure that we can work together to fulfill the Legislative intent for CIP GIAs.

**Please keep the following in mind:**

1. As specified in Section 42F-104, HRS, a contract needs to be executed.
2. **Timing.** It is important that we work with Grantees to release and contract funds within the next three (3) Fiscal Years from which they are appropriated (i.e., funds appropriated by the 2016 Legislature need to be appropriated and contracted by June 30, 2018), unless specifically designated by the Legislature. Expenditures need to be completed within period of performance of the contract (not to exceed 12 months).
3. CIP GIA contracts are cost-reimbursement. Grantees must expend funds and provide documentation (e.g., receipts, timesheets) to the State with your request 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.
6. If funds are used for the acquisition of land, when the organization discontinues the services on the land acquired for which the fund was awarded, the organization shall repay the State for the funds used for the land acquisition.

7. If the Grantee has multiple sources of funding, the State of Hawaii shall be utilized as the last source of funding.

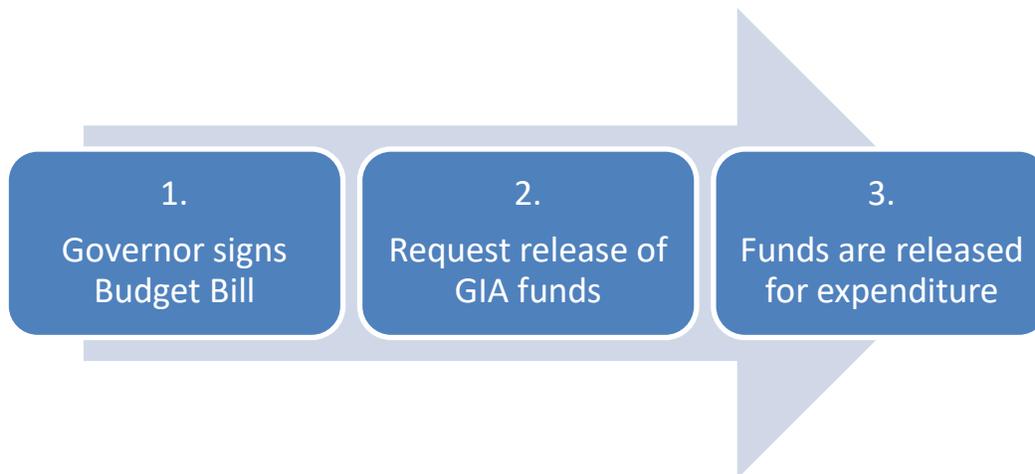
There are three stages to Capital Improvement Project (CIP) GIA administration:

1. Requesting Release of Funds
2. Contracting Process; and
3. Contract Administration

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

## 1 REQUESTING RELEASE OF FUNDS

The first stage is to *secure the Governor's approval to release the GIA funds* so that a contract can be executed. The figure and narrative below explain the steps for this stage:



- Step 1. Governor signs the Budget Bill, which includes authorization of GIAs. The Governor's Budget Execution Policy will be disseminated to the departments. This Policy will include guidance about restrictions of funds, if necessary. DLIR/OCS will be tasked as the Expending Agency to work on a designated list of GIAs from the Legislature. B & F, with the approval of the Governor, may delegate to other state or county agencies the administration of a particular Grant when it is determined advantageous to do so.

Governor's Executive Memorandum No. 16-02, "FY 17 Budget Execution Policies and Instructions", dated 6/24/16, Attachment A contains detailed, specific expenditure policies, guidelines and procedures for FY17 budget execution to provide for prudent and efficient implementation of legislative intent. In addition, Attachment A directs departments to consult guidelines and instructions in Executive Memorandum No. 97-07, "Procedures for Requesting the Implementation of Capital Improvement Projects," dated June 19, 1997.

