Grant Solicitation No. OHA 21-04-03
Maui
COVID-19 Impact and Response Grant

March 1, 2021

All applications must be submitted online at www.oha.org/grants on Friday, March 19, 2021 by 2:00 p.m. (HST)

For assistance with this grant solicitation, please email:

grantsinfo@oha.org

For technical assistance with the online application, please email:

grantsadmin@oha.org

If this Grant Solicitation was downloaded from the OHA website, each applicant must provide contact information to the Solicitation contact person for this Grant Solicitation to be notified of any changes. OHA shall not be responsible for any missing addenda, attachments, or other information regarding the Solicitation if a proposal is submitted from an incomplete Grant Solicitation.
March 1, 2021

RE: OHA GRANT SOLICITATION
FISCAL YEAR (FY) 2021

Aloha mai,

The Office of Hawaiian Affairs (OHA) is soliciting applications from qualified applicants to provide services from Fiscal Year 2021 resources.

The enclosed materials outline the application requirements of this solicitation. Included for your information are the administrative requirements, service specifications, application instructions, budget instructions, as well as other reference materials. Prior to application submittal, it is imperative that applicants review all information and follow the detailed instructions provided.

Applicants must complete the eligibility requirements in order to be granted access to the online application. The eligibility requirements and the grant application are accessed through the Grants page of the OHA website at http://www.oha.org/grants.

Online applications can be accessed via www.oha.org/grants on Monday, March 1, 2021 and are due Friday, March 19, 2021 at 2:00 p.m. Hawaiʻi Standard Time (HST).

OHA reserves the right to amend the terms of this solicitation, to issue addenda, or to withdraw this solicitation at any time.

Mahalo for your interest in applying for this grant that aligns with OHA’s 2020-2035 Strategic Plan Framework and supports OHA in fulfilling its mission and vision to serve our lāhui during these challenging times.

E hana pū i ka lawelawe ʻana i ko kākou kaiāulu aloha,

Sylvia M. Hussey, Ed.D.
Ka Pouhana, Chief Executive Officer
Section 1 – Administrative Overview

I. Solicitation Organization

Each applicant is advised to read all sections of this solicitation. The solicitation is organized into five sections:

Section 1 – Administrative Overview
Section 2 – Service Specifications
Section 3 – Application Instructions
Section 4 – Application & Evaluation
Section 5 – Attachments

II. Grants Program

The Grants Program is responsible for overseeing OHA’s granting process, including solicitation development, application facilitation, award recommendation, Grant Agreement execution, and monitoring grantee performance. Contact information for Grants is:

Grants Program
Office of Hawaiian Affairs
560 North Nimitz Highway, Suite 200
Honolulu, Hawai‘i 96817

If you have questions regarding this solicitation, please email:

grantsinfo@oha.org

III. Solicitation Timetable

This timetable of activities represents OHA’s estimated schedule and is provided for planning purposes only. The OHA Grants Program reserves the right to cancel any activity or revise the timetable if needed.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Scheduled Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Availability of solicitation and online application</td>
<td>Monday, March 1, 2021</td>
</tr>
<tr>
<td>Solicitation Orientation &amp; PowerPoint slides posted to <a href="https://www.oha.org/grants">https://www.oha.org/grants</a></td>
<td>Thursday, March 4, 2021</td>
</tr>
<tr>
<td>Application deadline</td>
<td>Friday, March 19, 2021 at 2 p.m.</td>
</tr>
<tr>
<td>Application evaluation period</td>
<td>March-April 2021</td>
</tr>
<tr>
<td>Grantee selection and notice of award</td>
<td>April-June 2021</td>
</tr>
<tr>
<td>Grant agreement negotiations and terms finalized</td>
<td>June-July 2021</td>
</tr>
</tbody>
</table>
Activity | Scheduled Date
--- | ---
Anticipated Grant start date | August 1, 2021

### IV. Orientation Session

The orientation session is recommended for applicants. Please read the entire solicitation prior to viewing the orientation.

The orientation session is pre-recorded and will be posted to the OHA Grants Program Webpage, as follows:

| Statewide | Date: Thursday, March 4, 2021 | Via the Webpage Link Below: [https://www.oha.org/grants](https://www.oha.org/grants) |

### V. Applicant Eligibility Requirements

#### A. Applicant Responsibility

The solicitation outlines the application requirements. Prior to application submittal, it is imperative that applicants review all information contained in this solicitation and follow the detailed instructions provided.

