LINDA LINGLE
GOVERNOR

DENISE M. WISE
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII

DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
POST OFFICE BOX 17907
Honolulu, Hawaii 96817
FAX: (808) 832-6039

IN REPLY PLEASE REFER TO:

10:CPO/073

March 12, 2010

TO: Interested Parties

FROM: Rick Sogawa
Acting Procurement Officer

SUBJECT: Request for Information No. HPB 2010-04, Addendum No. 1
Housing Opportunities for Persons With AIDS (HOPWA) Program for the Islands of Hawaii, Kauai, and Maui

This addendum no. 1 is to amend Section I. Administrative Overview, Item III. Contracting Office, page 1 as follows:

III. Contracting Office:
The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFI. The Contracting Office is:

Department of Human Services
Homeless Programs Branch
1002 North School Street
Honolulu, Hawaii 96817 **Telephone: (808) 832-5870**

For the purpose of this Solicitation, the RFI Coordinator or his/her designated representative is listed below:

Sandra Miyoshi
Department of Human Services
Homeless Programs Branch
1002 North School Street
Honolulu, Hawaii 96817

Telephone: (808) 832-5870 **Fax: (808) 832-5332**

If you have any questions, please call contact Sandra Miyoshi, RFI Coordinator at (808) 832-5870. Thank you.

EQUAL HOUSING OPPORTUNITY

Hawaii Public Housing Authority
State of Hawaii

Request for Information (RFI)
RFI-HPB 2010- 04

Housing Opportunities for Persons With AIDS (HOPWA)

Date Issued: **February 23, 2010**
Submittal Deadline: **March 15, 2010**

The purpose of this request for information is to include providers in a federal grant application pursuant to section 3-143-614, HAR. If the State is awarded the grant, no Request For Proposal (RFI) for this service will be issued and the providers selected and named in the grant application as result of this RFI will be awarded a contract for the service

Notice for Offerors
(Chapter 103F, Hawaii Revised Statutes)

Housing Opportunities for Persons With AIDS (HOPWA)
Request for Information RFI-HPB 2010-04

Notice is hereby given that pursuant to Chapter 103F, Hawaii Revised Statutes ("HRS"), the Hawaii Public Housing Authority ("HPHA") will be accepting sealed proposals for services under the Housing Opportunities for Persons With AIDS ("HOPWA") Program on the Islands of Hawaii, Kauai and Maui.

The Request for Information ("RFI") may be picked up at the HPHA's Contract and Procurement Office on Oahu located at 1002 North School Street, Building D, Honolulu, Hawaii 96817 beginning on February 23, 2010. The RFI may also be down loaded from the State Procurement Office (SPO) (http://hawaii.gov/spo/spoh): Procurement Notices System (PNS) website and the HPHA website (http://www.hcdch.hawaii.gov/).

The HPHA's Contract and Procurement office will conduct a Pre-Proposal Conference via teleconference from 10:30 a.m. to 11:30 a.m. Hawaii Standard time (HST) on Tuesday, March 2, 2010. Interested offers may also attend the Pre-Proposal Conference held in Building E, Mini Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. For the teleconferencing phone number and access code please email Phyllis Ono at phyllis.m.ono@hawaii.gov .

One (1) original and four (4) copies of the sealed proposal will be received at the HPHA's Central Files Office at 1002 North School Street, Building D, Honolulu, Hawaii 96817 on Monday, March 15, 2010.

Electronic mail and facsimile transmission shall not be accepted. The official time shall be that which is recorded on the time stamp clock of the HPHA for the hand-delivered proposals. Deliveries by private mail services such as Federal Express (FedEx) and United Parcel Service (UPS) shall be considered hand deliveries. All mail-in proposals delivered/postmarked by the United States Postal Service **must be received** no later than 4:00 p.m. HST on Monday, March 15, 2010.

The HPHA reserves the right to reject any and all proposals and to accept the proposal in whole or part in the best interest of the State. Questions relating to this solicitation shall be directed to Ms. Phyllis Ono at (808) 832- 6086.

HAWAII PUBLIC HOUSING AUTHORITY

Barbara E. Arashiro
Acting Executive Director

EQUAL HOUSING OPPORTUNITY

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Section 1

Administrative Overview

Section 1 – Administrative Overview

I. Authority

The Hawaii State Legislature establish the Hawaii Public Housing Authority (hereinafter "HPHA") under Chapter 356D, Hawaii Revised Statutes (HRS). The HPHA consolidated all low income housing and homeless function and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing and homeless needs of the individuals and families in the State of Hawaii. Under the HPHA, the Homeless Programs Branch (hereinafter "HPB") works in collaboration with each county's Continuum of Care (hereinafter "CoC") in the State of Hawaii to address homelessness statewide. The HPHA seeks to competitively procure services from qualified offerors to provide tenant based rental assistance, short term rental assistance, permanent housing placement, and supportive services under the Housing Opportunity for Persons With AIDS (Acquired Immune Deficiency Syndrome herein after "AIDS") (HOPWA), for the Islands of Hawaii, Kauai and Maui.

This Request for Information (hereinafter "RFI") is issued under the provisions of Chapter 103F, Hawaii Revised Statutes (hereinafter "HRS"), the related administrative rules, and the under the United State Department of Housing and Urban Development's (hereinafter "HUD") regulations. The purpose of the RFI is to include selected offerors in a HUD federal grant application pursuant to section 3-143-614, Hawaii Administrative Rules (hereinafter "HAR"). If the State is awarded the HUD grant, no Request For Proposal (hereinafter "RFP") for this service will be issued and the successful offeror shall be named in the grant application as result of this RFI will be awarded a contract for services under the HOPWA program. Interested offeror are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any interested offeror shall constitute admission of such knowledge on the part of such interested offeror.

II. RFI Organization

This RFI organized into four (4) sections:

Section 1, Administrative Overview - Provides interested offerors with an overview of the procurement and contracting process.

Section 2, Service Specifications – Provides interested offerors with a general description of the tasks to be performed, delineated interested offeror's responsibilities, and defines deliverables as applicable.

Section 3, Proposal Form and Instructions- Describes the required format and content for the proposal.

Section 4, Evaluation – Describes how the proposals will be evaluated.

Section 5, Attachments - Information and forms necessary to complete the application.

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this RFI. The Contracting Office is:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Building D
Honolulu, Hawaii, 96817 Telephone: (808) 832-6086

For the purpose of this solicitation, the RFI Coordinator or his/her designated representative is listed below:

Phyllis Ono
Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street, Building D
Honolulu, Hawaii 96817

Telephone: (808) 832-6086 Fax: (808) 832-6039

The HPHA reserves the right to change the RFI Coordinator without prior written notice.

The Administrative Office responsible for administering and monitoring the Contract is the Homeless Programs Branch (HPB). For the purpose of this solicitation, the Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Sandra Miyoshi
Hawaii Public Housing Authority
Homeless Programs Branch
1002 North School Street, Building H
Honolulu, Hawaii 96817 Telephone: (808) 832-5870

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Successful Offeror. The HPHA reserves the right to make changes to the Contract Administrator. Once a Contract has been executed, all the communication regarding approvals, reports, and request will be directed to the Contract Administrator.

IV. Procurement Timeline

Note that the procurement timetable represents the State's best estimated schedule. Contract start dates are subject to HUD's notice of funding award and the issuance of a notice to proceed.

Activity	Scheduled Date
Public notice announcing RFI	February 23, 2010
Proposal submittal deadline	March 15, 2010
Proposal evaluation period	March 17 -24, 2010
Provider selection	March 17-24, 2010
Notice of statement of findings and decision	March 24-25,2010
Contract start date	Summer 2011

V. Pre-Proposal Conference

A Pre-proposal Conference of interested offerors in reference to this RFI will be held as follows:

Date:	March 2, 2010	**Time:**	9:00 a.m. to 10:00 a.m.. HST
Location:	Interested offers may also attend the Pre-Proposal Conference held in Building E, Mini Conference Room, 1002 North School Street, Honolulu, Hawaii 96817. For the teleconferencing phone number and access code please email Phyllis Ono at phyllis.m.ono@hawaii.gov .		

Interested Offerors are encouraged to submit written questions prior to the pre-proposal conference. Impromptu questions will be permitted at the pre-proposal conference and spontaneous answers provided at the state purchasing agency's discretion. However, answers provided at the pre-proposal conference are only intended as general direction and may not represent the HPHA's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the pre-proposal conference.

VI. Submission of Sealed Proposals

A. **Forms/Format.** Proposal forms and formats such as work plans are included in Section 5 – Attachments of this RFI.

B. **Proposal Submittal.** Proposal must be postmarked by the United States Postal Services (USPS) or hand delivered by the date and time designated in this RFI. Any proposals post-marked or received after the designated date and time shall be rejected. **Electronic submission such as email and facsimile transmissions shall not be accepted.**

The register of proposals and proposals shall be open to public inspection after the award of the contract.

C. **Multiple or Alternate Proposals**. Multiple/alternate proposals are not applicable to this RFI.

D. **Confidential Information.** If an interested offeror believes any portion of a proposal contains information that should be withheld as confidential, the interested offeror shall request in writing non-disclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal to facilitate eventual public inspection of the non-confidential sections of the proposal. Note that price is not considered confidential and will not be withheld.

Interested offeror that choose to identify portions of their proposals as confidential shall be responsible to ensure that the minimum services are not included. The HPHA will not make any determination of confidentiality for the interested offeror

If a proposal is marked confidential in its entirety, the HPHA will not make a determination of confidentiality and will refer the request of information to the State's Office of Information Practices.

VII. Discussion with Offerors Prior to Proposal Submission

Discussion may be conducted with interested offeror to promote understanding of the HPHA's requirements.

VIII. Opening of Proposals.

Upon receipt of proposals by the HPHA at the designated location, proposals, modification to proposals and withdrawals of proposals shall be date-stamped, and whenever possible, time stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the submittal deadline. Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties. Sealed proposals shall not be opened at a public proposal opening.

IX. Additional Materials and Documentation

Proposal sample or descriptive literature should not be submitted unless specifically requested within the RFI. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested, and will not be deemed to vary any of the provisions of this RFI.

X. RFI Amendments

The HPHA reserves the right to amend this RFI at any time prior to the closing date for proposal. Interested offerors will be notified of the availability of amendments through verbal or written communication.

XI. Additional Terms and Conditions

The HPHA reserves the right to add terms and conditions during contract negotiations and discussions. These terms and conditions may be within the scope of the RFI and will not affect the proposal evaluation.

XII. Cancellation of the Request for Information

The RFI may be cancelled and any or all proposals maybe rejected in whole or in part, when determined by the HPHA to be in the best interest of the State.

XIII. Costs for Proposal Preparation Any costs incurred by interested offerors in preparing or submitting a proposal are the interested offerors' sole responsibility. Any costs incurred by the Successful Offeror prior to the execution of a Contract are not eligible for reimbursement.

Costs incurred in connection with the review, inspection and verification of information provided in the RFI shall be the interested offeror's sole responsibility.

Interested offerors shall provide the HPHA with the written authorizations(s) necessary to verify information provided in the interested offeror's proposal.

XIV. Mistakes in Proposals

While interested offerors are bound by their proposals, circumstance may arise where a correction or withdrawal of proposals is proper. An obvious mistake in a proposal may be corrected or withdrawn, or waived by the interested offeror to the extent that it is not contrary to the best interest of the HPHA or the fair treatment of other interested offerors. Mistake in proposals shall be handled as provided in section 3-143-606, HAR.

XV. Rejection of Proposals

The HPHA reserves the right to consider as acceptable only those proposal submitted in accordance with the requirements set forth in this RFI and which demonstrates an understanding of the services specification. Any proposal offering may be rejected with out further notice if it is:

A. Determined to unreasonable in price, including not only the total price of the proposal, but the prices for individual items as well: or

B. Determined to offer a set of terms or conditions that are contradictory to the minimum requirements included in this RFI.

XVI. Notice of Award.

Any Contract arising out of this solicitation is subject to the approval of the Department of the Attorney General as to form, and to all further approval, including the approval of HUD as may be required by statue, regulation, rule, order or other directive.

The Successful Offeror shall receive a Notice of Award, which will indicate the Successful Offeror has be selected to provide tenant based rental assistance, short term rental assistance, permanent housing placement, and supportive services under the HOPWA program for this RFI.

No work is to be undertaken by the Successful Offeror prior to the Contract commencement date. The HPHA is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Offeror prior to the Contract starting date.

The Successful Offeror receiving award shall be required to enter into a formal written Contract. The General Conditions of the Contract are attached as Section 5, Attachment 5 of the Sample Contract included herein.

XVII. Availability of Funds.

The award of a Contract and any allowed renewal or extension thereof, is subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and subject to the availability of State and/or Federal funds.

XVIII. Monitoring and Evaluation.

The Successful Offeror's performance under the Contact will be monitored and evaluated by the Contact Administrator or his/her designated representative, HUD, the HPHA's Auditors, the Legislature, and/or other designated representatives.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the General Conditions. See Section 5, Attachment 5 of the Sample Contract. The Successful Offeror may be required to submit additional written reports, including a corrective action plan, in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work and shall continue for the duration of time as deemed necessary by the HPHA.

The HPHA reserves the right to make periodic inspections of all records and files, to ensure that administrative polices, shelter and services are properly considered, adequately addressed and delivered.

The HPHA may also with hold payment, without being required to pay interest for late payment, if the Successful Offeror fails to submit and implement a corrective action plan in response to findings by the HPHA or if the Successful Offeror fails to demonstrate improvement in performance after implementing its corrective action plan.

XIX. General and Special Conditions of Contract

A. The General Conditions that will be imposed contractually are included as an attachment. The State's General Conditions set forth in Section 5, Attachment 5 of the Sample Contract, may also be found on the State Procurement (SPO) website at **www.spo.hawaii.gov**.

B. Special Conditions may be imposed by the HPHA. The HPHA reserves the right to make small or major modification to the quantity of items or reporting requirements contingent upon unforeseen conditions.

C. **Special Conditions Terms** The terms to be used in any subsequent contract with the State of Hawaii resulting form this RFI shall be one and the same as follows:

1. "Contract" and "Sub-Recipient Agreement";
2. "CONTRACTOR", "SUB-RECIPIENT", and "PROVIDER".

XX. Cost Principles

The HPHA shall utilize standard cost principles at section 3-141, HAR, which are available on the SPO Website. Nothing is this section shall be construed to create an exemption from any cost principle arising under federal law.

(END OF SECTION)

Section 2

Service Specifications

Section 2 – Service Specification

I. Overview, Purpose or Need and Goals of Service

The Hawaii State Legislature establish the Hawaii Public Housing Authority (hereinafter "HPHA") under Chapter 356D, Hawaii Revised Statutes (HRS). The HPHA consolidated all low income housing and homeless function and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic of the State of Hawaii. The HPHA's role is to address the housing and homeless needs of the individuals and families in the State of Hawaii. Under the HPHA, the Homeless Programs Branch (hereinafter "HPB") works in collaboration with each county's Continuum of Care (hereinafter "CoC") in the State of Hawaii to address homelessness statewide. The HPHA seeks to competitively procure services from qualified offerors to provide tenant based rental assistance, short term rental assistance, permanent housing placement, and supportive services under the Housing Opportunities for Persons With AIDS (hereinafter "HOPWA") program, for the Islands of Hawaii, Kauai and Maui.

The State's goal is to create a coordinated network of providers and jurisdictions working collaboratively to address the needs of the homeless by identifying and eliminating the gaps in the homeless Continuum of Care system. The Hawaii Public Housing Authority's (HPHA) role in the process for developing the Continuum of Care systems in each county are as follows:

1. To facilitate and support the development and expansion of a locally developed Continuum of Care system in each of the Counties;
2. To work with federal, state, and local government agencies to coordinate efforts and resources to effectively provide for homeless families and individuals;
3. To ensure that the needs of all homeless sub-populations are addressed and included in the locally developed Continuum of Care systems;
4. To support agencies in the provision of services which promote the homeless Continuum of Care systems;
5. To continue to promote and encourage public awareness and understanding of the causes and problems associated with homelessness and to stimulate the participation in efforts to address homelessness throughout the state; and
6. To develop an effective mechanism for leveraging resources in the development and submission of grant applications for federal funds.