Step 2. The Budget Bill includes the list of GIAs for which DLIR/OCS is designated to serve as the Expending Agency. Using this list, OCS contacts each of the Grantees to request the following documents to submit as part of the package to request release of GIA funds:

- Supporting documentation to verify that the Grantee meets the “Standards for the Award of Grants” specified in Section 42F-103, HRS.
  1. 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;
  2. 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*);
  3. Agrees not to use state funds for entertainment or lobbying activities (*e.g., most recent IRS Form 990, policy statement*);
  4. 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*);
  5. 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*);
  6. 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
  7. 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*).
- Scope of Performance (Attachment A), Deliverables, Time Schedule (Attachment B), Compensation and Payment Schedule (Attachment C) and Budget (Attachment D) and
- List and status of other sources of funds for the project, if applicable (CIP GIA Funding Sources Declaration - Attachment E).

The Office of the AG reviews the documentation for the “Standards for the Award of Grants” and verifies that the Grantee is in compliance.

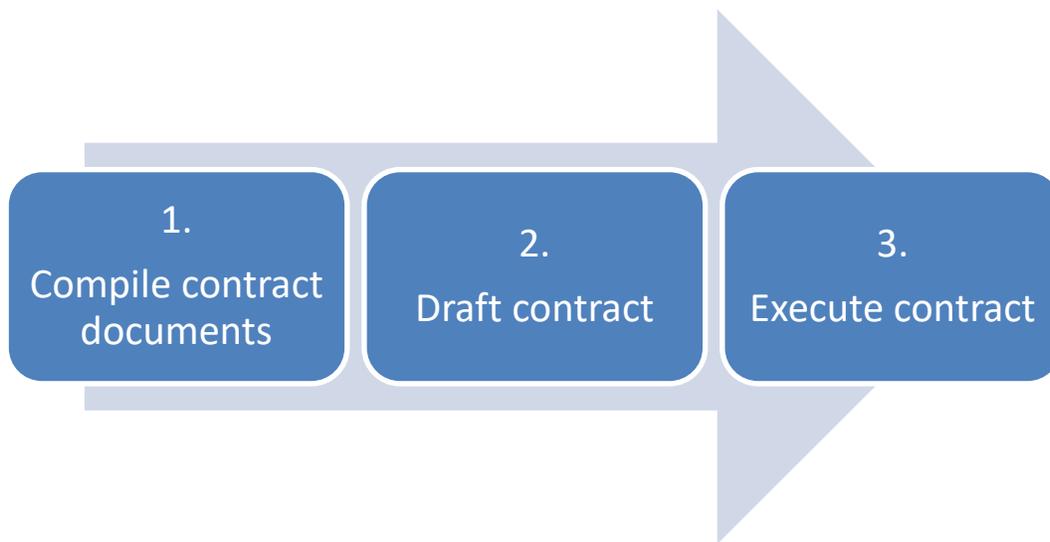
Once OCS receives the documents from the Grantee, OCS reviews the documents and works with the Grantee to complete the B&F Form F (Attachment F) and Form PAB (Attachment G) and compiles a final request for release of funds package for processing.

Step 3. OCS coordinates requesting approval for the release of funds from B&F and the Governor. Upon approval of the release of funds, the Governor sends notification to Grantee and OCS.

## 2 CONTRACTING PROCESS

Once the Governor has released funds for a GIA, OCS works with the Grantee to **execute a contract to expend the funds** as required by Hawaii Revised Statutes (HRS) Chapter 42F. It is important to note the following:

- All contracts are always subject to the availability of funds.
- Funds cannot be expended before the contract is executed.
- If funds are used for the acquisition of land, when the organization discontinues the services on the land acquired for which the fund was awarded, the organization shall repay the State for the funds used for the acquisition of the land. This restriction must be registered in the Bureau of Conveyances as an encumbrance on the property.



Step 1. To begin contracting, the Grantee needs to provide to OCS the following documents [Note: It is very important that the Grantee's name is consistent on all documents.]:

- Certificate of liability insurance from the Grantee's insurance agency providing as follows:
  - (a) The Grantee shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Grantee and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by an subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.
    - a. As an alternative to the Grantee providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, the Grantee may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Grantee's own policy or policies.