#### B. Minimum Qualifications

This solicitation is issued under the provisions of the Hawai‘i Revised Statutes (HRS) Chapter 10-17, as well as other applicable state laws. Prospective applicants should familiarize themselves with the requirements of HRS section 10-17.

To be eligible for funding consideration, an applicant shall:

1. Be a nonprofit community-based organization determined to be exempt from federal income taxation by the Internal Revenue Service. If the applicant is using a fiscal sponsor, the fiscal sponsor shall be a nonprofit community-based organization determined to be exempt from federal income taxation by the Internal Revenue Service;

2. Certify that the applicant’s governing board members have no material conflict of interest and serve without compensation;

3. Certify that the applicant’s bylaws or policies exist that describe the manner in which business is conducted and policies relating to nepotism and management of potential conflict of interest situations, and employ or contract with no two or more members of a family or kin of the first or second degree of consanguinity unless specifically permitted by OHA;
4. Be registered to do business in the State of Hawai‘i. If the applicant is using a fiscal sponsor than the fiscal sponsor must be registered to do business in the State of Hawai‘i;

5. Have a Hawai‘i Compliance Express Certificate of Vendor Compliance issued by the State of Hawai‘i that is “Compliant” within three (3) months of the application deadline. If the applicant is using a fiscal sponsor, only the fiscal sponsor must provide the required CVC;

6. Demonstrate to OHA that they are in good standing and in compliance with all laws governing entities doing business in the State of Hawai‘i;

7. Provide services to Native Hawaiians and/or Native Hawaiian community(ies) in the State of Hawai‘i;

8. Be considered in good standing with OHA, if previously awarded an OHA grant contract;

9. Certify that the applicant has licenses, permits, and accreditations, and meets all standards required by applicable federal, state and county laws, ordinances, codes and rules to provide services. The applicant shall also be in good standing with required licensing bodies, and in compliance with professional standards and requirements;

10. Certify that the authorized signatory (e.g., Executive Director, CEO) has the legal power delegated by an organization’s authoritative body (such as the Board of Directors) to sign and submit the OHA grant application;

11. Have a minimum of three (3) years of experience providing the proposed services;

12. Certify that if awarded this grant, the applicant, now grantee, will develop and implement a COVID-19 Preparedness & Response Plan (Plan). The purpose of the Plan is to minimize or eliminate exposure to SARS-CoV-2 (commonly referred to as COVID-19) for all grant related participants (e.g., project participants, contractors, employees, community members). The Plan must provide general safeguards for project location(s) as well as federal, State of Hawai‘i and applicable county mandates where the grant project(s) and/or service(s)/activities are located and implemented. The applicant agrees to incorporate such safeguards and mandates into its implemented Plan. As the COVID-19 situation evolves, the applicant agrees that it will periodically update the Plan to conform to federal, state, and applicable county mandates. The Plan must be made immediately available to OHA upon request; and

13. Agree to indemnify and hold OHA and the State of Hawai‘i harmless for activities undertaken with grant funding, if awarded.

C. Fiscal Year 2021 Grantees & Fiscal Sponsor’s Eligibility

An applicant that received, or serves as a fiscal sponsor for two (2) or more Fiscal Year 2021 OHA programmatic grants is ineligible to receive this grant. Please note the ‘Ahahui event grants are excluded from this restriction.

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1 Fiscal Year 2021 programmatic grants include all grants that contain FY21-## in the solicitation number, indicating the funding was provided from OHA FY21 budget. The ‘Ahahui event grants are excluded from this restriction. If you have any questions regarding your eligibility for this grant as a current OHA grantee, please contact the Grant Program at grantsinfo@oha.org.
D. **Confidential Information**

Solicitation applications shall be open to public inspection after grantee selections and notice of awards, subject to the Uniform Information Practices Act (UIPA).

If an applicant believes any portion of an application contains information that should be withheld as confidential, such information shall be clearly marked and include justification to support confidentiality.

VI. **Submission of Applications**

A. **Application Deadline**

The deadline to submit a completed application in the OHA Grants Portal is Friday, March 19, 2021 at 2 p.m. The OHA Grants Portal deadline is preset.

No late applications will be allowed. Submission of an application in hard copy, by fax, or by email shall be rejected. There are no exceptions to this requirement.

Upon submittal of a final application and receipt by OHA, applicants will receive an automatic acknowledgement of receipt through an email.

B. **Multiple Applications**

Only one (1) application may be submitted by an organization for this solicitation. It is the responsibility of the applicant to understand the requirements of the solicitation.