A. State Priorities

As part of the State's Continuum of Care system for homeless individuals and families, the HOPWA program funds will be used to address the housing needs of homeless with Immunodeficiency Virus-Acquired Immune Deficiency Syndrome (hereinafter "HIV/AIDS") and other related diseases.

The general statewide priorities for assisting persons with HIV/AIDS and their families are as follows:

1. Assist persons with HIV/AIDS to obtain and retain permanent housing;
2. Increase assisted living or supported housing opportunities for persons with HIV/AIDS and their families;
3. Maintain and enhance current transitional and emergency housing opportunities for persons with HIV/AIDS and their families; and ; and
4. Increase the availability of long-term care, skilled nursing facilities and hospice.

B. **Goals**

The HOPWA Program is designed to provide resources for long-term comprehensive strategies to meet the housing needs of persons with AIDS or related diseases and their families. The goal of the HOPWA Program is to assist and enable persons with AIDS or other related disease to obtain and retain permanent or supportive housing and to live as independently as possible by making resources available to:

1. Stabilize their housing situations through rental/mortgage assistance, home operating cost assistance;
2. Address the obstacles that prevent persons with AIDS from obtaining and retaining housing through supportive services and housing information services; and
3. Provide assistance with access to health-care and counseling

II. Funding Source and Geographic Area

A. **Funding Source.** Funds are subject to appropriation by the State's Director of Finance and/or United States Congress and allocation by the Governor, State Legislature and/or the HUD. Funding period may change upon written notice from HPHA. The anticipated funding amount for the Program Year 2010-2011 is $163,000.00. All award amounts are based on the availability of funds.

B. **Geographic Coverage.** The service to be provided shall be only on the Islands of Hawaii, Kauai and Maui. The combination of all contracted interested offerors together may provide a network of services across the Islands of Hawaii, Kauai, and Maui.

III. General Requirements

A. Qualifying Requirements

HPHA's overall requirements for interested offeror s applying under this RFI, shall including without limitation to the following as stated in section 17-2026 HAR:

B. The Successful Offeror shall comply with chapter 103F, HRS Cost Principles for Purchase of Health and Human Services. The Successful Offeror shall also comply with the United States 24 Code of Federal Regulations, part 574 under the HOPWA program.

C. The Successful Offeror shall be a for-profit organization incorporated under the laws of the STATE; or be a nonprofit organization determined by the Internal Revenue Service. A nonprofit must is exempt from the federal income tax has a governing board whose members have no material conflict of interest ands serve with out compensation, with bylaws or policies that describe the manner in which business is conducted, and with policies that relate to nepotism and management of potential conflict of interest situations;

D. The interested offeror shall have at least one (1) year's experience with the project or in the program area for which the request is being made; provided that the STATE may grant an exception where the organization applying for a program under this RFI has otherwise demonstrated the necessary experience or expertise in the program area.

E. The Successful Offeror shall have no outstanding balance owing to the HPHA. The executive director of the HPHA may grant exceptions for debt recently acquired and for events which have an approved repayment plan.

IV. Compliance with all Applicable State Business and Employment Law The Successful Offeror shall comply with all laws governing entities doing business in the State. Prior to contracting, owners of all forms of business doing business in the state except sole proprietorships, charitable organizations unincorporated associations and foreign insurance companies be registered and in good standing with the Department of Commerce and Consumer Affairs (DCCA), Business Registration Division. Foreign insurance companies must register with DCCA, Insurance Division. See for more information is on the DCCA website: http://hawaii.gov/dcca.

A. **Wages and Labor Law Compliance** Prior to contract execution for a service contract in excess of $25,000, the Successful Offeror provider shall certify that its compliance with section 103-55, HRS, "Wages, hours, and working conditions of employees of contractors performing services."

B. **Certifications of Eligibility**

Prior to award of a Contract, the Successful Offeror is required to submit the following documents to the HPHA to demonstrate compliance with State laws:

1. Tax Clearance, For A-6;
2. Department of Labor and Industrial Relations, Application for the Certificate of Compliance, Form LIR#27; and

3. Certificate of Good Standing issued by the Department of Commerce and Consume Affairs Business registration Divisions (BREG).

Alternatively, the interested offeror may choose to use the Hawaii Compliance Express ("HCE"), which allows business to register online through a simple wizard interface at:

http://vendors.ehawaii.gov/hec/splash/welcome.html

The HCE provides the interested offeror with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Vendor that elects to use the new HCE services will be required to pay an annual fee of $12.00 to the Hawaii Information Consortium, LLC (HIC).

V. Insurance Requirements

A. Indemnification

The Successful Offeror shall defend, indemnify, and hold harmless the State of Hawaii, the HPHA, its elected and appointed officials, officers, and employees, from and against all liability, loss, damage, cost, and expense, including all attorneys' fee, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the Successful Offeror or the Successful Offeror's officers, employees, agents or sub contractors.

B. Prior to execution of a Contract, the Successful Offeror shall furnish to the Contracting Officer certificate (s) of insurance as evidence of the existence of the follow insurance coverage in amount not less that the amounts specified. This insurance must be maintained throughout the entire performance period.

C. Worker's Compensation

The Successful Offeror shall carry Worker's Compensation insurance in such form and amount to satisfy the applicable State Worker's Compensation Law. Workers' Compensation must be issued by an admitted carrier authorized to do business in the State of Hawaii.

D. Liability Insurance

The Successful Offeror shall maintain the following minimum insurance limits and coverage:

Coverages	Limits
General Liability Insurance	$2,000,000.00 combined single limit per occurrence for bodily injury and property damage.

Personal Injury Liability	$1,000,000.00 single limits per occurrence. $2,000,000.00 for general aggregate.
Automobile Insurance Covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of $100,000.00 each person and $300,000.00 per accident and property damage liability limits of $1,000,000.00 per accident OR $2,000,000.00 combined single limit.
Workers Compensation as required by laws of the State of Hawaii	Insurance to include Employer's Liability. Both such coverage's shall apply to all employees of the Successful Offeror and to all employees of sub-contractors in case any sub-contactor fails to provide adequate similar protection for all his employees to all employees of sub-contractors.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by this Contract shall contain the following provisions:

a. This insurance shall not be cancelled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Hawaii Public Housing Authority (HPHA), 1002 North School Street, Building E, Honolulu, Hawaii 96817.

b. The State of Hawaii, the HPHA, its elected and appointed officials officers, and employees are added as additional insured parties.

c. The Hawaii Public Housing Authority is a self insured State agency. The Successful Offeror's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the Successful Offeror.

d. Upon execution of the Contract, the Successful Offeror agrees to deposit with the HPHA, certificate(s) of insurance necessary to satisfy the HPHA that the insurance provision of this Contract have been complied with and to keep such insurance in effect and the certificate(s) on deposit with the HPHA during the entire term of this Contract. Upon request of the HPHA the Successful Offeror shall be responsible for furnishing a copy of the policy or policies.

e. Failure of the Successful Offeror to provide and keep in force such insurance shall be regarded as material default under this Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in this Contract for default of the Successful Offeror.

f. The procuring of such required insurance shall not be construed to limit the Successful Offeror's liability hereunder not to fulfill the indemnification provision and requirement of this Contract. Notwithstanding said policy or policies of insurance, the Successful Offeror shall be obligated for the full amount total amount of any damage, injury, or loss cause by negligence or neglect connected with this Contract.

E. Other Additional Insurance

The Successful Offeror may, at its own expense, place additional insurance coverage or further protection subject to the HPHA's approval. Request for approval will include a description of the additional insurance coverage, premium and justification.

F. Upon the commencement and completion of a contract, the Successful Offeror shall submit a valid tax clearance from the Department of Taxation and the Internal Revenue Service to the HPHA.

VI. Type of Contract

A. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

Single or multi-term contracts to be awarded

☒ Single term (≤ 2 yrs) ☐ Multi-term (> 2 yrs.)

Initial Term of Contract	Twelve months
Length of each extension:	Up to twelve months; may be less than 12 months when it is in the best interests of the State
Maximum length of contract:	Twenty-four months

B. The Successful Offeror shall be required to execute a Contract for Health and Human Services based on Competitive Sealed Proposals.

C. The Successful Offeror will be required to enter into a formal written contract with the HPHA in accordance with the laws, rules and regulations of the State of Hawaii.

D. By submission of a proposal, Successful Offeror warrant and represent that they have read and are familiar with the contractual and service requirements set forth in the RFI and its attachments, and provisions.

E. All proposals shall become the property of the HPHA. The Successful Offeror's proposal will be incorporated in the resulting Contract by reference.

F. **Independent Contractor.** The Successful Offeror shall be an independent contractor and shall be responsible to control and direct the performance and details of the work and services required. The interested offeror shall be responsible for securing all employee-related insurance coverage and paying all applicable taxes and fees.

G. **Subcontracting.** The Successful Offeror shall not assign or subcontract any of the Successful Offeror's duties obligations, or interest without the prior written consent of the HPHA. If approved, the Successful Offeror shall be responsible for monitoring the performance of any subcontractor and ensuring that all contract terms and conditions are satisfactorily fulfilled.

H. **Extensions.** Any extension in the term for expending the contact award amount shall be on approval by the United States Department of Housing and Urban Development (HUD) and at the sole discretion of the STATE. The following conditions must be met for an extension:

1. The Successful Offeror experiences cost savings and has unexpended funds available that can be used to provide additional services; or

2. The State determines there is an ongoing need for the services and has funds to extend services, not to exceed 12 months. Contract extensions shall be awarded at the same or comparable rates as the primary agreement.

3. A supplemental agreement must be executed prior to expiration of the primary agreement.

4. The Successful Offeror must obtain STATE and HUD approval in writing and a notice to proceed with the extension, and

5. The STATE has determined that the Successful Offeror has satisfactorily provided service over the current contract term, and

6. Necessary State and/or Federal funds are available, appropriated and allotted for an extension.

VII. Administrative Requirements

A. The Successful Offeror's participation in the CoC must be on the County the program shall provide services, and shall be verified through that respective County CoC. The STATE reserves the right to contact the respective CoC regarding the interested offeror's participation.

The Successful Offeror shall actively participate in their respective County's CoC. Failure to actively participate shall impact interested offerors final proposal evaluation score and funding award. Active participation is defined as attending the general meeting, participating and contributing to a committee of the Successful Offeror 's respective CoC. Activities include without limitations activities conducted or supported by the CoC, including without limitation Homeless Awareness Week and Point In Time Count.

B. The Successful Offeror shall have a functioning accounting system that is operated in accordance with generally accepted accounting principles and shall perform financial and compliance audits in accordance with the Office of Management and Budget Circular A-133 and submit the audits to the State as directed if federally funded for $500,000 or more.

C. **Confidentiality.** Each interested offeror must develop and implement procedures to ensure:

1. The confidentiality of records pertaining to any individual provided with assistance;
2. That the address or location of any assisted housing will not be made public; and
3. Compliance with the States' General Conditions.

D. **Grievance Procedures.** The interested offeror shall establish a formal and documented process that provides to the applicant/participant served or seeking services, including Grievance Procedures. The Successful Offeror shall give the applicant/participant written notification of Grievance Procedures when assistance is terminated or denied. The written notice shall contain a clear statement of the reasons for termination or denial of assistance, the specific date when assistance will cease, the right of the applicant/participant to request a review of the decision, instructions on how to evoke this review, the right of the applicant/participant to review the records and the right to legal counsel at the sole expense of the applicant/participant at the review. Upon request, a formal review of the decision, including the questioning of witnesses and presentation of evidence, shall be conducted before a person other than the person who made the decision on review. The Successful Offeror shall render a written decision to the applicant/participant after completion of the formal review. Upon request, a formal review of the appeal decision and evidence shall be conducted by the STATE, pursuant to section 17-2029, HAR.

E. **Administrative Policies**

The Successful Offeror shall maintain its own written policies that, at a minimum address the following:

a. Drug Free Workplace Policy;
b. Sexual Harassment Awareness in the Workplace Policy;
c. Non-Violence in the Workplace Policy;
d. Standards of Conduct;
e. Fair Housing;
f. Americans with Disabilities Act; and
g. Lead-Based Poisoning Prevention.

F. **Homeless Management Information Systems (HMIS).** The collection of information of a person experiencing homelessness is required by the HUD. The HMIS system assists in providing current information regarding the number of homeless, as well as aids in the coordination and tracking of those assisted by the program. The interested offeror shall participate in the STATE's HMIS, domestic violence programs excepted.

The interested offeror providing services for victims of domestic violence ais required to collect client level data in a database comparable to the HMIS. The software used for the comparable database shall not commingle the domestic violence service provider data with the actual HMIS data within the same database.

G. An organization which is primarily a religious organization shall agree to provide all eligible activities under any program in response to this RFI in a manner that is free from religious influences and in accordance with the following principals:

1. It will not discriminate against any person applying for services on the basis of religion and will not limit such housing or other services or give preference to person on the basis of religion;

2. It will exert no religious influences in the provision of supportive services; and

3. It will not discriminate against any employee or Successful Offeror for employment on the basis of religion.

H. **Staffing and Organization.** The interested offeror shall maintain written policies and procedures for the required services including personnel standards, operating procedures, documentation and record keeping, data gathering and reporting, financial administration, quality assurance and monitoring.

The interested offeror shall submit information on the interested offeror's background, position descriptions and staff resumes, program plans and design of facilities or equipment, documentation providing control of facilities including leases or, deeds, financial standing and budget projection, health and safety policies, and grievance procedures, for the State to determine which interested offeror agencies shall receive funds for any program under this RFI.

VIII. Budget and Program Financial Requirements.

The interested offeror will need to complete the State Procurement Budget forms and justifications required as follows:

A. Compensation and Payment

1. Payments shall be made in monthly disbursement in advance of services. All costs incurred must be supported by verifiable evidence that payment was made including without limitations payroll records, and invoices.

2. Not more than seven percent (7%) of an interested offeror grant amount shall be used for Administrative Costs.

3. Requests for payments shall be certified by the Successful Offeror that all contractual obligations are being duly fulfilled.

4. If an amount of reported expenditures is determined by the STATE to be inappropriate, unallowable, or not made in accordance with the approved budget, the STATE may require that such amount of monies be refunded by the Successful Offeror to the STATE upon resolution of the discrepancy by audit or other means as conducted by the STATE or its designee.

5. Upon completion of the Contract and reconciliation of the financial reports, the STATE may require the Successful Offeror to return any unexpended funds to the STATE.

6. An amount equal to five percent (5%) of the total contract amount shall be withheld as final payment subject to satisfactory submittal and reconciliation of all reports, and subject to section 103-53, HRS, which requires a tax clearance from the Department of Taxation and the Internal Revenue Services. The debt owed to the Department of Taxation shall be offset first.

7. Payments are subject to the availability of funds and allotment by the State's Director of Finance, in accordance with Chapter 37, HRS and/or HUD program requirements and guidelines under the HOPWA program.

B. **Project Leveraging**

The Successful Offeror shall leverage resources to be used in the proposed project, and demonstrate attempts by your agency to secure additional/supplemental resources during the past fiscal year and future years for this project.

C. **Reporting Requirements**

1. The Successful Offeror shall submit progress reports, including without limitations, the total amount of funds received, the amount of the HOPWA funds allocated for the eligible activity category, the amount expended in each category; the estimated number of unduplicated individuals and families served; and problems encountered and recommendations to remedy the problems.

2. The Successful Offeror shall submit Quarterly and Annual Performance Reports, all based on the timetable set by the HPHA and HUD.