- (b) the following minimum insurance coverage(s) and limit(s) shall be provided by the Grantee, including its subcontractor(s) where appropriate:
  - a. Commercial General Liability - \$2,000,000 per occurrence
  - b. Professional Liability - \$2,000,000 per occurrence
  - c. Builder's Risk Policy - \$20,000
- (c) Each insurance policy required by this contract shall contain the following clauses:
  - a. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after thirty (30) days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P.O. Box 119, Honolulu, HI 96810-0119."
  - b. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."
- (d) 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;
- (e) failure of the Grantee to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Grantee.
- (f) the period of coverage of the liability insurance shall cover the entire period of the contract, unless the State grants a waiver; and
- (g) the contract identification number shall be identified on the certificate.
- Certificate of Vendor Compliance from Hawaii Compliance Express; or compliance documents from the following agencies:
  - a. Hawaii Department of Taxation
  - b. Internal Revenue Service
  - c. Hawaii Department of Commerce and Consumer Affairs
  - d. Hawaii Department of Labor & Industrial Relations
- Certified copy of the Grantee's corporate resolution identifying the person who is authorized by the Grantee to enter into a contract with the State for administration of the grant; and
- The Grantee's State and Federal Tax identification numbers.

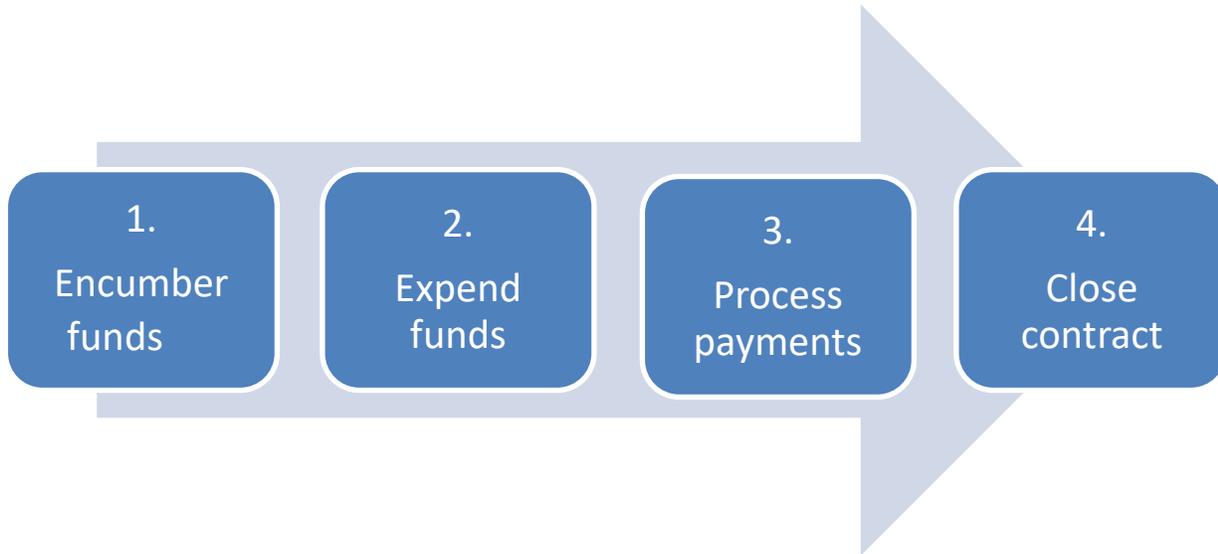
Step 2. OCS will then prepare draft contract documents with the Grantee. Once the draft contract package is compiled, it will be routed for approval by the AG. Upon approval, OCS sends two (2) copies of the contract documents to the Grantee for signature.

Step 3. The Grantee's duly designated person signs both copies of the contract and has them notarized, 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 executed with signed 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 shall send a copy of the executed contract to the Pre-Audit Branch of the Department of Accounting and General Services (DAGS) to cause the allotted contract funds to be encumbered so that expenditures may begin.