C. **Additional Materials and Documentation**

Upon request from OHA, each applicant shall submit any additional materials and documentation reasonably required by OHA in its review of the applications.

D. **Solicitation Amendments**

OHA reserves the right to amend this solicitation at any time prior to the closing date for the final revised applications. Amendments will be posted to the OHA Grants webpage at [http://www.oha.org/grants](http://www.oha.org/grants).

E. **Cancellation of Solicitation**

The solicitation may be canceled and any or all applications may be rejected in whole or in part, when it is determined to be in the best interest of OHA.
F. **Rejection of Applications**

OHA reserves the right to consider only those applications submitted in accordance with all requirements set forth in this solicitation and comply with the service specifications. An application offering any other set of terms and conditions contradictory to those included in this solicitation may be rejected without further notice.

VII. **Grant Awards**

A. **Grant Award Period and Grant Award Amount**

The grant award period is for one (1) year. Subject to the availability of funds, a total of $335,994 in OHA funds will be provided for this solicitation with an anticipated start date of August 1, 2021 to July 31, 2022.

B. **Grant Award Funding Restrictions**

Funding will be allocated based on proposals submitted. Funding award amounts range from a minimum of $50,000 to a maximum of $150,000.

C. **Notice of Award**

A notification of award or non-award shall be provided to all applicants by email upon completion of the evaluation of applications and final award approvals.

D. **Grant Agreement**

All awards will be issued via a grant agreement with OHA. The grant agreement arising out of this solicitation is subject to the review of OHA Corporation Counsel as to form, to OHA executive final approval, and to all further approvals, as required by statute, regulation, rule, order, or other directive. No work is to be undertaken by the awardee prior to the grant commencement date. OHA is not liable for any costs incurred prior to the start date in the grant agreement.

E. **General and Special Conditions of the Grant Agreement**

The general conditions that will be imposed contractually will be made available upon award. Special conditions may also be imposed contractually by OHA, as deemed necessary.

F. **Availability of Funds**

The grant awards are subject to approval by OHA’s Board of Trustees and subject to the availability of funding.
I. Overview & Purpose

OHA is soliciting applications from nonprofit organizations that administer community-based project designed to provide support to Native Hawaiian ‘ohana and communities, needed as a result of the impacts of the COVID-19 pandemic. Proposals must identify specific services or activities that will be completed with the grant funds to mitigate the impact of COVID-19 in Native Hawaiian ‘ohana and communities. Project proposals may include, but are not limited to:

- The purchase of essential items, services, and/or resources for Native Hawaiian ‘ohana and community to be used for multiple purposes, including education, health, housing, employment, (e.g., electronic devices, internet access, phones, and MiFis or hotspots), with purchased items remaining the property of the applicant organization and used or loaned within Native Hawaiian communities.

- The purchase of essential household, living items for Native Hawaiian ‘ohana and community use (e.g., safety equipment or clothing for employment, personal protective equipment, diapers, personal hygiene items, cleaning and laundry supplies, food), with items purchased by the applicant organization and distributed to Native Hawaiian communities.

- Support for Native Hawaiian community members’ access to health-related costs (e.g., navigating insurance and health care systems, medication, transportation for medical care or service).

- Other resources or supports for Native Hawaiian ‘ohana and communities to mitigate the impact of COVID-19 and/or navigate the various systems to access ‘ohana and community resources, which are not currently provided through other networks, resources or services (i.e., gap services or gap beneficiaries). Note: supports for mortgage payments, mortgage down payments, rent deposits, rent payments, or utility services, are “out of scope” and not covered by this solicitation.

A. OHA’s 2020-2035 Strategic Plan Framework

Project proposals must align with OHA’s 2020-2035 Strategic Plan Framework, including the Strategic Foundations and the Strategic Outcome(s) related to the mitigation of the COVID-19 pandemic impacts in Native Hawaiian communities.

Strategic Foundations:
Applicants must align their project with one (1) or more of OHA’s Strategic Foundations. These foundations include:

- ‘Ohana
  OHA aims to promote healthy ‘ohana relationships by providing opportunities in communities to engage in ‘āina and mo‘omeheu based activities and initiatives as well as opportunities to engage in the wellbeing of their communities via civic participation and leadership.
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Section 2 – Service Specifications

- Moʻomeheu
  OHA aims to strengthen Native Hawaiian’s connection to culture by supporting opportunities to engage in ‘ōlelo and ‘ike activities and initiatives.