3. The Successful Offeror shall submit information and/or required reports in a timely manner and in the appropriate forms as prescribed by the HPHA and any State, County or Federal government.

IX. Scope of Work

A. **Eligible uses of HOPWA funds**

Subject to applicable requirements described in Title 24 Code of Federal Regulations (CFR) Part 574.310 thru Title 24 CFR Part 574.340, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy dwellings, and community residences. The HOPWA funding available through this RFI process is for rental assistance and appropriate supportive services that may be provided as any part of HOPWA assisted housing. HOPWA funds may also be used to provide services independently of any housing activity or used in conjunction with other shelter services.

1. **Personnel Costs** are costs incurred for operations and social services personnel in the provision of contracted services and include salaries and wages, payroll taxes and fringe benefits. Personnel costs are limited to persons who will directly participate in the delivery of contracted services to participants. Personnel costs do not include administrative payroll costs refer to Administrative costs below.

    a. Eligible personnel costs include without limitation:
    Salaries and wages for operations and social services personnel such as the project director who directly oversees project, case managers, intake workers, clerical directly involved in rental assistance services.

b. Ineligible personnel costs include without limitation:
   i. Bonuses, severance pay;
   ii. Payroll taxes for operations and social services personnel; and
   iii. Fringe benefits for operations and social services personnel;
   iv. Sick or vacation leave accumulated prior to the contract period, dues to professional organizations for individuals, and any costs considered to be perquisites.

2. **Client Costs** are costs directly benefiting a participant, through a subsidy or purchase of supplies, which the participant receives directly.

   a. Eligible client costs include without limitation:
      i. Rental assistance (subsidy for rent to prevent homelessness); and
      ii. Non-rental assistance (one-time grants for short-term rent, mortgage).

   b. Ineligible client costs include without limitations:
      Medical payments or health services for any item or services to the extent that payment has been made, or can be reasonably be expected to be made under any State compensation program, insurance policy, or any health benefits program. **Health care costs, including costs of therapies, services, and pharmaceuticals, may only be made, upon HPHA approval and shall be documented on an individual basis.**

3. **Administrative Costs** are for general management, oversight, coordination, evaluation and reporting on contracted services.

   Up to seven percent (7%) of the total approved project budget may be used to pay for Administrative costs. A line item budget justifying administrative costs must be provided. Costs directly charged to the program may not be used to justify administrative costs.

B. **Supportive Services.** The range of services that are eligible under the HOPWA program include without limitation to the following types supportive services:

1. Assessment for health, medical and mental health, related issues permanent housing placement,
2. Case management and counseling for drug and alcohol abuse, health, medical, mental health counseling, adult day care and personal assistance, nutritional services, child care, case management, advocacy, coordination of benefits, education, employment assistance and training, legal services, life skills management, outreach, transportation and other activities for supportive housing services (with prior HUD approval).
3. Referral for supportive services including without limitation to listed in Section 2.V.B.a. and b.

X. **Output and performance/outcome measurements.** For this RFI, the focus will be on specific achievements of outcomes and milestones within the context of the services provided and specific measurable changes in the increasing housing stability and self sufficiency. The outcomes describe the anticipated changes in program participants that occur as a result of the services provided. The successful achievement of milestones should be verifiable and documented by direct and indirect measures, observable events or behaviors, or indicators identified by the interested offeror. The interested offeror shall complete the Work Plan to provide the projected number of persons to be served and the type of services to be provided. Please note the State reserves the right to revise the Work Plan based on the requirements of the HOPWA as directed by HUD. See Section 5 Attachment 3 – Work Plan.

In developing outcome performance measures, interested offerors shall address the following competency areas in their proposals:

1. The total number of unduplicated individuals, beneficiaries, and households who were provide assistance.
2. The total number of unduplicated persons who were provided housing assistance in conjunction with supportive services.
3. The total number of unduplicated person who were provided housing assistance in conjunction without supportive services.
4. The total number of unduplicated person who were provide rental deposit assistance.
5. The total number of unduplicated eligible households that received HOPWA housing assistance.
6. The number of households continuing to access housing assistance.
7. Report the housing status of all unduplicated household that completed the HOPWA program.

XI. **Monitoring and Evaluation**

The criteria by which the performance of the Contract will be monitored and evaluated are:

A. The satisfactory provision of services shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis through desk monitoring, site inspection, personal observation and/or other methods by the HPHA's Contract Administrator and his or her designated representative.

B. Should the Successful Offeror fail to comply with the requirements of the contract, the HPHA may request a written corrective action plan that shall include the corrective actions to be taken, a timeline for implementation, and the responsible parties. The HPHA shall monitor the Successful Offeror for implementation of the corrective action plan. The HPHA reserves the right to request regular or additional report on progress towards compliance with the contract and the corrective action plan.

C. Should the Successful Offeror continue to fail to comply with the requirements of the Contract, HPHA reserves the right to engage the services of another Successful

Offeror to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Offeror or to assess the Successful Offeror directly.

D. When a Successful Offeror is not performing the required services as contracted, the HPHA reserves the right to extend the agreement for intervals of less than 12 months. During this time, the HPHA will monitor the Successful Offeror's performance and/or revise the implementation of its corrective action plan to determine whether the HPHA will continue contract with the current Successful Offeror.

E. The State, the HPHA, the Comptroller of the State of Hawaii, and their authorized representatives, the Legislative committees and their staff, the Legislative Auditor, the U.S. Federal government and HUD shall have the right of access to any book, document, paper, file, or other record of the Successful Offeror (and any of its subcontractors). The right of access is related to the performance of services in order to conduct an audit or other examinations or to make excerpts and transcripts for the purposes of monitoring and evaluating the Successful Offeror performance of services and program, management, and fiscal practices. The right of access shall include without limitation to the required retention period but shall last as long as the records are retained. The Successful Offeror shall be required to retain all records for at least three (3) years, except if any litigation, investigation, audit or other action is under way.

(END OF SECTION)

Section 3

Proposal Application Instructions

Section 3 – Proposal Application Instructions

I. General Instructions

When an interested offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks identified in this RFI. The interested offeror's proposal must demonstrate an understanding of and the ability to meet and perform all contractual requirements listed in this RFI.

The submission of a proposal shall constitute the interested offeror's indisputable representation of compliance with every requirement of the RFI. The RFI documents are sufficient in scope and detail to indicate and convey a reasonable understanding of all terms and conditions of performance of the work to interested offeror.

An interested offeror shall submit one (1) original proposal marked "ORIGINAL" and four (4) copies of the original marked "COPY." It is imperative to note that the interested offeror submit only one (1) original and the required number of copies. The outer envelope or packaging of the proposals shall be sealed and clearly marked with the RFI number and title, the interested offeror's name, address, telephone and fax numbers.

Any and all corrections to a proposal shall be initialed in ink by the person signing the proposal for the interested offeror. Any illegible or otherwise unrecognizable corrections or initials may cause rejection of the proposal.

Before submitting a proposal, each interested offeror must:

A. Thoroughly examine the solicitation documents. Solicitation documents include this RFI, any attachments, plans referred to herein, and any other relevant documentation.

B. Be familiar with local, State, and Federal laws, ordinances, rules and regulations that may in any manner affect cost, progress, or performance of the work.

Proposals shall be submitted to the HPHA in the prescribed format outlined in this RFI. A written response is required for each item, unless indicated otherwise.

No supplemental literature, brochures or other unsolicited information should be included in the proposal packet.

***TIP**: Interested offerors should submit their proposal with enough detail to ensure that the reader is able to fully understand their approach to management and maintenance. A good test is to give the proposal to someone who has not written the proposal and see if they are able to get a clear picture of how the services will be performed.*

II. Proposal Forms

A. The proposal forms must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. **Electronic mail and facsimile transmissions shall not be accepted. Proposals submitted on compact disk or in electronic format shall not be accepted.**

B. Interested offerors shall submit its proposal under the interested offeror's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name. Failure to do so may delay proper execution of the Contract.

C. Interested offeror's authorized signature shall be an original signature in ink. If the proposal is unsigned or the affixed signature is a facsimile or a photocopy, the proposal shall be automatically rejected

D. A proposal security deposit is not required for this RFI.

E. The numerical outline for the proposal, the titles/subtitles, and the interested offeror organization and RFI identification information on the top right hand corner of each page should be included.

F. Page numbering of the proposal should be consecutive, beginning with page one (1) and continuing through the complete proposal.

G. Proposals must be bound by either a prong fasteners or submitted in a three ring binder. Do **not** binder clips or rubber bands.

H. **Tabbing of sections is required.**

III. The Proposal comprises the following sections:

- *Title Page*
- *Table of Contents*
- *Background and Summary*
- *Experience and Capability*
- *Project Organization and Staffing*
- *Service Delivery*
- *Reporting*
- *Financial*

IV. Background and Summary

This section shall clearly and concisely summarize and highlight the contents of the proposal in such a way as to provide the HPHA with a broad understanding of the entire proposal. Include a brief description of the interested offeror's

organization, the goals and objectives related to the service activity, and how the proposed service is designed to meet the need identified in the service specifications.

V. **Experience and Capability** The HPHA is requiring that the interested offeror have at least one (1) year experience with similar projects or in the program areas for which the request is being made.

A. The interested offeror shall demonstrate that it has the necessary skills, abilities, and knowledge relating to the delivery of the proposed services. The interested offeror shall also provide a listing of verifiable experience with similar projects or contracts for the most recent three (3) years that are pertinent to the proposed services. The interested offeror shall include point of contact, addresses, e-mail/phone numbers. The STATE reserves the right to contact references to verify experience.

B. **Coordination of Service Services.** The interested offeror shall demonstrate the capability to coordinate services with other agencies and resources in the community. The interested offeror shall provide a list of other mainstream heath, social services and employment programs regarding the coordination of services for the participants of the HOPWA program. The STATE reserves the right to contact references to verify the coordination of services.

VI. **The Continuum of Care Process** The interested offeror shall demonstrate its participation in the County CoC in which the program will operate. The interested offeror's participation in the county where the program shall provide services shall be verified through the respective county CoC. The STATE reserves the right to contact the respective CoC regarding the interested offeror's participation.

VII. **Personnel: Project Organization and Staffing**

A. **Proposed Staffing.** The interested offeror shall describe the proposed staffing pattern, client/staff ratio and proposed caseload capacity appropriate for the viability of the services.

1. The interested offeror shall provide the minimum qualifications, including experience and credentials for the positions assigned to the program.

2. Describe the knowledge and experience of your proposed project director and/or staff, including the day-to-day operations of the program. Attach resumes and relevant professional background/experiences of each staff position. Services must be provided by persons with training and/or expertise appropriate to the

type of services offered. Staff must be capable of assessing the needs of the targeted population.

B. **Project Organization**

1. **Supervision and Training.** The interested offeror shall describe its ability to supervise, train and provide administrative direction relative to the delivery of the proposed services.

2. **Organization Chart.** The interested offeror shall reflect the position of each staff and line of responsibility/supervision. (Include position title, name and full time equivalency) Both the "Organization-wide" and "Program" organizational charts shall be attached to the Proposal Application.

VIII. Service Delivery

The interested offeror shall include a detailed discussion of the interested offeror's approach to applicable service activities to be provided by their program, including the timeline in which the services are to be rendered. The interested offeror shall clearly and concisely describe its ability to meet the service requirements from Section 2. IV. The interested offeror shall complete the attached work plan for all eligible service activities to be included in your program. For service activities listed on the Work Plan and not conducted in conjunction with the interested offerors' program, must be indicated with a "**Not Applicable**" **(N/A)**. See Section 5, Attachment 3 Work Plan

Describe how participants shall be determined eligible for the activities provided under the category of financial assistance. Provide the method utilized to document eligibility of the participant.

A. Describe how participants shall be determined eligible for services under the HOPWA program. Provide the method utilized to document eligibility of the participant.

B. Describe the standards, and/or guides used to determine the reasonableness of the assistance provided to the participant.

C. Describe the method by which the Individual Housing Plans are developed, monitored and how follow up is to be determined and provided.

D. Clearly describe outcome measures, and benchmarks relative to the proposed scope of services. The program objectives and outcome indicators should be appropriate and achievable with regard to the target client group, the stated problem and proposed service activities.

IX. Financial

A. Pricing Structure

1. Interested offeror shall submit a cost proposal utilizing the pricing structure designated by the state purchasing agency. The cost proposal shall be attached to the Proposal Application. All fees shall be included in the proposal price, including but not limited to, personnel, subcontractors, travel expenses, equipment, and supplies according to the allowable expenditures.

2. Cost Payments reflects a purchase arrangement in which the State pays the interested offeror for budget costs that are projected to be incurred in delivering the services specified in the Contract. Payments shall be paid only up to the maximum obligation as agreed upon contractually.

3. The Interested offeror shall complete the budget forms as listed below. All budget forms, instructions and samples are located on the SPO website (http://www.spo.hawaii.gov). The following budget form(s) shall be submitted with the Proposal Application (as applicable):
    a. SPO-H-205 Budget.
    b. SPO-H-206A Budget Justification – Personnel: Salaries & Wages.
    c. SPO-H-206B Budget Justification – Personnel: Payroll Taxes, Assessment & Fringe Benefits.
    d. SPO-H-206H Budget Justification – Program Activities.

B. Project Leveraging

1. Describe how leveraged resources will be used in the proposed project and attempts by your agency to secure additional/supplemental resources during the past fiscal year.

2. Describe any plans for future efforts to obtain additional resources to be used in the proposed project.

C. Other Financial Related Materials

In order to determine the adequacy of the interested offeror's accounting system as described under the administrative rules, the following documents are requested as part of the Proposal Application.

1. Latest single audit report.
2. Latest audit which meets the requirement of the Office of Management and Budget Circular A-133 (for previously awarded federal funds); and
3. Any response to the audit finding for the latest single audit.

X. Other

A. Litigation

The interested offeror shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgment. If applicable, please explain.

B. Federal Requirements

Certifications: Shall be submitted after award is determined prior to contract.

1. SF-LLL, Executed Disclosure of Lobbying Activities.
2. Interested offeror Code of Conduct. HUD must have the Code of Conduct for every agency submitting a proposal. By way of HUD Guidance, Code of conduct must meet the following minimum requirements:

    a. Must prohibit the solicitation and acceptance of gifts or gratuities by officers, employees, and agent of the organization for their personal benefit in excess of minimal value.
    b. Outline administrative and disciplinary actions available to remedy violations of such standards.
    c. Describe the method to be used to ensure that all officers, employees and agents of the organization are aware of the Code of Conduct.
    d. Must be written on company letterhead that provides a mailing address, authorized official name, and telephone number.