Step 2. In order to expend grant funds, the Grantee completes and submits periodic (monthly or quarterly, as defined in the contract) fiscal and program reports. Forms are provided by OCS (Forms 300, 310, and the Program Activity Status Report – Attachment H - J). OCS reserves the right to modify these forms or substitute new forms during the course of the grant period. Please note the following:

- GIA funds are made available on a **cost reimbursement** basis.
- If the Grantee has multiple sources of funding for the project, the State of Hawaii shall be utilized as the last source of funding. The Grantee shall submit a written statement certifying that all other funding sources have been exhausted and is requesting reimbursement utilizing State funds (Request for Approval to Expend State CIP GIA – Attachment K).
- Requests for payments (i.e., cash requests) need to be submitted to OCS by the Grantee on or before the 15<sup>th</sup> day of the calendar month following the quarter for which the request is made (e.g., By December 15 for expenses incurred in September - November) using OCS Forms 300 and 310.
  - Forms may be submitted to the assigned OCS representative electronically and should be accompanied by pdf copies of the supporting documentation for processing as follows:
    - OCS Form 300 – pdf format
    - OCS Form 310 – pdf format and Excel format
- All requests for payment must be accompanied by **accurate copies of supporting documentation of expenditures (i.e., receipts, invoices)**. The Grantee shall retain all original documentation for its tax, audit, and other purposes. OCS cannot approve requests for payments without proper documentation.
- If requests and/or reports are not received by the 15<sup>th</sup> day of the month, OCS shall notify the Grantee regarding late payment requests and/or reporting.

- Prohibition on Deficiency Spending. There shall be no expenditure of funds in excess of amounts appropriated and allotted, nor shall agencies 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.
- The fiscal reports must include an up-to-date list of funding agencies (if more than one funding agency is involved), up-to-date totals of funds received from the funding agencies, as well as up-to-date reports on cumulative expenditures incurred for the project.
- The program progress report shall provide narrative justification of the expenditures and financial obligations.
- Reports must be submitted quarterly, even if activity has not taken place during the quarter. If no activity has taken place during the period, the reports should describe why no activity has taken place and what the Grantee is doing to complete work specified in the contract.
- The State will hold 10% retention of the funds until the Project is completed and required certificates are submitted to the State.
- The Grantee must comply with the procurement requirements of HRS Chapter 103D. In general, HRS Chapter 103D requires competitive bidding in an open and transparent process, and it obligates the construction contractor to comply with relevant labor and other laws. The Grantee shall request and review a minimum of three (3) written bids and award contract(s) to contractor(s) that are most advantageous to the Grantee for the purpose of these funds.

Step 3. OCS processes each payment request with DAGS. Then, OCS sends the payment to the Grantee upon receipt.

Option Contract Extension. A grant contract may be extended twice for up to 12 months each 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 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. At time that 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:

- 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 program report within 60 days after the end of the contract;
- Certificate of Completion;
- Certificate of Acceptance of Facility;
- Expiration of all Architect's and General Contractor's lien period; and
- Pictures of completed project

## A – Scope of Performance Attachment



CONTRACT NO. OCS-GIA-00-00

### Attachment 1

#### 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.

## A – Scope of Performance Attachment

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 B – 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 C – 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 (\$ \_\_\_\_\_)**, 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 C – 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 D – Budget

CONTRACT I.D. 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

**Attachment E – CIP GIA Funding Sources Declaration**

**Capital Improvement Project GIA Funding Sources Declaration**

Grantee:	Projected Total Cost:
Project:	
Project Start Date:	Projected Project Completion Date:

I understand the State of Hawaii is to be utilized as the last source of funding. Listed below are all of our sources of funding for this project, the amounts committed and the dates the funds will be available.

List Funding Sources	Amount Committed	Date Funds Available
State of Hawaii		After contract executed and all other funding sources have been utilized

(Please attached commitment letters for the above Funding Sources.)

I certify that the above information is true to the best of my knowledge.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Created June 2017

Attachment F – B&F Form F

1. **Program I.D. and Title:** LBR 903

2. **Expending Agency:** Office of Community Services

3. **Recipient Agency and Brief Description:**

(Describe what the recipient agency does and whether it has been determined by the expending agency to meet the conditions of Section 42F-103, HRS, Standards for the award of grants and subsidies).