- ‘Āina
  OHA aims to strengthen our ancestral connection to ‘āina through responsible stewardship to preserve legacy lands and to responsibly develop economically viable lands.

Strategic Outcomes:
In addition, applicants must also align their project with one (1) or more of OHA’s Strategic Outcomes relating to mitigation of the COVID-19 pandemic impacts in Native Hawaiian communities.

Under OHA’s Strategic Direction of **Health Outcomes: Strategy 3: Advance policies, programs, and practices that strengthen Native Hawaiian wellbeing, including physical, spiritual, mental, and emotional health:**

- **Strategic Outcome 3.1:** Increased availability and access to quality, culturally based, and culturally adapted prevention and treatment interventions in ‘ohana, schools, and communities.

Under OHA’s Strategic Direction of **Quality Housing: Strategy 5: Advance policies, programs, and practices that strengthen Native Hawaiians’ resource management knowledge and skills to meet the housing needs of their ‘ohana:**

- **Strategic Outcome 5.3:** Increased safety, stability, social support networks, and cultural connection in Native Hawaiian communities.

Under OHA’s Strategic Direction of **Economic Stability: Strategy 7: Advance policies, programs, and practices that strengthen Native Hawaiian ohana’s abilities to pursue multiple pathways to economic stability:**

- **Strategic Outcome 7.3:** Increase number of Native Hawaiian ‘ohana who are resource-stable (financial, subsistence, other).

**B. Description of the Impact on Native Hawaiians**

Grantee must describe how the project will impact the Native Hawaiian community. The target population for these services and/or activities are Native Hawaiian individuals, ‘ohana, and communities who are directly or indirectly impacted by COVID-19. If the project includes direct payments to Native Hawaiian individuals or direct payments to an entity on a Native Hawaiian individual’s behalf, verification of the individual’s Native Hawaiian ancestry is required.

If applicable, the grantees must maintain proper documentation to demonstrate that project participants, who receive direct payment, meet the Native Hawaiian ancestry verification requirement.
C. **Geographic Coverage of Project Service or Activities**

Geographic coverage of the project’s service and/or activities areas include the island of Maui.

D. **Probable Funding Amounts, Budget Restrictions and Period of Availability**

Grants awarded as a result of this solicitation will be awarded for one (1) year. Subject to the availability of funds, a total of $335,994 in OHA funds will be provided for this solicitation. Funding will be allocated based on proposals submitted. Funding award amounts range from a minimum of $50,000 to a maximum of $150,000.

The one (1) year budget for administration of the project operating costs cannot exceed 25% of the total OHA grants funds. The minimum budget for OHA funds allocated to direct service is 75% of OHA grant funds).

II. **Scope of Work**

A. **Description of Project Services and/or Activities (Mandatory tasks and responsibilities)**

The applicant must be able to describe how the project services and/or activities address the needs of the Native Hawaiian community in the State of Hawai‘i and align with OHA’s Strategic Framework, refer to Section 2.I.A.

All services and/or activities provided by OHA funding must be free for Native Hawaiians to participate. No fees or costs shall be charged to Native Hawaiians for the OHA funded services and/or activities.

B. **Performance Measurements**

The applicant must be able to target, track, and report to OHA on project services and/or activities performance measures. The applicant shall submit individual Performance Measure Tables for each identified service area, if applicable. See Attachment A. Performance Measurement Table.

Project outputs reported to OHA must be a direct result of OHA’s funding for this project and must include the following:

1. **Service/Activities Outputs**
   a. Number of completed deliverables (e.g., number of items distributed by item type, amount of funds distributed by funding purpose, number of service hours) – Required, if applicable
   b. Number of impacted Native Hawaiian communities – Required, if applicable
2. Project Outputs
   a. Number of Native Hawaiians who completed intake/assessment – Required, if applicable
   b. Number of Native Hawaiians who received items, by item type – Required, if applicable
   c. Number of Native Hawaiians who received funds, by funding purpose – Required, if applicable
   d. Number of individuals who completed intake/assessment – Required, if applicable
   e. Number of individuals who received items, by item type – Required, if applicable
   f. Number of partners and collaborations – Required, if applicable

3. Outcomes
   a. Not applicable – no outcome reporting required as the focus of the COVID-19 impact and response grants

III. General Requirements

A. Administrative

If applicable, the applicant shall have facilities adequate for the project’s services and/or activities and must provide reasonable accommodations to assure capacity to deliver services to those participants with limited physical limitations in compliance with the American with Disabilities Act (ADA) requirements, as applicable.