(END OF SECTION)

Section 4

Evaluation & Award

Section 4: Evaluation Criteria

I. Proposal Evaluation

An evaluation committee approved by the Executive Director or designee will evaluate all responsive and responsible proposals. The evaluation of such proposals will be based solely on the evaluation criteria set out in this RFI. The evaluation committee's primary responsibility shall be to review the technical aspects of the proposals submitted. The price proposal review will be conducted by the evaluation committee chairperson. The review criteria will be as follows:

Evaluation Categories

Mandatory Requirements

Proposal Application	Total Possible Points
Background and Summary Proposals will be reviewed for overall compliance with RFI requirements. • Up to 3 points will be awarded based on the interested offeror's ability to clearly and concisely summarize how the proposed service is designed to meet the need identified in the service specifications	3 points maximum
Experience and Capability Proposals will be reviewed for overall compliance with RFI requirements. Interested offerors must demonstrate at least one (1) years of experience providing supportive housing and services. • Up to 7 points will be awarded based on the extent to which the offeror clearly demonstrates their experience and knowledge, quality assurance plan, and ability to coordinate services with other agencies to provide the proposed services. • Up to 4 points will be awarded based on the extent to which the offeror clearly demonstrates having successfully performed the proposed services.	7 points maximum
Participation in the Continuum of Care Process The interested offerors attendance to their respective county's CoC Meeting. □ 100% attendance respective CoC meetings (15 Points) □ 75% to 99% attendance to respective CoC meetings. (10 Points) □ 74% or less attendance to the respective CoC meetings. (Minus up to 15 Points)	15 points maximum
Subcommittee and CoC Activities and Planning Participation Active participation shall be defined as participating and contributing to a committee of the respective CoC. Activities include without limitation activities conducted or supported by the	

CoC, including without limitation Homeless Awareness Week and Point In Time Count. ☐ Interested offeror chairs and/or coordinates a subcommittee and actively participated in their respective county CoC (15 Points) ☐ Interested offeror actively and regularly participates in a Subcommittee(s) and/or CoC activity. (10 Points) ☐ Interested offeror has limited to no participation in subcommittees and/or CoC activity. (Minus up to 15 Points)	15 point maximum
<u>Personnel: Projected Organization and Staffing</u> • Up to 4 points will be awarded based on the offeror's Proposed staffing pattern and minimum qualifications pattern related to the deliver of the proposed services.	4 points maximum
• Up to 4 points will be awarded based on the offeror's organizational chart, ability to supervise, train, and provide administrative direction to the delivery of the proposed services.	4 points maximum
<u>Scope of Services:</u> Proposals will be reviewed for overall compliance with RFI requirements. • Up to 40 points will be awarded on the offeror's ability to demonstrate a thorough understanding of the purpose, scope of the service activity and the delivery of services to proposal addressing the services listed in the RFI.	40 points maximum
• Up to 5 points will be awarded to the interested offeror ability to demonstrate effective and feasible outputs/outcomes as well as the number of unduplicated persons and families to be served, which can be achieved with the proposed cost structure, staff and resources.	5 points maximum
<u>Reporting Plan and Capability</u> Proposals will be reviewed for overall compliance with RFI requirements. • Up to 4 points will be awarded to the interested offeror for providing in sufficient detail how the outputs/outcomes and financial reports will be tracked and documented provided on a timely schedule.	4 points maximum
<u>Price Proposal</u> Proposals will be reviewed for overall compliance with RFI requirements. • Up to 3 points will be awarded to the proposal with costs reasonable and comparable to positions within the community. • Does the budget support the scope of service of this RFI.	3 points maximum
Total Possible Points	**100 Points**

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Successful Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without discussions. The objective of these discussions is to clarify issues regarding the Successful Offeror's proposal before the best and final offer, if necessary.

II. Mandatory Requirements

The HPHA will conduct an initial review to ensure that all proposals meet the minimum threshold requirements. Proposals will be reviewed to ensure submittal of all required attachments, certifications, forms, and narrative sections.

Statements which indicate that mandatory certifications will be submitted upon Contract award shall be unacceptable.

III. Technical Review

The Successful Offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified that affects the evaluation factors for award.

A. The technical proposal will be evaluated to determine, if the Successful Offeror possesses the capability to successfully perform the requirements of the solicitation. The technical criteria are shown below:

1. Experience and Capability.
2. Personnel and Staffing.

B. Proposals will be evaluated for technical and contractual acceptability. Proposals shall be prepared in accordance with the instructions given in the RFI and shall meet all requirements set forth in this RFI.

C. All proposals will be reviewed for reasonableness. Those offers that are not within the competitive range will be notified that their proposals are unacceptable, negotiations/discussions with them are not contemplated, and any revisions of their proposals will not be considered.

D. Award will be made to the responsive and responsible offeror whose proposal, conforming to the solicitation, will be most advantageous to the HPHA, considering price and other factors indicated below.

E. The HPHA reserves the right to award a Contract on the basis of the initial offers received without discussion. Offers are solicited on an "all or none" basis. Failure to submit offers for all services listed shall be cause for rejection. Proposals should be submitted initially on the most favorable

terms of a price and technical standpoint, which the interested offeror can submit to the HPHA.

F. All proposals submitted will be evaluated on the basis of the evaluation criteria listed herein. Proposals shall conform to all terms and conditions contained in the Request for Proposals. Proposals which do not conform to all requirements expressed in this solicitation may be rejected without further evaluation, deliberation or discussion.

(END OF SECTION)

Section 5

Attachments

Section 5: Attachments

This Section includes the following Attachments:

Attachment	Description
Attachment 1	RFI Application Title Page
Attachment 2	Application Checklist
Attachment 3	HOPWA Work Plan Forms
Attachment 4	24 CFR Part 576 Emergency Shelter Grants
Attachment 5	Sample Contract (includes General Conditions AG Form 103F (10/08)

Attachment 1

DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY

RFI PROPOSAL TITLE PAGE
RESPONSE TO RFI#: HPB-2010-___ RFI TITLE: __HOPWA____

Please Print or Type All Required Information Below

1. INTERESTED OFFEROR INFORMATION: LEGAL NAME: DBA: STREET ADDRESS: MAILING ADDRESS:	**2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:** NAME _____ Title _____ Phone #_____ Fax # _____ e-mail _____
3. TYPE OF BUSINESS ENTITY: ☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION ☐ LIMITED LIABILITY COMPANY ☐ SOLE PROPRIETORSHIP ☐ PARTNERSHIP	**4. FEDERAL TAX ID #:** _____ **5. STATE TAX ID #:** _____ **6. SSN (IF AN INDIVIDUAL):** _____
7. NAME OF INTERESTED OFFEROR'S PROGRAM:	**8. GEOGRAPHIC AREA(S) INTERESTED OFFEROR IS ABLE TO SERVE:**
9. FUNDING REQUEST: TOTAL:	**10.** ☐ **Yes, I am registered with the Hawaii Compliance Express** ☐ **No, I am not registered with the Hawaii Compliance Express and will submit the tax clearance, DCCA and DLIR certificates prior to execution of a contract.**

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

_____ _____ _____
AUTHORIZED SIGNATURE NAME & TITLE DATE SIGNED

RFI PROPOSAL CHECKLIST

Interested offeror: _____

This checklist must be signed, dated and returned to the local drop-off designated site as part of the application. SPO-H forms are on the SPO website http://hawaii.gov/spo

Item	Format	Required of the Interested Offeror	Completed/ Submitted by Interested Offeror
General:			
RFI Application Title Page	Attachment A	**X**	
Application Checklist	Attachment B	**X**	
SPO-H-205 Budget Form	SPO Website *	**X**	
SPO-H-206H Justification-Program Activities	SPO Website *	**X**	
SPO-H-206A Justification-Personnel-salaries & wages	SPO Website *	**X**	
SPO-H-206B Justification-Personnel: Payroll taxes, assessments, and fringe	SPO Website *	**X**	
Program Specific Requirements:			
Work Plan Forms	Attachment C	**X**	

_____
Authorized Signature

_____
Name and Title

HOPWA Work Plan Forms

Name of Provider:
dab:
Location:

Name of Program:
Location:

Type of Shelter:
Type of Service:

Summary of Participants Assisted
Please provide the best estimate for the proposed number of persons to be served by category. Project sponsors will be required to provide program activity reports on the number of persons assisted under each proposed category.

1. **Project- or Tenant-based Rental Assistance**
   Enter the estimated number of persons who will be provided with rental assistance during the program year. This number may include persons who also receive supportive services under the HOPWA Program.

OUTCOME OBJECTIVE	**2009 -2010 Actual**	**2010-2011 Proposed**
a. Estimated number of individuals or single persons with HIV/AIDS projected to receive rental assistance		
b. Estimated number of persons in families with HIV/AIDS projected to receive rental assistance		

2. **Housing Information Services**
   Enter the estimated number of households who will be provided short term rent, mortgage and utilities assistance funded by HOPWA, paid on the participant's behalf as an intervention to help a household maintain their current housing to prevent homelessness.

OUTCOME OBJECTIVE	**2009 -2010 Actual**	**2010-2011 Proposed**
Estimated number of households who will receive short term housing assistance.		

3. **Permanent Housing Placement**
Enter the estimated number of households who will be provided with permanent housing placement services, which may be used to help eligible persons establish a new residence where ongoing occupancy is expected to continue.

OUTCOME OBJECTIVE	2009 -2010 Actual	2010-2011 Proposed
Estimated number of households who will receive permanent housing placement services.		

4. **Supportive Services Only**
Enter the estimated number of persons who will be provided with supportive services during the program year.

OUTCOME OBJECTIVE Supportive Services with Housing Assistance	2009 -2010 Actual	2010-2011 Proposed
a. Number of persons (adults and children) with HIV/AIDS		
b. Number of other persons in family units who do not have HIV/AIDS		
c. Total number of persons who received supportive services (a. plus b.)		

5. **Supportive Services with Housing Assistance**
Enter the estimated number of persons who will be provided with supportive services and HOPWA housing assistance during the program year.

OUTCOME OBJECTIVE Supportive Services with Housing Assistance	2009 -2010 Actual	2010-2011 Proposed
d. Number of persons (adults and children) with HIV/AIDS		
e. Number of other persons in family units who do not have HIV/AIDS		
f. Total number of persons who received supportive services (a. plus b.)		

Terms and Definitions

Operating Year. The information contained in this Work Plan should reflect the interested offeror's operating year July 1, 2010 to June 30, 2011.

Adjustment for Duplication: Enables the calculation of an unduplicated output totals by accounting for the total number of households or units that received more than one type of assistance in a given service category.

Beneficiary: Any individual who received HOPWA housing assistance during the operating year and includes all members of the household receiving assistance.

HOPWA Eligible Person: A low-income person with HIV/AIDS who qualifies the household for HOPWA assistance. This person may be considered "Head of Household." When the Work Plan asks for information on eligible individuals, report on this person only. Where there is more than one person with HIV/AIDS in the household, the additional PWA(s), would be considered a beneficiary(s).

Chronically Homeless Person: An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more **OR** has had at least four episodes of homelessness in the past three (3) years." For this purpose, the term "homeless" means "a person sleeping in a place not meant for human habitation such as living on the streets or in an emergency homeless shelter." This does not include doubled-up or overcrowding situations.

Disabling Condition: A diagnosable substance use disorder, serious mental illness, developmental disability, or chronic physical illness or disability, including the co-occurrence of two or more of these conditions. In addition, a disabling condition may limit an individual's ability to work or perform one or more activities of daily living. An HIV/AIDS diagnosis is considered a disabling condition.

Household: A single individual or a family composed of two or more persons for which household incomes are used to determine eligibility and for calculation of the resident rent payment. Caregivers and non-beneficiaries who resided in the shared unit are not reported on in the Annual Progress Report. The term is used for collecting data on changes in income, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability.

Attachment 4

Title 24--Housing and Urban Development

CHAPTER V--OFFICE OF ASSISTANT SECRETARY FOR COMMUNITY PLANNING AND DEVELOPMENT, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 574--HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS

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AUTHORITY: 42 U.S.C. 3535(d) and 12901–12912.

SOURCE: 57 FR 61740, Dec. 28, 1992, unless otherwise noted.

Subpart A—General

§574.3 Definitions.

The terms *Grantee* and *Secretary* are defined in 24 CFR part 5.

Acquired immunodeficiency syndrome (AIDS) or related diseases means the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the human immunodeficiency virus (HIV).

Administrative costs mean costs for general management, oversight, coordination, evaluation, and reporting on eligible activities. Such costs do not include costs directly related to carrying out eligible activities, since those costs are eligible as part of the activity delivery costs of such activities.

Applicant means a State or city applying for a formula allocation as described under §574.100 or a State, unit of general local government, or a nonprofit organization applying for a competitive grant as described under §574.210.

City has the meaning given it in section 102(a) of the Housing and Community Development Act of 1974 (42 U.S.C. 5302).

Eligible Metropolitan Statistical Area (EMSA) means a metropolitan statistical area that has a population of more than 500,000 and has more than 1,500 cumulative cases of AIDS.

Eligible person means a person with acquired immunodeficiency syndrome or related diseases who is a low-income individual, as defined in this section, and the person's family. A person with AIDS or related diseases or a family member regardless of income is eligible to receive housing information services, as described in §574.300(b)(1). Any person living in proximity to a community residence is eligible to participate

in that residence's community outreach and educational activities regarding AIDS or related diseases, as provided in § 574.300(b)(9).

Eligible State means a State that has:

(1) More than 1,500 cumulative cases of AIDS in those areas of the State outside of eligible metropolitan statistical areas that are eligible to be funded through a qualifying city; and

(2) A consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. (A State may carry out activities anywhere in the State, including within an EMSA.)

Family means a household composed of two or more related persons. The term family also includes one or more eligible persons living with another person or persons who are determined to be important to their care or well being, and the surviving member or members of any family described in this definition who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death.

Low-income individual has the meaning given it in section 853(3) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Metropolitan statistical area has the meaning given it in section 853(5) of the AIDS Housing Opportunity Act (42.U.S.C. 12902).

Nonprofit organization means any nonprofit organization (including a State or locally chartered, nonprofit organization) that:

(1) Is organized under State or local laws;

(2) Has no part of its net earnings inuring to the benefit of any member, founder, contributor, or individual;

(3) Has a functioning accounting system that is operated in accordance with generally accepted accounting principles, or has designated an entity that will maintain such an accounting system; and

(4) Has among its purposes significant activities related to providing services or housing to persons with acquired immunodeficiency syndrome or related diseases.

Non-substantial rehabilitation means rehabilitation that involves costs that are less than or equal to 75 percent of the value of the building after rehabilitation.

Population means total resident population based on data compiled by the U.S. Census and referable to the same point in time.

Project sponsor means any nonprofit organization or governmental housing agency that receives funds under a contract with the grantee to carry out eligible activities under this part. The selection of project sponsors is not subject to the procurement requirements of 24 CFR 85.36.

Qualifying city means a city that is the most populous unit of general local government in an eligible metropolitan statistical area (EMSA) and that has a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part.

Rehabilitation means the improvement or repair of an existing structure, or an addition to an existing structure that does not increase the floor area by more than 100 percent.

State has the meaning given it in section 853(9) of the AIDS Housing Opportunity Act (42 U.S.C. 12902).

Substantial rehabilitation means rehabilitation that involves costs in excess of 75 percent of the value of the building after rehabilitation.

Unit of general local government means any city, town, township, parish, county, village, or other general purpose political subdivision of a State; Guam, the Northern Mariana Islands, the Virgin Islands, American Samoa, the Federated States of Micronesia and Palau, the Marshall Islands, or a general purpose political subdivision thereof; and any agency or instrumentality thereof that is established pursuant to legislation and designated by the chief executive to act on behalf of the jurisdiction with regard to provisions of the National Affordable Housing Act.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995; 61 FR 5209, Feb. 9, 1996; 61 FR 7963, Feb. 29, 1996]

Subpart B—Formula Entitlements

§574.100 Eligible applicants.

(a) Eligible States and qualifying cities, as defined in §574.3, qualify for formula allocations under HOPWA.

(b) HUD will notify eligible States and qualifying cities of their formula eligibility and allocation amounts and EMSA service areas annually.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17199, Apr. 11, 1994; 60 FR 1917, Jan. 5, 1995]

§574.110 Overview of formula allocations.

The formula grants are awarded upon submission and approval of a consolidated plan, pursuant to 24 CFR part 91, that covers the assistance to be provided under this part. Certain states and cities that are the most populous unit of general local government in eligible metropolitan statistical areas will receive formula allocations based on their State or metropolitan population and proportionate number of cases of persons with AIDS. They will receive funds under this part (providing they comply with 24 CFR part 91) for eligible activities that address the housing needs of persons with AIDS or related diseases and their families (see §574.130(b)).

[61 FR 7963, Feb. 29, 1996]

§574.120 Responsibility of applicant to serve EMSA.

The EMSA's applicant shall serve eligible persons who live anywhere within the EMSA, except that housing assistance shall be provided only in localities within the EMSA that have a consolidated plan prepared, submitted, and approved in accordance with 24 CFR part 91 that covers the assistance to be provided under this part. In allocating grant amounts among eligible activities, the EMSA's applicant shall address needs of eligible persons who reside within the metropolitan statistical area, including those not within the jurisdiction of the applicant.