4. **Amount of CIP Grant:** \_\_\_\_\_ for FY \_\_\_\_\_

Means of Financing: \_\_\_\_\_  
Act \_\_\_\_, SLH \_\_\_\_\_

5. **Budget Information:**

**If you were not awarded the full amount that you requested in your application, please provide an updated budget and narrative for the amount you were awarded above.**

6. **Description of Project/Outcomes:**

(Describe:

a. **The overall project (include where the project would be located, i.e. whether on private property of government property), the intended target group, and the actual number of persons to be served by the completed project. E.g., a community based home for the developmentally disabled would theoretically serve the entire DD population; however, the project itself would provide 8 beds to accommodate only 8 DD individuals.**

b. **What are the measurable results expected from the grant at the end of the grant period?**

7. **Public Purpose:**

(Describe:

a. **The program objective of the department that the CIP supports; if the project does not support the program objective to which funds were appropriated or any**

Attachment F – B&F Form F

**other program objective of the expending department, include a discussion on which program/department may be more appropriate.**

- b. The extent to which the services provided by the project complement or duplicate services provided by the department, including services provided through purchase of service contracts under Chapter 103F, HRS, Purchases of Health and Human Services.**
  
- c. A PAB form should be filled out and attached to the request to release CIP funds. Are there any issues identified as a result of the information provided on the PAB form?**

**8. Funding:**

(Describe:

- a. What portion (plan, design, construction, equipment) of the overall project will be funded by the requested release?**
  
- b. Is the grant intended to purchase land?**
  - i. If yes, how are the conditions contained in Section 42F-103(d) being met?**
  
- c. Is this grant provides only planning/design funds:**
  - i. What is the total cost of construction and how will the construction phase be funded?**
  
  - ii. Is there a commitment of non-State grant funds to cover construction costs?**

Attachment G – Form PAB

(2 sided)

<b>FORM PAB</b> Department of Budget and Finance (rev. 7/94)		<b>Questionnaire - General Obligation Bond Fund Appropriations</b>	
<b>PART 1</b> Department and Project			
1 Department			
2 Project Name		3 Project CIP no.	
4 Session Law (act no. and year)	5 Program area function	6 Item No.	
7 Project description			
<b>PART 2</b> Project cost and funding sources			
8 Does this request for funding require general obligation bond fund appropriations? If "no" box is checked, no further information other than signature and date is required.			<input type="checkbox"/> Yes <input type="checkbox"/> No
9 Has any appropriations been made for any portion of Project prior to this request?			<input type="checkbox"/> Yes <input type="checkbox"/> No
10 Funding sources for costs of Project made by this request			
a Direct Federal payment for construction and related capital costs			
b General obligation bond fund appropriations			
c General fund appropriations			
d Other State of Hawaii and county funds			
e Section 501(c)(3) funds			
f Private funds			
g Total capital costs made by this request			
<b>PART 3</b> Use of general obligation bond fund appropriations and use of Project			
11 Total amount made by this request for each purpose to which general obligation bond fund appropriations will be applied			
a Total construction and related capital costs			
b Total nonconstruction and noncapital State of Hawaii costs			
c Total grants to counties			
d Total grants to Section 501(c)(3) corporations			
e Total grants to private persons and organizations and Federal government			
f Total loans to counties			
g Total loans to Section 501(c)(3) corporations			
h Total loans to private persons and organizations and Federal government			
i Total use of general obligation bond fund appropriations			
12 Total square footage and percentage of use of Project for each purpose to which general obligation bond fund appropriations will be applied			
		Square Footage	Percentage of Total
a Total common area			
b Total area used by State of Hawaii and counties			
c Total area used by Section 501(c)(3) corporations			
d Total area used by private persons and organizations and Federal government in trade or business			
e Total area			
<b>PART 4</b> Payment of operating and debt service costs, and management, of Project			
13 Will any lease or contract with a concessionaire or vendor be entered into in respect of any portion of the Project? If yes, attach schedule and copy of each contract.			<input type="checkbox"/> Yes <input type="checkbox"/> No
14 Will any lease, incentive payment contract or management contract be entered into in respect of any portion of the Project? If yes, attach schedule and copy of each contract.			<input type="checkbox"/> Yes <input type="checkbox"/> No
15 Will any payment be made (directly or indirectly) by the Federal government or any private person or organization pursuant to contract or other arrangement in respect to any portion of the Project? If yes, attach schedule and copy of each contract.			<input type="checkbox"/> Yes <input type="checkbox"/> No
Name of signer	Signature	Date	Telephone Number