The applicant shall have policies and procedures for all services including personnel standards, operating procedures, determination of client eligibility, documentation, record-keeping, data gathering, reporting, financial administration, quality assurance, monitoring and evaluation.

The applicant must assure and be responsible for the continuity of service activities in the event of staff illness, medical emergencies, vacancies, or other situations resulting in project resources that are less than proposed in the application. The applicant must not require nor depend on OHA’s staff to provide service activities in the event project resources are not available.

The applicant shall possess sufficient funds available for its effective operations of activities for the purpose funded by this grant.

Upon request, the applicant shall make available to OHA all records relating to operations, services, and activities that are funded by this grant.

If awarded, the applicant shall be required to provide an updated Certificate of Liability Insurance that names the State of Hawai‘i and the Office of Hawaiian Affairs as additional insureds.
*In response to COVID-19 concerns:

If awarded and your project can no longer be executed with the approved specifications due to changes in COVID-19 restrictions, a Grant Specialist will work with you to make revisions on a case-by-case basis.

B. Reporting Requirements for Project and Fiscal Data

Grantee shall be required to complete periodic reports on the OHA Grants Portal and upload reports on OHA forms to the OHA Grants Portal. Grant project reports shall consist of statements by the grantee relating to the work by the grantee that was accomplished during the reporting period. This shall include a narrative statement of the work performed, performance measures, expenditures incurred, invoice and assurance of services provided to Native Hawaiians. Additional reports may be required. Timely compliance with reporting requirements is required to continue to receive funding under the award.

When deemed necessary, OHA shall conduct on-site or virtual monitoring visit(s) with comprehensive evaluation of several areas of performance. Monitoring activities shall include review of conformance with standard grant requirements and may include interviews with staff and/or participants, participant surveys, review of agency files, accounting practices, case-record keeping, including invoice and document testing and internal control supports. Monitoring may also include review of project/participant files to ensure services are provided as reported. Grantee shall provide the necessary electronic links (e.g., Zoom, MS Teams invites) to enable OHA grant monitoring activities.

C. Financials

1. Automated Clearing House (ACH) Payments
   If awarded, grant payments to the Grantee shall be completed via automatic ACH payments. Grantee will be required to complete OHA’s ACH setup process.

2. Compensation
   An initial payment shall be made upon execution of the grant agreement and the submission of an invoice requesting payment, current Certificate of Liability Insurance and grantee press release announcing the award.

   Subsequent payments shall be made to the applicant in periodic disbursements, upon submission by the applicant, and approval by OHA, of progress reports, performance measurement tables, expenditure reports, and certification of Native Hawaiian Ancestry, if applicable. OHA shall retain up to ten percent (10%) of the total amount awarded for a final payment.

3. Method of Payment
   The method of payment will be cost reimbursement. The cost reimbursement will provide for payment of allowable incurred costs, to the extent prescribed in the grant agreement.
4. **Disallowed Costs**

OHA reserves the right not to fund any budget expenses it deems inappropriate, unreasonable, or unallowable. OHA grant funds may not be used to support costs incurred prior to the grant start date or not related to the grant. In addition, in general, OHA does not allow the following:

- Purchase of land or buildings;
- Purchase of motorized vehicles which includes boats;
- Purchase of alcohol;
- Promotional materials and items;
- Entertainment;
- Makana (Gifts);
- Out-of-State travel;
- Prizes/Awards;
- Gratuities; and
- Indirect Costs.

In-state travel and all transportation costs must be justified and reasonable. Travelers and travel must be deemed necessary for the purposes of the grant. Transportation costs (i.e., airfare, ground transportation, accommodations) to facilitate project services and/or activities must comply with all applicable, federal, state and county COVID-19 related orders. OHA will not be responsible for implications and/or impacts of grantee travel within the state related to COVID-19, civil or community unrest or jurisdictional matters.

Equipment purchased with OHA grant funding must be justified and continued to be used to benefit the Native Hawaiian community after the term of the grant.
Section 3 – Application Instructions

I. General Instructions for Completing the Application

1. All applicants shall first create an account in the online application system. Required information will include: organization legal name, EIN/Tax identification number, authorized signers, litigation, prior OHA funding and organization contact information. Application contacts shall be the primary points of contact for the application. Multiple users from an organization may access the organization account.

2. The grant application is accessed through the Grants Program page of the OHA website at http://www.oha.org/grants.

3. Online grant applications must be submitted by the deadline of Friday, March 19, 2021 at 2 p.m. Hawai‘i Standard Time (HST).