[60 FR 1917, Jan. 5, 1995]

§574.130 Formula allocations.

(a) *Data sources.* HUD will allocate funds based on the number of cases of acquired immunodeficiency syndrome reported to and confirmed by the Director of the Centers for Disease Control, and on population data provided by the U.S. Census. The number of cases of acquired immunodeficiency syndrome used for this purpose shall be the number reported as of March 31 of the fiscal year immediately preceding the fiscal year for which the amounts are appropriated and allocated.

(b) *Distribution of appropriated funds for entitlement awards.* (1) Seventy-five percent of the funds allocated under the formula is distributed to qualifying cities and eligible States, as described in §574.100, based on each metropolitan statistical area's or State's proportionate share of the cumulative number of AIDS cases in all eligible metropolitan statistical areas and eligible States.

(2) The remaining twenty-five percent is allocated among qualifying cities, but not States, where the per capita incidence of AIDS for the year, April 1 through March 31, preceding the fiscal year of the appropriation is higher than the average for all metropolitan statistical areas with more than 500,000 population. Each qualifying city's allocation reflects its EMSA's proportionate share of the high incidence factor among EMSA's with higher than average per capita incidence of AIDS. The high incidence factor is computed by multiplying the population of the metropolitan statistical area by the difference between its twelve-month-per-capita-incidence rate and the average rate for all metropolitan statistical areas with more than 500,000 population. The EMSA's proportionate share is determined by dividing its high incidence factor by the sum of the high incidence factors for all EMSA's with higher than average per capita incidence of AIDS.

(c) *Minimum grant.* No grant awarded under paragraph (b) of this section shall be less than $200,000. Therefore, if the calculations under paragraph (b) of this section would result in any eligible metropolitan statistical area or eligible State receiving less than $200,000, the amount allocated to that entity is increased to $200,000 and allocations to

entities in excess of $200,000 are proportionately reduced by the amount of the increase.

§ 574.190 Reallocation of grant amounts.

If an eligible State or qualifying city does not submit a consolidated plan in a timely fashion, in accordance with 24 CFR part 91, that provides for use of its allocation of funding under this part, the funds allocated to that jurisdiction will be added to the funds available for formula allocations to other jurisdictions in the current fiscal year. Any formula funds that become available as a result of deobligations or the imposition of sanctions as provided for in § 574.540 will be added to the funds available for formula allocations in the next fiscal year.

[57 FR 61740, Dec. 28, 1992, as amended at 60 FR 1918, Jan. 5, 1995]

Subpart C—Competitive Grants

§ 574.200 Amounts available for competitive grants.

(a) The Department will set aside 10 percent of the amounts appropriated under this program to fund on a competitive basis:

(1) Special projects of national significance; and

(2) Other projects submitted by States and localities that do not qualify for formula grants.

(b) Any competitively awarded funds that become available as a result of deobligations or the imposition of sanctions, as provided in § 574.540, will be added to the funds available for competitive grants in the next fiscal year.

(c) The competitive grants are awarded based on applications, as described in subpart C of this part, submitted in response to a Notice of Funding Availability published in the FEDERAL REGISTER. All States and units of general local government and nonprofit organizations are eligible to apply for competitive grants to fund projects of national significance. Only those States and units of general local government that do not qualify for formula allocations are eligible to apply for competitive grants to fund other projects.

(d) If HUD makes a procedural error in a funding competition that, when corrected, would warrant funding of an otherwise eligible application, HUD will select that application for potential funding when sufficient funds become available.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

§ 574.210 Eligible applicants.

(a) All States, units of general local government, and nonprofit organizations, may apply for grants for projects of national significance.

(b) Only those States and units of general local government that do not qualify for formula grants, as described in § 574.100; may apply for grants for other projects as described in § 574.200(a)(2).

(c) Except for grants for projects of national significance, nonprofit organizations are not eligible to apply directly to HUD for a grant but may receive funding as a project sponsor under contract with a grantee.

§ 574.240 Application requirements.

Applications must comply with the provisions of the Department's Notice of Funding Availability (NOFA) for the fiscal year published in the FEDERAL REGISTER in accordance with 24 CFR part 12. The rating criteria, including the point value for each, are described in the NOFA, including criteria determined by the Secretary.

[61 FR 7963, Feb. 29, 1996]

§ 574.260 Amendments.

(a) After an application has been selected for funding, any change that will significantly alter the scope, location, service area, or objectives of an activity or the number of eligible persons served must be justified to HUD and approved by HUD. Whenever any other amendment to the application is made, the grantee must provide a copy to HUD.

(b) Each amendment request must contain a description of the revised proposed use of funds. Funds may not be expended for the revised proposed use of funds until:

(1) HUD accepts the revised proposed use; and

(2) For amendments to acquire, rehabilitate, convert, lease, repair or construct properties to provide housing, an environmental review of the revised proposed use of funds has been completed in accordance with §574.510.

(Approved by the Office of Management and Budget under control number 2506-0133)

Subpart D—Uses of Grant Funds

§574.300 Eligible activities.

(a) *General.* Subject to applicable requirements described in §§574.310, 574.320, 574.330, and 574.340, HOPWA funds may be used to assist all forms of housing designed to prevent homelessness including emergency housing, shared housing arrangements, apartments, single room occupancy (SRO) dwellings, and community residences. Appropriate supportive services, as required by §574.310(a), must be provided as part of any HOPWA assisted housing, but HOPWA funds may also be used to provide services independently of any housing activity.

(b) *Activities.* The following activities may be carried out with HOPWA funds:

(1) Housing information services including, but not limited to, counseling, information, and referral services to assist an eligible person to locate, acquire, finance and maintain housing. This may also include fair housing counseling for eligible persons who may encounter discrimination on the basis of race, color, religion, sex, age, national origin, familial status, or handicap;

(2) Resource identification to establish, coordinate and develop housing assistance resources for eligible persons (including conducting preliminary research and making expenditures necessary to determine the feasibility of specific housing-related initiatives);

(3) Acquisition, rehabilitation, conversion, lease, and repair of facilities to provide housing and services;

(4) New construction (for single room occupancy (SRO) dwellings and community residences only).

(5) Project- or tenant-based rental assistance, including assistance for shared housing arrangements;

(6) Short-term rent, mortgage, and utility payments to prevent the homelessness of the tenant or mortgagor of a dwelling;

(7) Supportive services including, but not limited to, health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services, except that health services may only be provided to individuals with acquired immunodeficiency syndrome or related diseases and not to family members of these individuals;

(8) Operating costs for housing including maintenance, security, operation, insurance, utilities, furnishings, equipment, supplies, and other incidental costs;

(9) Technical assistance in establishing and operating a community residence, including planning and other pre-development or pre-construction expenses and including, but not limited to, costs relating to community outreach and educational activities regarding AIDS or related diseases for persons residing in proximity to the community residence;

(10) Administrative expenses:

(i) Each grantee may use not more than 3 percent of the grant amount for its own administrative costs relating to administering grant amounts and allocating such amounts to project sponsors; and

(ii) Each project sponsor receiving amounts from grants made under this program may use not more than 7 percent of the amounts received for administrative costs.

(11) For competitive grants only, any other activity proposed by the applicant and approved by HUD.

(c) *Faith-based activities.* (1) Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the HOPWA program. Neither the Federal government nor a State or local government receiving funds under HOPWA programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

(2) Organizations that are directly funded under the HOPWA program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

(3) An organization that participates in the HOPWA program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct HOPWA funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide HOPWA-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a HOPWA-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

(4) An organization that participates in the HOPWA program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

(5) HOPWA funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. HOPWA funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, HOPWA funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to HOPWA funds in this part. Sanctuaries, chapels, or other rooms that a HOPWA-funded religious congregation uses as its principal place of worship, however, are ineligible for HOPWA-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (*see* 24 CFR parts 84 and 85).

(6) If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 68 FR 56405, Sept. 30, 2003]

§ 574.310 General standards for eligible housing activities.

All grantees using grant funds to provide housing must adhere to the following standards:

(a)(1) *General.* The grantee shall ensure that qualified service providers in the area make available appropriate supportive services to the individuals assisted with housing under this subpart. Supportive services are described in § 574.300(b)(7). For any individual with acquired immunodeficiency syndrome or a related disease who requires more intensive care than can be provided in housing assisted under this subpart, the grantee shall provide for locating a care provider who can appropriately care for the individual and for referring the individual to the care provider.

(2) *Payments.* The grantee shall ensure that grant funds will not be used to make payments for health services for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

(i) Under any State compensation program, under an insurance policy, or

under any Federal or State health benefits program; or

(ii) By an entity that provides health services on a prepaid basis.

(b) *Housing quality standards.* All housing assisted under §574.300(b) (3), (4), (5), and (8) must meet the applicable housing quality standards outlined below.

(1) *State and local requirements.* Each recipient of assistance under this part must provide safe and sanitary housing that is in compliance with all applicable State and local housing codes, licensing requirements, and any other requirements in the jurisdiction in which the housing is located regarding the condition of the structure and the operation of the housing.

(2) *Habitability standards.* Except for such variations as are proposed by the locality and approved by HUD, recipients must meet the following requirements:

(i) *Structure and materials.* The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.

(ii) *Access.* The housing must be accessible and capable of being utilized without unauthorized use of other private properties. Structures must provide alternate means of egress in case of fire.

(iii) *Space and security.* Each resident must be afforded adequate space and security for themselves and their belongings. An acceptable place to sleep must be provided for each resident.

(iv) *Interior air quality.* Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.

(v) *Water supply.* The water supply must be free from contamination at levels that threaten the health of individuals.

(vi) *Thermal environment.* The housing must have adequate heating and/or cooling facilities in proper operating condition.

(vii) *Illumination and electricity.* The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliance while assuring safety from fire.

(viii) *Food preparation and refuse disposal.* All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.

(ix) *Sanitary condition.* The housing and any equipment must be maintained in sanitary condition.

(c) *Minimum use period for structures.* (1) Any building or structure assisted with amounts under this part must be maintained as a facility to provide housing or assistance for individuals with acquired immunodeficiency syndrome or related diseases:

(i) For a period of not less than 10 years, in the case of assistance provided under an activity eligible under §574.300(b) (3) and (4) involving new construction, substantial rehabilitation or acquisition of a building or structure; or

(ii) For a period of not less than 3 years in the cases involving non-substantial rehabilitation or repair of a building or structure.

(2) Waiver of minimum use period. HUD may waive the minimum use period of a building or structure as stipulated in paragraph (c)(1) of this section if the grantee can demonstrate, to the satisfaction of HUD, that:

(i) The assisted structure is no longer needed to provide supported housing or assistance, or the continued operation of the structure for such purposes is no longer feasible; and

(ii) The structure will be used to benefit individuals or families whose incomes do not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, if the Secretary finds that such variations are necessary because of construction costs or unusually high or low family incomes.

(d) *Resident rent payment.* Except for persons in short-term supported housing, each person receiving rental assistance under this program or residing in any rental housing assisted under this program must pay as rent, including utilities, an amount which is the higher of:

(1) 30 percent of the family's monthly adjusted income (adjustment factors include the age of the individual, medical expenses, size of family and child care expenses and are described in detail in 24 CFR 5.609). The calculation of the family's monthly adjusted income must include the expense deductions provided in 24 CFR 5.611(a), and for eligible persons, the calculation of monthly adjusted income also must include the disallowance of earned income as provided in 24 CFR 5.617, if applicable;

(2) 10 percent of the family's monthly gross income; or

(3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payment that is designated for housing costs.

(e) *Termination of assistance*—(1) *Surviving family members.* With respect to the surviving member or members of a family who were living in a unit assisted under the HOPWA program with the person with AIDS at the time of his or her death, housing assistance and supportive services under the HOPWA program shall continue for a grace period following the death of the person with AIDS. The grantee or project sponsor shall establish a reasonable grace period for continued participation by a surviving family member, but that period may not exceed one year from the death of the family member with AIDS. The grantee or project sponsor shall notify the family of the duration of their grace period and may assist the family with information on other available housing programs and with moving expenses.

(2) *Violation of requirements*—(i) *Basis.* Assistance to participants who reside in housing programs assisted under this part may be terminated if the participant violates program requirements or conditions of occupancy. Grantees must ensure that supportive services are provided, so that a participant's assistance is terminated only in the most severe cases.

(ii) *Procedure.* In terminating assistance to any program participant for violation of requirements, grantees must provide a formal process that recognizes the rights of individuals receiving assistance to due process of law. This process at minimum, must consist of:

(A) Serving the participant with a written notice containing a clear statement of the reasons for termination;

(B) Permitting the participant to have a review of the decision, in which the participant is given the opportunity to confront opposing witnesses, present written objections, and be represented by their own counsel, before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and

(C) Providing prompt written notification of the final decision to the participant.

(Paragraph (c) approved by the Office of Management and Budget under control number 2506–0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994; 61 FR 7963, Feb. 29, 1996; 66 FR 6225, Jan. 19, 2001]

§ 574.320 Additional standards for rental assistance.

(a) If grant funds are used to provide rental assistance, the following additional standards apply:

(1) *Maximum subsidy.* The amount of grant funds used to pay monthly assistance for an eligible person may not exceed the difference between:

(i) The lower of the rent standard or reasonable rent for the unit; and

(ii) The resident's rent payment calculated under § 574.310(d).

(2) *Rent standard.* The rent standard shall be established by the grantee and shall be no more than the published section 8 fair market rent (FMR) or the HUD-approved community-wide exception rent for the unit size. However, on a unit by unit basis, the grantee may increase that amount by up to 10 percent for up to 20 percent of the units assisted.

(3) *Rent reasonableness.* The rent charged for a unit must be reasonable in relation to rents currently being charged for comparable units in the private unassisted market and must not be in excess of rents currently being charged by the owner for comparable unassisted units.

(b) With respect to shared housing arrangements, the rent charged for an assisted family or individual shall be in relation to the size of the private space for that assisted family or individual in comparison to other private space in the shared unit, excluding common space. An assisted family or individual may be assigned a pro rata portion based on the ratio derived by dividing the number of bedrooms in their private space by the number of bedrooms in the unit. Participation in shared housing arrangements shall be voluntary.

[57 FR 61740, Dec. 28, 1992, as amended at 61 FR 7963, Feb. 29, 1996]

§ 574.330 Additional standards for short-term supported housing.

Short-term supported housing includes facilities to provide temporary shelter to eligible individuals as well as rent, mortgage, and utilities payments to enable eligible individuals to remain in their own dwellings. If grant funds are used to provide such short-term supported housing assistance, the following additional standards apply:

(a) *Time limits.* (1) A short-term supported housing facility may not provide residence to any individual for more than 60 days during any six month period. Rent, mortgage, and utilities payments to prevent the homelessness of the tenant or mortgagor of a dwelling may not be provided to such an individual for these costs accruing over a period of more than 21 weeks in any 52 week period. These limitations do not apply to rental assistance provided under § 574.300(b)(5).

(2) *Waiver of time limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (a)(1) and will favorably consider a waiver based on the good faith effort of a project sponsor to provide permanent housing under subsection (c).

(b) *Residency limitations*—(1) *Residency.* A short-term supported facility may not provide shelter or housing at any single time for more than 50 families or individuals;

(2) *Waiver of residency limitations.* HUD may waive, as it determines appropriate, the limitations of paragraph (b)(1) of this section.

(c) *Placement.* A short-term supported housing facility assisted under this part must, to the maximum extent practicable, provide each individual living in such housing the opportunity for placement in permanent housing or in a living environment appropriate to his or her health and social needs.

(d) *Assistance to continue independent living.* In addition to the supportive services provided when an individual is relocated to a short-term supported housing facility, supportive services may be provided to individuals when they remain in their residence because the residence is appropriate to the needs of the individual. In the latter case, a rent, mortgage and utilities payments program assisted under this part shall provide, when reasonable, supportive services specifically designed to maintain the individual in such residence.