**Instruction for Form PAB**

**Who must file this Form PAB.** Anyone requesting any appropriation of general obligation bond fund must file this Form PAB.

**Where to file.** This Form PAB must be filed with the Budget Program Planning and Management Division of the Department of Budget and Finance.

**Purpose.** The purpose of this Form PAB is to elicit information that will enable the State of Hawaii to allocate general obligation bond fund appropriations in a manner that will comply with applicable requirements of Federal income tax law and regulations.

**Line 1.** Enter the name of the Department making the request for general obligation bond fund appropriations.

**Line 2.** Enter the name of the project for which general obligation bond fund appropriations are being requested.

**Line 3.** Enter the CIP number for the project.

**Line 4.** Enter the act no. and year of Session Law Act under which appropriations have been made or are to be made for the project.

**Line 5.** Enter the program area function (e.g., economic development).

**Line 6.** Enter the item number of the project.

**Line 7.** Enter the description of the project (e.g., Waiānae Rental Housing).

**Line 8.** Check the 'yes' box if any portion of the project is to be funded with general obligation bond fund appropriations. Otherwise, check the 'no' box, if the 'no' box is checked, no other information on Form PAB, other than the signature line, is required. Please sign, date and return this Form PAB.

**Line 9.** Check the 'yes' box if any appropriation has been made for any portion of the project prior to this request, and attach the prior Form PAB or schedule containing all relevant details including the date, amount, and Session Law act and year.

**Line 10.** With respect to the appropriations (regardless of the source of such appropriations) made by this request for funding of any portion of the project:

- a. Enter the amount made or expected to be made by the Federal government including reimbursements, for construction and related construction and acquisition costs in respect of the project.
- b. Enter the amount funded or expected to be funded from general obligation bond fund appropriations.
- c. Enter the amount funded or expected to be funded from general fund appropriations.
- d. Enter the amount funded or expected to be funded by other State of Hawaii funds or county funds.
- e. Enter the amount funded or expected to be funded by payments from corporations which are classified as section 501(CX3) corporations under the Internal Revenue Code.
- f. Enter the amount funded or expected to be funded by private persons and organizations.
- g. Enter the total of the amounts in a, b, c, d, e, and f of Line 10.

Attach a schedule containing all details, including amounts and name and address of each person contributing to the funding of the project. Funding as used in this Line 10 means funding for capital and related acquisition items, including land, but does not include funding of operational and maintenance expenses or debt service payments after the in-service date of the project.

**Line 11.** With respect to the general obligation bond fund appropriations made by this request for funding of any portion of the project:

- a. Enter the total amount made or expected to be made for construction and related construction and acquisition costs of the project.
- b. Enter the total amount made or expected to be made to pay other State of Hawaii costs (e.g., a judgement claim, a contract settlement payment).
- c. Enter the total amount of grants made or expected to be made to counties in the State of Hawaii.
- d. Enter the total amount of grants made or expected to be made to section 501(cX3) corporations.
- e. Enter the total amount of grants made or expected to be made to private persons and organizations and the federal government.
- f. Enter the total amount of loans made or expected to be made to counties in the State of Hawaii.
- g. Enter the total amount of loans made or expected to be made to section 501(cX3) corporations.
- h. Enter the total amount of loans made or expected to be made to private persons and organizations and the federal government.
- i. Enter the total of the amounts in a, b, c, d, e, f, g and h of Line 11.