5. A response is required for each item. If the item does not apply to your proposal or if no information is available, answer “not applicable” or “N/A”. Do not leave any items blank. Failure to answer any of the items will restrict your ability to submit.

6. Required forms or supporting documents must be uploaded with each relevant section of the application. Uploads have size limits. To ensure sufficient space for all uploads it is recommended to use black/white, compressed, low resolution, text quality documents.

7. Application questions have character limits. Character count includes all letters, numbers, symbols, blank spaces, and diacritical marks. Grants Portal accepts diacritical marks, please utilize where appropriate.
The application and evaluation process will be conducted in two phases as follows:

- **Phase 1 – Application**
- **Phase 2 – Evaluation & Recommendation of Award**

## I. Phase 1 – Application

During the evaluation, each applicant may be awarded up to **100 points**. The points will be distributed as follows:

<table>
<thead>
<tr>
<th>Scoring System</th>
<th>a. Basic Information &amp; Purpose</th>
<th>b. Background, Capacity &amp; Experience</th>
<th>c. Project Design</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Basic Information &amp; Purpose</td>
<td>0 Points</td>
<td>25 Points</td>
<td>30 Points</td>
</tr>
<tr>
<td>B1. Background &amp; Capacity</td>
<td>10</td>
<td>5</td>
<td>10</td>
</tr>
<tr>
<td>B2. Experience Proposed Services</td>
<td>0</td>
<td>7 to 8</td>
<td>4</td>
</tr>
<tr>
<td>B3. Experience-Native Hawaiian Clients/Participants</td>
<td>Not Applicable</td>
<td>13 to 15</td>
<td>13 to 15</td>
</tr>
<tr>
<td>C1. Needs Assessment &amp; Program/Project Impact</td>
<td>15</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>C2. Program/Project Design</td>
<td>5</td>
<td>10</td>
<td>10</td>
</tr>
</tbody>
</table>

### Exceeds Expectation
- A. Basic Information & Purpose: 10
- B1. Background & Capacity: 5
- B2. Experience Proposed Services: 7 to 8
- B3. Experience-Native Hawaiian Clients/Participants: Not Applicable
- C1. Needs Assessment & Program/Project Impact: 13 to 15
- C2. Program/Project Design: 13 to 15

### Meets Expectation
- A. Basic Information & Purpose: 7 to 8
- B1. Background & Capacity: 4
- B2. Experience Proposed Services: Not Applicable
- B3. Experience-Native Hawaiian Clients/Participants: 7 to 9
- C1. Needs Assessment & Program/Project Impact: 10 to 12
- C2. Program/Project Design: 10 to 12

### Good
- A. Basic Information & Purpose: 5 to 6
- B1. Background & Capacity: 3
- B2. Experience Proposed Services: Not Applicable
- B3. Experience-Native Hawaiian Clients/Participants: 7 to 9
- C1. Needs Assessment & Program/Project Impact: 7 to 9
- C2. Program/Project Design: 7 to 9

### Fair
- A. Basic Information & Purpose: 3 to 4
- B1. Background & Capacity: 2
- B2. Experience Proposed Services: Not Applicable
- B3. Experience-Native Hawaiian Clients/Participants: 4 to 6
- C1. Needs Assessment & Program/Project Impact: 4 to 6
- C2. Program/Project Design: 4 to 6

### Poor
- A. Basic Information & Purpose: 1 to 2
- B1. Background & Capacity: 1
- B2. Experience Proposed Services: Not Applicable
- B3. Experience-Native Hawaiian Clients/Participants: 1 to 3
- C1. Needs Assessment & Program/Project Impact: 1 to 3
- C2. Program/Project Design: 1 to 3

### Not Acceptable
- A. Basic Information & Purpose: 0
- B1. Background & Capacity: 0
- B2. Experience Proposed Services: 0
- B3. Experience-Native Hawaiian Clients/Participants: 0
- C1. Needs Assessment & Program/Project Impact: 0
- C2. Program/Project Design: 0
In evaluating the applications, the following scoring system shall be used:

<table>
<thead>
<tr>
<th>Exceeds Expectation</th>
<th>All application requirements are met, and several are exceeded, application response clearly and effectively articulates project and is an exemplar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meets Expectation</td>
<td>All application requirements are met and application response clearly articulates project</td>
</tr>
<tr>
<td>Good</td>
<td>Several (but not all) application requirements are met and/or application response reasonably articulates project</td>
</tr>
<tr>
<td>Fair</td>
<td>A few application requirements are met and/or application response somewhat articulates project</td>
</tr>
<tr>
<td>Poor</td>
<td>Most (but not all) application requirements are not met and/or application response poorly articulates project</td>
</tr>
<tr>
<td>Not Acceptable</td>
<td>Application requirements missing and/or application response does not articulate project</td>
</tr>
</tbody>
</table>

**EVALUATION CATEGORIES**

**A. Basic Information & Required Documents (0 Total Points)**

1. **Organization Name** – The applicant shall provide its organization name.