(e) *Case management services.* A program assisted under this section shall provide each assisted individual with an opportunity, if eligible, to receive case management services from the appropriate social service agencies.

(Paragraph (b) approved by the Office of Management and Budget under control number 2506-0133)

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

§ 574.340 Additional standards for community residences.

(a) A community residence is a multiunit residence designed for eligible persons to provide a lower cost residential alternative to institutional care; to prevent or delay the need for such care; to provide a permanent or transitional residential setting with appropriate services to enhance the quality of life for those who are unable to live independently; and to enable such persons to participate as fully as possible in community life.

(b) If grant funds are used to provide a community residence, except for planning and other expenses preliminary to construction or other physical improvement for a community residence, the grantee must, prior to the expenditure of such funds, obtain and keep on file the following certifications:

(1) *A services agreement.* (i) A certification that the grantee will itself provide services as required by § 574.310(a) to eligible persons assisted by the community residence; or

(ii) A certification that the grantee has entered into a written agreement with a project sponsor or contracted service provider to provide services as required by § 574.310(a) to eligible persons assisted by the community residence;

(2) *The adequacy of funding.* (i) A certification that the grantee has acquired sufficient funding for these services; or

(ii) A certification that the grantee has on file an analysis of the service level needed for each community residence, a statement of which grantee agency, project sponsor, or service provider will provide the needed services, and a statement of how the services will be funded; and

(3) *Capability.* (i) A certification that the grantee is qualified to provide the services; or

(ii) A certification that the project sponsor or the service provider is qualified to provide the services.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 17200, Apr. 11, 1994]

Subpart E—Special Responsibilities of Grantees and Project Sponsors

§ 574.400 Prohibition of substitution of funds.

Amounts received from grants under this part may not be used to replace other amounts made available or designated by State or local governments through appropriations for use for the purposes of this part.

§ 574.410 Capacity.

The grantee shall ensure that any project sponsor with which the grantee contracts to carry out an activity under this part has the capacity and capability to effectively administer the activity.

§ 574.420 Cooperation.

(a) The grantee shall agree, and shall ensure that each project sponsor agrees, to cooperate and coordinate in providing assistance under this part with the agencies of the relevant State and local governments responsible for services in the area served by the grantee for eligible persons and other public and private organizations and agencies providing services for such eligible persons.

(b) A grantee that is a State shall obtain the approval of the unit of general local government in which a project is to be located before entering into a contract with a project sponsor to carry out an activity authorized under this part.

(c) A grantee that is a city receiving a formula allocation for an EMSA shall coordinate with other units of general local government located within the metropolitan statistical area to address needs within that area.

§ 574.430 Fee prohibitions.

The grantee shall agree, and shall ensure that each project sponsor agrees, that no fee, except rent, will be charged of any eligible person for any housing or services provided with amounts from a grant under this part.

§ 574.440 Confidentiality.

The grantee shall agree, and shall ensure that each project sponsor agrees, to ensure the confidentiality of the name of any individual assisted under this part and any other information regarding individuals receiving assistance.

§ 574.450 Financial records.

The grantee shall agree, and shall ensure that each project sponsor agrees, to maintain and make available to HUD for inspection financial records sufficient, in HUD's determination, to ensure proper accounting and disbursing of amounts received from a grant under this part.

Subpart F—Grant Administration

§ 574.500 Responsibility for grant administration.

(a) *General.* Grantees are responsible for ensuring that grants are administered in accordance with the requirements of this part and other applicable laws. Grantees are responsible for ensuring that their respective project

sponsors carry out activities in compliance with all applicable requirements.

(b) *Grant agreement.* The grant agreement will provide that the grantee agrees, and will ensure that each project sponsor agrees, to:

(1) Operate the program in accordance with the provisions of these regulations and other applicable HUD regulations;

(2) Conduct an ongoing assessment of the housing assistance and supportive services required by the participants in the program;

(3) Assure the adequate provision of supportive services to the participants in the program; and

(4) Comply with such other terms and conditions, including recordkeeping and reports (which must include racial and ethnic data on participants) for program monitoring and evaluation purposes, as HUD may establish for purposes of carrying out the program in an effective and efficient manner.

(c) *Enforcement.* HUD will enforce the obligations in the grant agreement in accordance with the provisions of 24 CFR 85.43. A grantee will be provided an opportunity for informal consultation before HUD will exercise any remedies authorized in paragraph (a) of that section.

§ 574.510 Environmental procedures and standards.

(a) Activities under this part are subject to HUD environmental regulations in part 58 of this title, except that HUD will perform an environmental review in accordance with part 50 of this title for any competitive grant for Fiscal Year 2000.

(b) The recipient, its project partners and their contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project under this part, or commit or expend HUD or local funds for such eligible activities under this part, until the responsible entity (as defined in § 58.2 of this title) has completed the environmental review procedures required by part 58 and the environmental certification and RROF have been approved (or HUD has performed an environmental review and the recipient has received HUD approval of the property). HUD will not release grant funds if the recipient or any other party commits grant funds (*i.e.,* incurs any costs or expenditures to be paid or reimbursed with such funds) before the recipient submits and HUD approves its RROF (where such submission is required).

(c) For activities under a grant to a nonprofit entity that would generally be subject to review under part 58, HUD may make a finding in accordance with § 58.11(d) and may itself perform the environmental review under the provisions of part 50 of this title if the recipient nonprofit entity objects in writing to the responsible entity's performing the review under part 58. Irrespective of whether the responsible entity in accord with part 58 (or HUD in accord with part 50) performs the environmental review, the recipient shall supply all available, relevant information necessary for the responsible entity (or HUD, if applicable) to perform for each property any environmental review required by this part. The recipient also shall carry out mitigating measures required by the responsible entity (or HUD, if applicable) or select alternate eligible property.

[68 FR 56130, Sept. 29, 2003]

§ 574.520 Performance reports.

(a) *Formula grants.* For a formula grant recipient, the performance reporting requirements are specified in 24 CFR part 91.

(b) *Competitive grants.* A grantee shall submit to HUD annually a report describing the use of the amounts received, including the number of individuals assisted, the types of assistance provided, and any other information that HUD may require. Annual reports are required until all grant funds are expended.

[60 FR 1918, Jan. 5, 1995]

§ 574.530 Recordkeeping.

Each grantee must ensure that records are maintained for a four-year period to document compliance with the provisions of this part. Grantees must maintain current and accurate data on the race and ethnicity of program participants.

[57 FR 61740, Dec. 28, 1992, as amended at 60 FR 1918, Jan. 5, 1995]

§ 574.540 Deobligation of funds.

HUD may deobligate all or a portion of the amounts approved for eligible activities if such amounts are not expended in a timely manner, or the proposed activity for which funding was approved is not provided in accordance with the approved application or action plan and the requirements of this regulation. HUD may deobligate any amount of grant funds that have not been expended within a three-year period from the date of the signing of the grant agreement. The grant agreement may set forth other circumstances under which funds may be deobligated or sanctions imposed.

[61 FR 7963, Feb. 29, 1996]

Subpart G—Other Federal Requirements

§ 574.600 Cross-reference.

The Federal requirements set forth in 24 CFR part 5 apply to this program as specified in this subpart.

[61 FR 5209, Feb. 9, 1996]

§ 574.603 Nondiscrimination and equal opportunity.

Within the population eligible for this program, the nondiscrimination and equal opportunity requirements set forth in 24 CFR part 5 and the following requirements apply:

(a) *Fair housing requirements.* (1) Grantees and project sponsors shall comply with the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101–12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations and requirements for certain types of short-term housing assistance).

(2) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) does not apply to this program.

(b) *Affirmative outreach.* A grantee or project sponsor must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or handicap, know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.

[57 FR 61740, Dec. 28, 1992, as amended at 59 FR 33894, June 30, 1994. Redesignated and amended at 61 FR 5209, Feb. 9, 1996; 61 FR 7964, Feb. 29, 1996]

§ 574.605 Applicability of OMB circulars.

The policies, guidelines, and requirements of 24 CFR part 85 (codified pursuant to OMB Circular No. A–102) and OMB Circular No. A–87 apply with respect to the acceptance and use of funds under the program by States and units of general local government, including public agencies, and Circulars Nos. A–110 and A–122 apply with respect to the acceptance and use of funds under the program by private non-profit entities. (Copies of OMB Circulars may be obtained from E.O.P. Publications, room 2200, New Executive Office Building, Washington, DC 20503, telephone (202) 395–7332. (This is not a toll-free number.) There is a limit of two free copies.

§ 574.625 Conflict of interest.

(a) In addition to the conflict of interest requirements in OMB Circular A–102 and 24 CFR 85.36(b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee or project sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

(b) *Exceptions: Threshold requirements.* Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (a) of this

section when it determines that the exception will serve to further the purposes of the HOPWA program and the effective and efficient administration of the recipient's program or project. An exception may be considered only after the recipient has provided the following:

(1) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

(2) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(c) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (b) of this section, HUD will consider the cumulative effect of the following factors, where applicable:

(1) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;

(2) Whether the person affected is a member of a group or class of eligible persons and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(3) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decisionmaking process with respect to the specific assisted activity in question;

(4) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (a) of this section;

(5) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(6) Any other relevant considerations.

§574.630 Displacement, relocation and real property acquisition.

(a) *Minimizing displacement.* Consistent with the other goals and objectives of this part, grantees and project sponsors must assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of a project assisted under this part.

(b) *Relocation assistance for displaced persons.* A displaced person (defined in paragraph (f) of this section) must be provided relocation assistance at the levels described in, and in accordance with the requirements of, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. 4601–4655) and implementing regulations at 49 CFR part 24.

(c) *Real property acquisition requirements.* The acquisition of real property for a project is subject to the URA and the requirements described in 49 CFR part 24, subpart B.

(d) *Appeals.* A person who disagrees with the grantee's or project sponsor's determination concerning whether the person qualifies as a "displaced person," or the amount of relocation assistance for which the person is eligible, may file a written appeal of that determination with the grantee. A low-income person who is dissatisfied with the grantee's determination on his or her appeal may submit a written request for review of that determination to the HUD Field Office.

(e) *Responsibility of grantee.* (1) Each grantee shall certify (i.e., provide assurance of compliance as required by 49 CFR part 24) that it will comply with the URA, the regulations at 49 CFR part 24, and the requirements of this section, and shall ensure such compliance notwithstanding any third party's contractual obligation to the grantee to comply with these provisions.

(2) The cost of required relocation assistance is an eligible project cost in the same manner and to the same extent as other project costs. Such costs also may be paid for with funds available from other sources.

(3) The grantee shall maintain records in sufficient detail to demonstrate compliance with these provisions.

(f) *Definition of displaced person.* (1) For purposes of this section, the term "displaced person" means a person (family, individual, business, nonprofit organization, or farm) that moves from

real property, or moves personal property from real property, permanently, as a direct result of acquisition, rehabilitation, or demolition for a project assisted under this part. This includes any permanent, involuntary move for an assisted project including any permanent move for an assisted project, including any permanent move from the real property that is made:

(i) After notice by the grantee, project sponsor, or property owner to move permanently from the property, if the move occurs on or after the date that the grantee submits to HUD an application for assistance that is later approved and funded;

(ii) Before the submission of the application to HUD, if the grantee, project sponsor, or HUD determines that the displacement resulted directly from acquisition, rehabilitation, or demolition for the assisted project; or

(iii) By a tenant-occupant of a dwelling unit, if any one of the following three situations occurs:

(A) The tenant moves after the "initiation of negotiations" and the move occurs before the tenant has been provided written notice offering him or her the opportunity to lease and occupy a suitable, decent, safe and sanitary dwelling in the same building/complex, under reasonable terms and conditions, upon completion of the project. Such reasonable terms and conditions include a monthly rent and estimated average monthly utility costs that do not exceed the greater of:

(*1*) The tenant's monthly rent before the initiation of negotiations and estimated average utility costs, or

(*2*) 30 percent of gross household income; or

(B) The tenant is required to relocate temporarily, does not return to the building/complex and either:

(*1*) The tenant is not offered payment for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation, or

(*2*) Other conditions of the temporary relocation are not reasonable; or

(C) The tenant is required to move to another unit in the same building/complex but is not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move, or other conditions of the move are not reasonable.

(2) Notwithstanding the provisions of paragraph (f)(1) of this section, a person does not qualify as a "displaced person" (and is not eligible for relocation assistance under the URA or this section), if:

(i) The person has been evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation or applicable Federal, State or local law, or other good cause, and HUD determines that the eviction was not undertaken for the purposes of evading the obligation to provide relocation assistance;

(ii) The person moved into the property after the submission of the application and, before signing a lease and commencing occupancy, was provided written notice of the project, its possible impact on the person (e.g., the person may be displaced, temporarily relocated, or suffer a rent increase) and the fact that the person would not qualify as a "displaced person" (or for any assistance provided under this section), if the project is approved;

(iii) The person is ineligible under 49 CFR 24.2(g)(2); or

(iv) HUD determines that the person was not displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

(3) The grantee or project sponsor may request, at any time, HUD's determination of whether a displacement is or would be covered under this section.

(g) *Definition of initiation of negotiations.* For purposes of determining the formula for computing the replacement housing assistance to be provided to a residential tenant displaced as a direct result of privately undertaken rehabilitation, demolition, or acquisition of the real property, the term "initiation of negotiations" means the execution of the agreement between the grantee and the project sponsor.

§ 574.635 Lead-based paint.

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821–4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851–4856), and implementing regulations at part 35, subparts A, B, H, J, K, M, and

R of this part apply to activities under this program.

[64 FR 50226, Sept. 15, 1999]

§574.640 Flood insurance protection.

No property to be assisted under this part may be located in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

(a)(1) The community in which the area is situated is participating in the National Flood Insurance Program and the regulations thereunder (44 CFR parts 59 through 79); or

(2) Less than a year has passed since FEMA notification regarding such hazards; and

(b) The grantee will ensure that flood insurance on the structure is obtained in compliance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.).

§574.645 Coastal barriers.

In accordance with the Coastal Barrier Resources Act, 16 U.S.C. 3501, no financial assistance under this part may be made available within the Coastal Barrier Resources System.

§574.650 Audit.

The financial management system used by a State or unit of general local government that is a grantee must provide for audits in accordance with 24 CFR part 44. A nonprofit organization that is a grantee or a project sponsor is subject to the audit requirements set forth in 24 CFR part 45.

§574.655 Wage rates.

The provisions of the Davis-Bacon Act (40 U.S.C. 276a–276a–5) do not apply to this program, except where funds received under this part are combined with funds from other Federal programs that are subject to the Act.

[59 FR 17201, Apr. 11, 1994]

PART 576—EMERGENCY SHELTER GRANTS PROGRAM: STEWART B. McKINNEY HOMELESS ASSISTANCE ACT

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576.61 Responsibility for grant administration.
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576.67 Sanctions.

AUTHORITY: 42 U.S.C. 3535(d) and 11376.

SOURCE: 54 FR 46799, Nov. 7, 1989, unless otherwise noted.

Subpart A—General

§576.1 Applicability and purpose.