Attach a schedule containing all details, including amounts and name and address of recipients of bond fund appropriations.

**Line 12.** Enter, to the extent applicable (e.g., an office building), the total square footage and percentage of total square footage of the project used by various persons or organizations. All use, including indirect and incidental use, is to be included.

- a. The total common area (e.g., hallways, parking structure) used by all persons and organizations.
- b. The total area (excluding the common area) used exclusively by the State of Hawaii and counties in Hawaii.
- c. The total area (excluding the common area) used exclusively by section 501(cX3) corporations.
- d. The total area (excluding the common area) used exclusively by private persons and organizations (including concessionaires and vendors) and the Federal government in their trade or business.
- e. Enter the total of the amounts in a, b, c and d of Line 12.

Attach a schedule containing all details, including a breakdown by area used, and name and address of each user.

**Line 13.** Check the 'yes' box if any lease or contract with a concessionaire or vendor is expected to be entered into in respect of any portion of the project (e.g., vending machines, newsstand, store, pharmacy, pay telephones, onsite laundry services, cafeteria or other food services). Attach a separate schedule containing all relevant details, including the date, the name and address of each concessionaire or vendor, the terms and provisions of the lease or contract, and a copy of the contract

**Line 14.** Check the 'yes' box if any lease, incentive payment contract or management contract is to be entered into in respect of any portion of the project. Attach a separate schedule containing all relevant details, including the date, the name and address of each party to such lease or contract, the terms and provisions of the lease or contract, and a copy of the lease or contract.

**Line 15.** Check the 'yes' box if any payment is expected to be made (directly or indirectly) by any private person or entity or the Federal government pursuant to contract or other arrangement in respect of any portion of the project. Attach a separate schedule containing all relevant details, including the date, the name and address of each party to such contract or arrangement, the terms and provisions of the contract or arrangement, and a copy of the contract or a description of the arrangement.