2. **Project Name** – The applicant shall provide the name of the project.

3. **Purpose Statement** – The applicant shall provide a short statement that describes the project and its purpose. The statement should include project objective, target population and intended impact. For example: “The purpose of this project is to provide [service/object] to [target group/population] to [intended result/impact].”

4. **Number of Native Hawaiians to be Served** – The applicant shall indicate the total number of Native Hawaiian individuals that the project intends to serve through OHA funding.

5. **Island Location** – The applicant shall indicate the island solicitation for which they are applying. Select one island: Oʻahu, Hawaiʻi, Maui, Kauaʻi, Molokaʻi, or Lānaʻi.

6. **Amount Requested** – The applicant shall indicate the amount of money being requested from OHA for the project. Minimum Amount: $50,000 Maximum Amount: $150,000.

7. **Fiscal Sponsor** – If the applicant is a Fiscal Sponsor, the applicant shall provide the name of the sponsored organization. A Fiscal Sponsor is an organization that has been designated to be a nonprofit organization by the Internal Revenue Service (IRS) and has agreed to act as the sponsoring organization for a sponsored organization applying for this grant.
8. **Project Contacts** – The applicant shall provide contact information (name, title, mailing address, phone number, email address) for a Primary Project Contact and Secondary Project Contact for the grant agreement. Project Contacts must be familiar with the project.

9. **Authorized Signatory – Legal and Financial Agreements** – The applicant shall identify individuals that have signing authority over legal and financial agreements for the organization, including name(s) and position title(s).

10. **Litigation** – The applicant shall disclose any pending litigation to which they are a party, including disclosure of any outstanding judgement.

11. **Governing Board and Executive Team** – The applicant shall list the organization’s governing board and executive team. The list shall include board/executive team members’ names and titles.

12. **Licenses or Permits** – The applicant shall certify that applicable licenses and/or permits required for the project have been secured or will be secured to implement the grant.

13. **Sufficient Funds Available** – The applicant shall certify that it has sufficient funds available for the effective operation of the proposed services and/or activities in the grant application.

14. **COVID-19 Preparedness and Response Plan** – The applicant shall certify that if awarded this grant, the applicant, now grantee, will develop and implement a COVID-19 Preparedness & Response Plan (Plan). The purpose of the Plan is to minimize or eliminate exposure to SARS-CoV-2 (commonly referred to as COVID-19) for all grant related participants (e.g., project participants, contractors, employees, community members). The Plan must provide general safeguards for project location(s) as well as federal, State of Hawai‘i and applicable county mandates where the grant project(s) and/or services/activities are located and implemented. The applicant agrees to incorporate such safeguards and mandates into its implemented Plan. As the COVID-19 situation evolves, the applicant agrees that it will periodically update the Plan to conform to federal, state and applicable county mandates. The Plan must be made immediately available to OHA upon request.

**Required Documents to Upload**

The applicant shall upload the following documents:

1. **IRS Letter of Determination** – The applicant must have IRS tax-exempt nonprofit status registered to do business in the State of Hawai‘i. The applicant shall upload the organization’s IRS Letter of Determination verifying tax-exempt nonprofit status. If the applicant is using a fiscal sponsor, the fiscal sponsor’s IRS Letter of Determination is required. See Attachment B. Sample - IRS Letter of Determination.
2. **Certificate of Vendor Compliance (CVC)** – The applicant shall upload the Certificate of Vendor Compliance issued by the State of Hawai‘i. To obtain this document, applicants must register with Hawai‘i Compliance Express online at [http://vendors.ehawaii.gov](http://vendors.ehawaii.gov). This certificate must be current within three (3) months of this application deadline. If the applicant is using a fiscal sponsor, only the fiscal sponsor’s CVC is required. See Attachment C. Sample - HCE Certificate of Vendor Compliance.

3. **Application Authorization Form** – The applicant shall upload the Application Authorization Form. This form needs to be completed and signed by the organization’s authorized signatory. The authorized signatory has the legal power delegated by an organization’s authoritative body (such as the Board of Directors) to sign and submit the OHA Grant Application. See Attachment D. Application Authorization Form.