This part implements the Emergency Shelter Grants program contained in subtitle B of title IV of the Stewart B. McKinney Homeless Assistance Act (42

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

This Contract, executed on the respective dates indicated below, is effective as of

_____, 20 _____ between the _____

Hawaii Public Housing Authority,
(Name of the state department, agency board or commission)

1002 North School Street, Honolulu , Hawaii 96817

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

whose address is: 1002 North School Street

Honolulu, Hawaii 96817

and _____,
(Name of PROVIDER)

("PROVIDER"), a Non Profit,
(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

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

Business street address:

Mailing address if different than business street address:

Same as above

Federal employer identification number: _____

Hawai'i general excise tax number: _____

EXEMPT TRANSACTIONS

RECITALS

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

- ☐ this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
- ☐ this Contract is to award grants or subsidies of state funds appropriated by the legislature to a specific organization as provided in section 103F-101(a)(1), HRS, and section 3-141-503(a)(2), Hawai'i Administrative Rules, or to award subawards and subgrants to specific organizations directed by the funding source as provided in section 3-141-503(a)(1);
- ☐ this Contract is wholly or partly funded from federal sources that conflict with the procedures and requirements established by chapter 103F, HRS, and its implementing regulations;
- ☐ this Contract is wholly or partly funded from federal sources that (1) identifies a target class of beneficiaries, (2) defines the requirements for a provider to be qualified to participate in the federal program, and (3) has the price of the provided health and human services dictated by federal law;
- ☐ this Contract is for an affiliation agreement with hospitals and other health care providers required for University of Hawaii clinical programs;
- ☐ this Contract is for the services of psychiatrists or psychologists in criminal or civil proceedings as required by a court order or by the rules of the court;
- ☒ this Contract is for a transaction covered by a written exemption from ~~the Chief Procurement Officer for the STATE dated~~ Sections 356D-125, HRS/17-2026 HAR ~~, 20~~ __.

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

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

(1) _____,
(Identify state sources)

in the amount of _____, or
(state funding)

(2) _____,
(Identify federal sources)

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

D. The STATE is authorized to enter into this Contract pursuant to:

Section 356D, HRS
(Legal authority for Contracts)

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

☒ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;

☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;

☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;

☐ other evidence of authority to sign:

_____

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

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

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

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

2. Time of Performance. The PROVIDER shall provide the Required Services from _____, 20 _____, to _____, 20 _____, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated

☒ in a total amount for all required services not to exceed _____ DOLLARS ($ _____), which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in Attachment "3" to this Contract, which is hereby made a part of this Contract.

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

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) _____, 20 _____. No amendment to the PROVIDER's Final Project Report shall be considered after (date) _____, 20 ____.

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

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

7. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

8. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid.

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

Hawaii Public Housing Authority

1002 North School Street, Honolulu, Hawaii 96817.

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

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

STATE

By _____
(Signature)

Print Name _____

Print Title Acting Procurement Officer

_____

Date _____

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

By _____
(Signature)

Print Name _____

Print Title _____

_____

Date _____

CORPORATE SEAL
(if available)

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

_____

Date _____

APPROVED AS TO FORM:

_____
Deputy Attorney General

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

SUB-RECIPIENT:
dba:

Address:

Name of Program:
Location:
Type of Program: Housing Opportunities for Persons With AIDS (HOPWA)
Type of Services: Providing subsidy and supportive services to those living with Human immunodeficiency virus (HIV)/ Acquired immunodeficiency syndrome (AIDS).

Amount of Agreement:
Time of Performance:

1. The following documents and any amendments thereto comprise the Sub-Recipient Agreement between the parties and are fully a part of this Sub-Recipient Agreement governing the work to be performed by the SUB-RECIPIENT for the Housing Opportunities for Persons With Aids (HOPWA) Program : (1) SUB-RECIPIENT's accepted proposal ; (2) Request for Information –HPB -2008-31; (3) State General Conditions, AG Form 103F(10/08); (4) SUB-RECIPIENT's final Budget, which is attached hereto as Exhibit "B-1", and incorporated hereby reference; (5) Work Plan Form, which is attached hereto as Exhibit "A-1"; and (5) this Sub-Recipient Agreement; These documents are collectively referred to as the "Sub-Recipient Agreement Documents".

2. The SUB-RECIPIENT shall, provide and perform the services set forth below in a satisfactory and proper manner as determined by the STATE, and in accordance with the terms and conditions of this Sub-Recipient Agreement under the Housing Opportunities for Persons With AIDS (HOPWA) Program as set forth in the Agreement Documents. If there is a conflict between the SUB-RECIPIENT's accepted proposal and this Sub-Recipient Agreement, the Sub-Recipient Agreement shall prevail. The SUB-RECIPIENT shall implement the Neighbor Island Housing Program on the rural counties of Maui, Kauai and Hawaii.

3. Continuum of Care The PROVIDER shall actively participate in the Continuum of Care (CoC) a homeless community-based planning group by attending the regularly scheduled County meetings and serving on one (1) or more committees of the CoC in order to maintain eligibility for continued funding under the STATE. Each agency which comprises the NIHP shall designate an authorized representative to participate in the CoC of each respective county.

4. The SUB-RECIPIENT shall further perform and provide such services in accordance with the U.S Department of Housing and Urban Development, (HUD), HOPWA Program final rule at Volume 24, Code of Federal Regulations Part 574, (24 CFR Part 574) as may be amended from time to time, which is incorporated herein by reference.

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

5. Program Requirements

   a. The SUB-RECIPIENT shall ensure participant confidentiality by having written policies and procedures regarding the handling of participant files and other confidential information.

   b. The SUB-RECIPIENT shall have a formal and documented Grievance Procedures that provides due process to the applicant/participant. The SUB-RECIPIENT shall: give the applicant/participant written notification of such Grievance Procedures when assistance is terminated or denied. The written notice shall contain a clear statement of the reasons for termination or denial of assistance, the specific date when assistance will cease, the right to request a review of the decision, instructions on how to evoke this review, the right of the applicant/participant to review the records and the right to legal counsel at the sole expense of the applicant/participant at the review. Upon request, a formal review of the decision, including the questioning of witnesses and presentation of evidence, shall be conducted before a person other than the person who made the decision on review. The SUB-RECIPIENT shall render a written decision to the applicant/participant after completion of the review.

   c. Data Collection: The Provider shall include, but not be limited to, demographic information necessary entry into the Homeless Management Information System (HMIS), as well signing a waiver for release of information. Data Collection shall also include Output and performance measurements: number of participants accepted into the program; total number of participants referred for job placement, number of participants referred to each treatment component; number of participants successfully completing each service component; number of participants dropping out of each service component and number of participants terminated from the program.

6. Staffing The SUB-RECIPIENT shall ensure that all staff meets the minimum qualifications as indicated in the SUB-RECIPIENT's proposal for each of the respective positions and that all staff personnel are fully qualified to perform the required services.

   a. The SUB-RECIPIENT shall ensure that all replacement staff is provided with an extensive orientation, regarding the SUB-RECIPIENT's written policies and procedures and program goals.
   b. The SUB-RECIPIENT shall establish a plan to address staff vacancies to ensure the delivery of services under this Sub-Recipient Agreement and to minimize the disruption of services.

7. Program Performance The SUB-RECIPIENT agrees to work with the STATE on an on-going basis to identify: (a) targets for successful program performance; (b) timetable for program performance and milestones; (c) strategies and data systems to measure progress towards performance targets; and (d) areas of non-compliance and strategies to cure non-compliance. The SUB-RECIPIENT's staff shall work with participants to assess their individual needs and coordinate a social services plan with them.

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

8. Services and Activities: The SUB-RECIPIENT shall provide the following services to those living with HIV/AIDS who are at risk for homeless and homeless as required under this Sub-Recipient Agreement.

   a. The SUB-RECIPIENT shall provide the services listed below in the Work Plan Form.

   b. The SUB-RECIPIENT shall make available intake and referral services and other needed services to eligible persons with HIV/AIDS who otherwise might not receive assistance.

   c. The SUB-RECIPIENT shall complete an informational intake for all participants. The intake must minimally include information on a participant's and family members' name, age, gender, social security number, ethnicity, marital status, dependent children, employment status, income and financial status, citizenship or alien status, education level, health and medical history, homeless status, cause of homelessness, family network system, previous social services received, and veteran status.

   d. The SUB-RECIPIENT shall complete an assessment for all participants. The assessment shall identify the needs and barriers to attaining and retaining permanent housing.

      i. Development and implementation of housing plan: The SUB-RECIPIENT shall work with each participant to establish a plan of the goals, strategies and a timeline to address the participants' needs and barriers to permanent housing through counseling, education, referrals or advocacy.
      ii. The SUB-RECIPIENT shall provide supportive services including, but not limited to, counseling and referral for health, mental health, assessment, permanent housing placement, drug and alcohol abuse treatment and counseling, day care, personal assistance, nutritional services, intensive care when required, and assistance in gaining access to local, State, and Federal government benefits and services. Health services shall only be provided to individuals with HIV/AIDS or related diseases.
      iii. Monitoring and follow-up, including tracking the progress of participants for up to six (6) months after the participant has completed the HOPWA program.

9. The SUB-RECIPIENT shall provide the types of housing activity as defined in 24C.F.R Part 574, as amended, and which is incorporated herein by reference.

   a. Tenant-based rental assistance, including assistance for shared housing arrangements.

   b. The short-term rent, mortgage and utility assistance (STRMU) is a short-term homelessness prevention and intervention benefit that temporarily assists persons with HIV/AIDS. The STRMU is intended to assist persons who cannot meet monthly housing expenses due to unexpected situations related to their HIV/AIDS condition. The STRMU is not intended to provide continuous or perpetual assistance.

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

c. Supportive services.
   i. Supportive services in conjunction with HOPWA housing activities.
   ii. Supportive services not in conjunction with HOPWA housing activities.
   i. This may also include fair housing counseling for eligible persons who may encounter discrimination.

d. Permanent Housing Placement Services to pay for rental deposit.

10. Documentation of Eligibility Verification. The term "homeless or "homeless individual or homeless person" is defined under the 42 U.S.C. 11302, and is incorporated herein by reference.

a. An individual who lacked a fixed, regular, and adequate night time residence; and

b. An individual who has a primary night time residence that is:
   i. A supervised publicly or privately operated shelter designate to provide temporary living accommodation (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or
   ii. An institution that provides a temporary residence for individual intended to be institutionalized; or
   iii. A public or private place not designated for, or ordinarily used as, regular sleeping accommodation for human beings".

The SUB-RECIPIENT is required to keep on file documentation of eligibility verification for each participant and accurate records of participants serviced. The following is a list of acceptable forms of verification. The list is not all inclusive:

a. For unsheltered homeless: Verification from another SUB-RECIPIENT agency, an outreach worker, Department of Human Services' caseworker, church, or other appropriate source.

b. For sheltered homeless: Verification from the shelter staff at which the participant is residing or other source deemed appropriate by the Sub-Recipient.

11. Program Outcomes. The SUB-RECIPIENT shall track and report on the output and outcomes as proposed in the categories below:

a. The total number of unduplicated individuals, beneficiaries, and households who were provided assistance.
b. The total number of unduplicated persons who were provided housing assistance in conjunction with supportive services.
c. The total number of unduplicated persons who were provided housing assistance in conjunction without supportive services.
d. The total number of unduplicated person who were provided rental deposit.

STATE OF HAWAII

SCOPE OF SERVICES

Required Services

e. The total number of unduplicated eligible households that received HOPWA housing assistance.
f. The number of households continuing to access of housing assistance.
g. Report the housing status of all households that completed the HOPWA program.

Attachment 1-A

HOPWA
Work Plan

SUB-RECIPIENT:
dba:

Address:

Name of Program:
Location:
Type of Program: Housing Opportunities for Persons With AIDS (HOPWA)
Type of Services: Providing subsidy and supportive services to those living with Human immunodeficiency virus (HIV)/ Acquired immunodeficiency syndrome (AIDS).

Amount of Agreement:
Time of Performance:

Section 1: Projected Number Served

Projected the number of **individuals, beneficiaries,** and **households** to be served in the Neighbor Island Housing Program (NIHP) for operating year _____, 2010 to _____,2010.

Neighbor Island Housing Program	2009 Projected Numbers to be Served	Projected HOPWA Funds to be Expended	Projected Amount of Non-HOPWA Leveraged Funds to be Expended
Housing Subsidy Assistance			
1. Number of Tenant – Based Rental Assistance			
a. Number of individuals with HIV/AIDS who received HOPWA housing assistance			
b. Number of other persons residing with the above eligible individuals in HOPWA-assisted housing			
2. Projected number of households assisted with Short-Term, Mortgage and Utility payments			
Supportive Services			
1. Number of person served in conjunctions with HOPWA housing activities			
2. Number of person served in conjunctions without HOPWA housing			

activities			
Housing Placement Assistance			
Permanent Housing Placement Assistance			
Number Households to be assisted with Deposits			

Section 2. Households

Household Area Median Income: Report the area median income(s) for all households served with HOPWA housing assistance. Refer to www.hud.gov for information on area median income in your community.

Percentage of Area Median Income		Households Served with Housing Assistance
1.	0-30% of area median income (extremely low)	
2.	31-50% of area median income (very low)	
3.	51-60% of area median income (low)	
4.	61-80% of area median income (low)	

Section 3. Housing Stability

Assessment of Client Outcomes on Maintaining Housing Stability for Permanent Housing and Facilities.

1. In Column 1, report the total number of eligible households that received HOPWA housing assistance, by type.
2. In Column 2, enter the number of households continuing to access each type of housing assistance, the following year.
3. In Column 3, report the housing status of all households that exited the program.

[A] Permanent Housing Assistance	[1] Total Number of Households Projected to Receive Housing Assistance	[2] Assessment: Number of Households Continuing with this Housing (per plan or expectation for next year)	[3] Assessment: Number of Exited Households and Housing Status
Tenant-based Rental Assistance	=	=	1 Emergency Shelter/Streets =
			2 Temporary Housing =
			3 Private Housing =
			4 Other HOPWA =
			5 Other Subsidy =
			6 Institution =
			7 Jail/Prison =
			8 Disconnected/Unknown =
			9 Death =

Permanent Supportive Housing Facilities	=	=	1 Emergency Shelter/Streets = 2 Temporary Housing = 3 Private Housing = 4 Other HOPWA = 5 Other Subsidy = 6 Institution = 7 Jail/Prison = 8 Disconnected/Unknown = 9 Death =

[B] Transitional Housing Assistance	[1] Total Number of Households Projected to Receive Housing Assistance	[2] Of the Total Number of Households Receiving Housing Assistance this Operating Year	[3] Assessment: Number of Exited Households and Housing Status
Transitional/Short term Support Facilities	=	Total number of households that will continue in residences: = Total number of households whose tenure exceeded 24 months: =	1 Emergency Shelter/Streets = 2 Other Temporary Housing * = 3 Private Housing = 4 Other HOPWA = 5 Other Subsidy = 6 Institution = 7 Jail/Prison = 8 Disconnected/unkn = 9 Death =

Terms
Definitions

AIDS: Acquired immunodeficiency syndrome (AIDS) a condition in humans in which the immune system begins to fail, leading to life-threatening opportunistic infections.

Beneficiary: Any individual who received HOPWA housing assistance during the operating year and includes all members of the household receiving assistance.

HIV: Human immunodeficiency virus (HIV) is a retrovirus that causes acquired immunodeficiency syndrome (AIDS).

HOPWA Eligible Person: A low-income person with HIV/AIDS who qualifies the household for HOPWA assistance. This person may be considered "Head of Household." When the Work Plan asks for information on eligible individuals, report on this person only. Where there is more than one person with HIV/AIDS in the household, the additional Person With AIDS (PWA)(s), would be considered a beneficiary(s).

Chronically Homeless Person: An unaccompanied homeless individual with a disabling condition who has either been continuously homeless for a year or more **OR** has had at least four (4) episodes of homelessness in the past three (3) years." For this purpose, the term "homeless" means "a person sleeping in a place not meant for human habitation such as living on the streets; or in an emergency homeless shelter." This does not include doubled-up or overcrowding situations.

Disabling Condition: A diagnosable substance use disorder, serious mental illness, developmental disability, or

chronic physical illness or disability, including the co-occurrence of two (2) or more of these conditions. In addition, a disabling condition may limit an individual's ability to work or perform one (1) or more activities of daily living. An HIV/AIDS diagnosis is considered a disabling condition.

Household: A single individual or a family composed of two (2) or more persons for which household incomes are used to determine eligibility and for calculation of the resident rent payment. Caregivers and non-beneficiaries who resided in the shared unit are not reported on in the APR. The term is used for collecting data on changes in income, changes in access to services, receipt of housing information services, and outcomes on achieving housing stability.