Attachment I – Form 310

Office of Community Services  
Department of Labor and Industrial Relations

FORM 310 - CIP Expenditure Report

1. <b>RECIPIENT ORGANIZATION:</b> Sample Organization		2. <b>FUNDING SOURCE:</b> GIA State			
1. <b>MAILING ADDRESS:</b> 123 Smith Street, Honolulu, HI 96813		4. <b>CONTRACT NO.:</b> OCS-CIP-17-01		5. <b>CONTRACT AMOUNT:</b> \$120,000.00	
3. <b>PROGRAM:</b> Sample Program		6. <b>CONTRACT PERIOD:</b> From: July 1, 2017 To: June 30, 2018			
		7. <b>PERIOD COVERED BY THIS REPORT:</b> <input checked="" type="checkbox"/> If FINAL, click box <input type="checkbox"/> FINAL REPORT From: July 1, 2017 To: September 30, 2017			
8. CATEGORIES	PROGRAM BUDGET	EXPENDITURES CURRENT PERIOD	EXPENDITURES YEAR TO DATE	VARIANCE VS. BUDGET*	% OF BUDGET EXPENDED*
<b>A. PLAN</b>	<b>\$3,500.00</b>	<b>\$3,500.00</b>	<b>\$3,500.00</b>	<b>\$0.00</b>	<b>100.00%</b>
1 Category 1	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	100.00%
2 Category 2	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	100.00%
3		\$0.00	\$0.00	\$0.00	#DIV/0!
4		\$0.00	\$0.00	\$0.00	#DIV/0!
5		\$0.00	\$0.00	\$0.00	#DIV/0!
6		\$0.00	\$0.00	\$0.00	#DIV/0!
7		\$0.00	\$0.00	\$0.00	#DIV/0!
8		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>B. DESIGN</b>	<b>\$2,850.00</b>	<b>\$1,750.00</b>	<b>\$1,750.00</b>	<b>\$1,100.00</b>	<b>61.40%</b>
1 Category 3	\$1,750.00	\$1,750.00	\$1,750.00	\$0.00	100.00%
2 Category 4	\$1,100.00	\$0.00	\$0.00	\$1,100.00	0.00%
3		\$0.00	\$0.00	\$0.00	#DIV/0!
4		\$0.00	\$0.00	\$0.00	#DIV/0!
5		\$0.00	\$0.00	\$0.00	#DIV/0!
6		\$0.00	\$0.00	\$0.00	#DIV/0!
7		\$0.00	\$0.00	\$0.00	#DIV/0!
8		\$0.00	\$0.00	\$0.00	#DIV/0!
9		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>C. CONSTRUCTION</b>	<b>\$98,650.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$98,650.00</b>	<b>0.00%</b>
1 Category 5	\$35,000.00	\$0.00	\$0.00	\$35,000.00	0.00%
2 Category 6	\$10,830.00	\$0.00	\$0.00	\$10,830.00	0.00%
3 Category 7	\$9,285.00	\$0.00	\$0.00	\$9,285.00	0.00%
4 Category 8	\$28,753.00	\$0.00	\$0.00	\$28,753.00	0.00%
5 Category 9	\$14,782.00	\$0.00	\$0.00	\$14,782.00	0.00%
6		\$0.00	\$0.00	\$0.00	#DIV/0!
7		\$0.00	\$0.00	\$0.00	#DIV/0!
8		\$0.00	\$0.00	\$0.00	#DIV/0!
9		\$0.00	\$0.00	\$0.00	#DIV/0!
10		\$0.00	\$0.00	\$0.00	#DIV/0!
11		\$0.00	\$0.00	\$0.00	#DIV/0!
12		\$0.00	\$0.00	\$0.00	#DIV/0!
13		\$0.00	\$0.00	\$0.00	#DIV/0!
14		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>D. EQUIPMENT</b>	<b>\$15,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$15,000.00</b>	<b>0.00%</b>
1 Category 10	\$15,000.00	\$0.00	\$0.00	\$15,000.00	0.00%
2		\$0.00	\$0.00	\$0.00	#DIV/0!
3		\$0.00	\$0.00	\$0.00	#DIV/0!
4		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>E. LAND ACQUISITION</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#DIV/0!</b>
1		\$0.00	\$0.00	\$0.00	#DIV/0!
2		\$0.00	\$0.00	\$0.00	#DIV/0!
3		\$0.00	\$0.00	\$0.00	#DIV/0!
<b>F TOTAL (Add line A+B+C+D+E = line F)</b>	<b>\$120,000.00</b>	<b>\$5,250.00</b>	<b>\$5,250.00</b>	<b>\$114,750.00</b>	<b>4.38%</b>

OCS FORM 310 / Revised 05/2017  
INTERNAL USE ONLY

**Attachment J – Program Activity Status 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.

**Attachment K – Request for Approval to Expend State CIP GIA Funds**

**Request for Approval to Expend  
State Capital Improvement Project GIA Funds**

Grantee:	Contract Number:
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Description	Dollar Amount
A. Projected Total Project Cost	
B. Amount Expended To-Date Funded by Other Donors (Provide details below)	
C. Remaining Balance (A – B)	
D. Projected State Funds Needed	

List Other Funding Sources	Amount Expended

As stipulated in the “Compensation and Payment Schedule” of the Contract between \_\_\_\_\_ and the State of Hawaii, “The CONTRACTOR recognizes that all of the matching funds will be collected from donors and expended toward the work before any sums in the State grant are expended. The CONTRACTOR shall submit to the STATE a notification and such supporting documentation as the STATE prescribes as being necessary and adequate to document that all of the matching funds have been received and expended on the work. At such time as the STATE determines that all promised matching funds have been duly collected and expended on the work, the STATE shall release such amounts of State funds as are necessary to expenditures already made by the CONTRACTOR, unless and only to the extent the STATE otherwise expressly agrees to make certain sums available as advances.”

In accordance with the contract, we are notifying the State of Hawaii that the above project has utilized all other sources of funding in the amount of \$\_\_\_\_\_ from other various donors.

In order to proceed with the project, we are in requesting to utilize State funds. I certify that the above statement is true to the best of my knowledge.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Created June 2017