Non-HOPWA Leveraged Sources: Cash resources separate from the HOPWA grant award that may include: CDBG, HOME, ESG, SHP, S+C, SRO Mod Rehab, Housing Choice Vouchers (Section 8), PHA units, Supportive Housing for Persons with Disabilities/Elderly (Section 811/202), Low Income Housing Tax Credits (LIHTC), Historic Tax Credits, USDA Rural Housing Service, Ryan White CARE Act programs, other federal programs HHS, VA, DOL, etc, state funds, local government funds, and private philanthropy. While other HOPWA funds may be used in conjunction with this grant, the amounts are not counted as leveraging for purposes of the grant application selection or criteria. Performance is reported under the applicable HOPWA grant.

Operating Year. The information contained in this Work Plan should reflect the applicant's operating year 2010-2011.

Output: The number of units of housing or households is projected to receive HOPWA housing assistance during the operating year.

Outcome: The HOPWA assisted households who establish or better maintain a stable living environment in housing that is safe, decent, and sanitary, per the regulations at 24 CFR 574.310(b), and to reduce the risks of homelessness, and improve access to HIV treatment and other health care and support. The goal is that eighty percent of HOPWA clients will maintain housing stability, avoid homelessness, and access care by 2011.

STATE OF HAWAII

TIME OF PERFORMANCE

SUB-RECIPIENT:
dba:

Address:

Name of Program:
Location:
Type of Program: Housing Opportunities for Persons With AIDS (HOPWA)
Type of Services: Providing subsidy and supportive services to those living with Human immunodeficiency virus (HIV)/ Acquired immunodeficiency syndrome (AIDS).

Amount of Agreement:
Time of Performance:

1. Subject to the appropriation allocation, and the receipt of Federal funds under the Housing Opportunities for Persons With AIDS, the term of this Sub-Recipient Agreement for the Housing Opportunities for Persons With AIDS, shall be for a one (1) year period, beginning on _____, 2010 and ending on _____, 2011.

2. No services shall be performed on the Sub-Recipient Agreement prior to _____, 2010.

3. The option to extend the Sub-Recipient Agreement shall be at the sole discretion of the STATE. The Sub-Recipient Agreement may be extended without the necessity of procuring at the same rates as stated in this Sub-Recipient Agreement, unless price adjustment are made and approved as provided herein:

   Length of each extension: Up to 12 months
   Maximum length of Agreement: 24 months

4. The Initial period shall commence on the Sub-Recipient Agreement start date. The following conditions must be met for an extension:

   a. The SUB-RECIPIENT experienced cost saving and has unexpended fund available that can be used to provide additional service; or
   b. The STATE determines there is an ongoing need for the service and has funds to pay for the extension for contracted services, not to exceed twelve (12) months. Sub-Recipient Agreement extensions shall be awarded at the same or comparable rates as the Primary Sub-Recipient Agreement; and
   c. A Supplemental Sub-Recipient Agreement must be executed prior to expiration of the Primary Sub-Recipient Agreement; and
   d. The SUB-RECIPIENT must obtain the STATE's approval in writing and a notice to proceed with the extension; and

STATE OF HAWAII

TIME OF PERFORMANCE

e. The STATE had determined that the SUB-RECIPIENT had satisfactorily provided services over the current Sub-Recipient Agreement term.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

SUB-RECIPIENT:
Dba:

Address:

Name of Program:
Location:

Type of Program: Housing Opportunities for Persons With AIDS (HOPWA)
Type of Services: Providing subsidy and supportive services to those living with Human immunodeficiency virus (HIV)/Acquired immunodeficiency syndrome (AIDS).

Amount of Agreement:
Time of Performance:

1. The STATE shall pay the SUB-RECIPIENT, a sum not to exceed _____and 00/100 Dollars ($_____subject to the availability and receipt of funds and the SUB-RECIPIENT's full and timely performance of all obligations under this Sub-Recipient Agreement. The approved Budget is attached hereto and incorporated herein by reference as Exhibit "B-1".

2. The PROVIDER shall submit written payment request based on the unit bedroom size according to the HUD Final Fair Market rents (FMR), incorporated herein by reference, for the Counties of Maui, Kauai, and Hawaii.

   a. The PROVIDER shall obtain prior written approval from the STATE for rents above the HUD Final Fiscal Year 2009 Fair Market Rent (FMR). The Provider shall submit request in writing to the STATE prior to providing the rental assistance above the FMR.
   b. Expenditures that exceed the amount requested in the payment request shall be added to the following month's payment request. Funds unexpended at the end of this Sub-Recipient Agreement shall be returned to the STATE.

3. Final payment of the Sub-Recipient Agreement shall be withheld as follows: _____and 00/100 Dollars ($____), an amount equal to the five percent (5%), of the total compensation under the Sub-Recipient Agreement. Said withheld amount shall be subject to satisfactory submittal and reconciliation of all reports, and section 103-53, Hawaii Revised Statutes (HRS), which requires a tax clearance from the Director of Taxation and the Internal Revenue Service. Any debt owed to the State Department of Taxation shall be offset first. If the SUB-RECIPENT fails to satisfactorily submit all reports to the STATE within sixty (60) days of the termination date of this Sub-Recipient Agreement. A certificate of vendor compliance issued by the Hawaii Compliance Express may be submitted in lien of the tax clearance certificate.

STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

4. Upon execution of this Sub-Recipient Agreement, payments shall be paid in accordance with and subject to the following:

   a. Written payment requests shall be made in advance. The SUB-RECIPEINT shall submit the properly executed request for payment consisting of one (1) original and three (3) copies of the request for payment. Any unexpended monies shall be incorporated into the following month's payment request. Any unexpended monies at the end of the term of this Sub-Recipient Agreement shall be refunded by the SUB-RECIPIENT to the STATE.

   b. The request shall be on a form approved by the STATE. Payment request to the STATE must be addressed and submitted to: **Executive Director, Hawaii Public Housing Authority Homeless Programs Branch, P.O. Box 17907, Honolulu, Hawaii 96817.**

5. All payment requests submitted by the PROVIDER shall certify that all contractual obligations under this Sub-Recipient Agreement are being duly fulfilled.

6. The SUB-RECIPIENT shall expend funds, pursuant to the approved Budget. See Exhibit "B-1", attached hereto and incorporated herein by reference. If an amount of reported expenditures by the SUB-RECIPIENT is determined by the STATE to be inappropriate or unallowable, the STATE may require that an equivalent amount of monies be funded by the SUB-RECIPIENT to the STATE.

7. The written expenditure report and statistical reports submitted by the SUB-RECIPIENT shall be reviewed by the STATE. Each report shall be subject to the STATE'S preliminary determination of appropriateness. The reported expenditures may be subject to subsequent verification and audit. If an amount of reported expenditure is subsequently determined by the STATE to be inappropriate, unallowable or not made in accordance with the approved Budget, the STATE may require that an equivalent amount of monies be refunded by the SUB-RECIPIENT to the STATE.

8. Any budget revision to the approved Budget requested by the SUB-RECIPIENT shall be in writing and shall be subject to the STATE'S approval. If an amount of reported expenditure is subsequently determined by the STATE to be inappropriate, unallowable, or not made in accordance with the approved Budget as revised, the STATE may require that an equivalent amount of monies be refunded by the SUB-RECIPIENT to the STATE.

9. Section 103-10 HRS, provides that STATE shall have thirty calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. The date of the invoice shall be the later of the two: 1) date of invoice, or 2) post mark of original invoice received by the STATE via United States Postal Service.

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development[1].

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

_____ _____
(Signature) *(Date)*

_____
(Print Name)

_____
(Print Title)

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

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

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

_____ _____
(Signature) *(Date)*

_____
(Print Name)

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

Sample Contract Attachment 5

CONTRACT NO. _____

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

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

On behalf of:

_____

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER ☐ is* ☐ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).

2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).

3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).

4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

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

CONTRACT NO. _____

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

_____

Date _____

CONTRACT NO. _____

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.

1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

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

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

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

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

3. Relationship between Parties

3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.

3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.

3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.

3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.

3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State

for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.

3.4.4 PROVIDER's Responsibilites. 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.

STATE OF HAWAII

SPECIAL CONDITIONS

SUB-RECIPIENT:
dba
Address:

Name of Program:
Location:

Type of Program: Housing Opportunities for Person With AIDS (HOPWA)
Type of Services: Providing subsidy and supportive services to those living with Human immunodeficiency virus (HIV)/ Acquired immunodeficiency syndrome (AIDS).

Amount of Agreement:
Time of Performance:

1. Insurance and Indemnity Requirements. The SUB-RECIPIENT shall indemnify the State of Hawaii and the HPHA. The SUB-RECIPIENT shall also obtain, maintain and keep in force throughout the period of this Sub-Recipient Agreement $2,000,000.00 Commercial General Liability insurance in compliance with Section 1.4 of the AG Form 103F(10/08) General Conditions and the following insurance coverage:

	Automobile Liability:
Bodily Injury	$ 1,000,000.00 (per person)
Property Damage	$ 1,000,000.00 (per occurrence)
Per Accident	$ 1,000,000.00 (per accident)
or	
Combined Single Limit	$ 1,000,000 (each accident)

a. The State of Hawaii, the Hawaii Public Housing Authority (HPHA), its elected and appointed officials, and employees are added as additional insured with respect to operations performed under this Agreement. The policy shall constitute primary insurance for the STATE, covering liability arising out of or resulting for occurrences during or in connections with the performance of the Agreement.

b. The SUB-RECIPIENT agrees to provide the STATE before the effective date of the Agreement, certificate(s) of insurance to evidence the compliance with the insurance provisions of this Sub-Recipient Agreement. The SUB-RECIPIENT shall keep such insurance in effect and the certificate(s) therefore on deposit with the STATE during the entire term of this Sub-Recipient Agreement. The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Sub-Recipient Agreement and any Supplemental Agreements. Upon request by the STATE, the SUB-RECIPIENT shall furnish a copy of the policy or policies.

STATE OF HAWAII

SPECIAL CONDITIONS

c. Failure of the SUB-RECIPIENT to provide and keep in force such insurance shall be a material default under this Sub-Recipient Agreement. The STATE shall be entitled to exercise any or all of the remedies provided in this Sub-Recipient Agreement and by law for default by the SUB-RECIPIENT.

d. The procuring of such required policy or policies of insurance shall not be construed to limit SUB-RECIPIENT's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, SUB-RECIPIENT shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this Sub-Recipient Agreement.

e. The insurer shall notify the STATE in writing of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.

f. The Hawaii Public Housing Authority is a self insured State agency. The SUB-RECIPIENT's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the SUB-RECIPIENT.

2. Time of Performance. The SUB-RECIPIENT shall provide the Required Services for the term of this Sub-Recipient Agreement, which is attached hereto as Attachment- 2" and incorporated herein by reference.

3. Reporting Requirements. The SUB-RECIPIENT shall:

a. Fulfill all reporting requirements prescribed by the STATE within the deadlines set for the reports. Additionally, the SUB-RECIPIENT shall be available for monitoring reviews conducted by the STATE.

b. Submit quarterly activity and financial reports no later than 30 days after the end of each three (3) month period of the State fiscal year(s) or as otherwise instructed by the STATE, including without limitation:

i. Summarizing income and expenditures to date, their relationship to the budget as prescribed in the attached Budget, and explaining any variances in said Budget.
ii. Summarizing program activities, including without limitation, the number of persons served, levels of services provided, outcome objective achieved, demographic data, and problems encountered and recommended to remedies to those problems.
iii. Submitting all SUB-RECIPIENT and Sub-Contractors cash match, documents in the form of payroll receipts for salary, taxes, fringe benefits and any other documents requested by the STATE

STATE OF HAWAII

SPECIAL CONDITIONS

c. Submit a written Annual Report no later than 15 days after the end of each Sub-Recipient Agreement period, sooner termination date or as otherwise instructed by the STATE. All revisions to the annual progress report shall be completed no later than fifteen (15) days after the end of the Sub-Recipient Agreement period or a sooner termination date or as otherwise instructed by the STATE. The Annual Report with the completed revisions shall be accepted as the final report. The final report shall document the SUB-RECIPIENT's overall efforts toward meeting the requirements of this Sub-Recipient Agreement and shall list expenditures actually incurred in the performance of this Sub-Recipient Agreement. At such time, the SUB-RECIPIENT shall remit any unexpended grant funds to the STATE.

d. Submit other information or records as may be requested from time to time by the STATE in the form required by the State, including without limitations: demographic and program activity information for use in a centralized database.

e. The STATE may delay payment by the number of business days equal the delay of any payment submitted by the SUB-RECIPIENT.

4. Audit. The SUB-RECIPIENT shall submit a copy of an audit of its financial records, performed by an independent Certified Public Accountant, for each fiscal year of any part of the period of SUB-RECIPIENT'S performance of this Sub-Recipient Agreement. Such audits shall be conducted in accordance with generally accepted auditing standards and provisions of the United States Office of Management and Budget (OMB) circulars and must be submitted within 180 days following the close of the SUB-RECIPIENT'S fiscal year. When required by the IRS, Form 990 must be prepared for the SUB-RECIPIENT and a copy submitted with the audit report. If the auditor prepares a management letter, a copy of the management letter must also be submitted with the audit report; if no management letter is prepared, a letter from the auditor stating the same shall be submitted. The SUB-RECIPIENT shall also address the recommendations made by the auditing agency to the satisfaction of the STATE. Pursuant to the requirements of OMB Circular A-133 as set forth in 24 CFR 85. The cost of all audits shall be the obligation of the SUB-RECIPIENT. SUB-RECIPIENT's failure to carry out the recommendations made by the auditing agency may be grounds for the STATE to bar the SUB-RECIPIENT from further Sub-Recipient Agreements for the HPHA until the SUB-RECIPIENT has addressed all deficiencies.

5. Compliance with STATE'S Instructions. The SUB-RECIPIENT shall comply with all written instructions and requirements required by the STATE for the effective administration of the Housing Opportunities for Persons With AIDS Program as it relates to reporting program activity financial reports and participation with Homeless Management Information System.

6. Equipment. The SUB-RECIPIENT shall ensure that equipment acquired under the Sub-Recipient Agreement will be used, managed, and dispensed with in accordance with STATE laws and procedures, unless otherwise instructed by the STATE. Following the termination of this Sub-Recipient Agreement for whatever reason, all equipment shall be included in the final

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report to the STATE, and the disposition of such equipment shall be prescribed by the STATE in accordance with Section 3-130, HAR.

7. Program Monitoring. The STATE shall monitor the performance of work on an ongoing basis through desk monitoring site inspection and/or other appropriate methods.

8. Certificate of Vendor Compliance. In lieu of a tax clearance certificate from the Director of Taxation, State of Hawaii, the SUB-RECIPIENT may submit the Certificate of Vendor Compliance from the Hawaii Compliance Express (HCE).

9. Campaign Contributions. The SUB-RECIPIENT is hereby notified of the applicability of Section 11-205.5, HRS, which prohibits campaign contributions by specified state or county government contractors during the terms of their Sub-Recipient Agreements, if the contractors are paid with funds appropriated by a legislative body.

10. Smoking Policy. Section 1.3.1 smoking policy of the General Conditions is amended to read Chapter 328J, Hawaii Revised Statutes. The SUB-RECIPIENT shall implement and maintain a written smoking policy as required by Chapter 328J, HRS.

11. Compliance with Laws. The SUB-RECIPIENT shall comply with Federal, STATE City, Laws, rules, and regulation, as set forth in paragraph 1.2.1 of the General Conditions.

12. Interchangeable Terms. The following terms are one and the same.
    a. "Contract ", "Sub-Recipient Agreement", and "Agreement ".
    b. "CONTRACTOR", "SUB-RECIPIENT" and "PROVIDER".
    c. "STATE" and "HPHA".