4. **Board Governance Certification Form** – The applicant shall upload the Board Governance Certification Form. The organization’s Board Chair or other designated representative of the organization’s Board must sign this form. The certification verifies that the organization has bylaws and/or policies that govern how business is conducted which includes conflicts of interest and nepotism policies. See Attachment E. Board Governance Certification Form.

5. **Fiscal Sponsor and Sponsored Organization Certification Forms** – A Fiscal Sponsor is an organization that has been designated to be a nonprofit organization by the Internal Revenue Service (IRS) and has agreed to act as the sponsoring organization for a sponsored organization applying for this grant. (Not Required to complete if you are not a Fiscal Sponsor) Two forms must be completed and uploaded: the Fiscal Sponsor Certification form and the Sponsored Organization Certification form. The Board Chair of the Fiscal Sponsor shall sign the Fiscal Sponsor Certification Form. The Fiscal Sponsor must submit the form with the application eligibility documents. The Board Chair of the sponsored organization is required to sign the Sponsored Organization Certification form. The Fiscal Sponsor shall submit the form with the application eligibility documents. See Attachment F. Fiscal Sponsor Certification Form and Attachment G. Sponsored Organization Certification Form.

6. **Current Certificate of Liability Insurance** – The applicant shall upload a copy of the organization’s current Certificate of Liability Insurance. If the applicant does not have liability insurance, the applicant shall upload a letter explaining why the applicant does not have liability insurance. If awarded, the applicant shall be required to provide an updated Certificate of Liability Insurance that names the State of Hawai‘i and the Office of Hawaiian Affairs as additional insureds; otherwise, the award will be rescinded by OHA.

**B. Background, Capacity & Experience (25 Total Points)**

The applicant shall provide information on the applicant’s background and capacity and previous experience for the services and/or activities that are proposed and the applicant’s work with the Native Hawaiian community.
1. **Background & Capacity (10 Points)**
   The applicant shall clearly describe the organization mission, governing structure, and prior funding experience to give evaluators a sense of organizational capacity to implement the project. The applicant shall identify and provide information regarding prior sources of funding: federal, state, city/county, private foundation, and a list of prior OHA funding for the last three (3) years. The applicant shall identify all personnel and/or consultants dedicated to the project and include a description of the duties and qualifications of the position(s) as well as the FTE being dedicated to this project. If consultants are used, applicant shall provide a justification for the use of contracted services and provide contracted duties and responsibilities. Please do not upload job descriptions or resumes with the application.

2. **Experience in Proposed Services (5 Points)**
   [Three (3) years minimum required]
   The applicant shall clearly demonstrate and describe meaningful prior experience providing the project. Applicant states the number of years services have been provided and lists projects with dates of service. If a consultant/contractor is used, the applicant must also detail the consultant/contractor’s prior experience providing the proposed services.

3. **Fifty Percent (50%) or more Native Hawaiian Client/Participant Base (10 Points)**
   The applicant shall clearly demonstrate that the applicant’s current primary client/participant base is comprised of 50 percent or more Native Hawaiians. The applicant shall provide sufficient information and data on how the applicant derived the percentage provided. Zero (0) points will be awarded for a Native Hawaiian Client/Participant Base of less than 50% and the full 10 points will be awarded for a Native Hawaiian Client/Participant Base of 50% or more.

C. **Project Design (30 Total Points)**

1. **Needs Assessment & Project Impact (15 Points)**
   Using data and evidence-based knowledge, the applicant shall clearly demonstrate that the target Native Hawaiian population has been impacted by the COVID-19 pandemic and has a high need/demand for the project. Additionally, the applicant shall clearly demonstrate how the project will address a gap in current programming, services, or federal, state, and private funding. The applicant shall provide the total number of Native Hawaiian individuals to be served. The applicant shall also clearly demonstrate that the project will have a significant impact on the Native Hawaiian community.

2. **Project Design (15 Points)**
   The applicant shall clearly describe the project in detail to provide a comprehensive and complete picture of the total project design including project details, tasks and activities, and other pertinent information. The applicant shall provide a detailed list of the proposed scope of services, i.e., list each service/activity in detail that will be implemented.
D. **Project Delivery (15 Total Points)**

1. **Project Plan (5 Points)**
   The applicant shall upload the Project Plan Worksheet for the one-year grant period and detail the project design, including project objectives, activities, time frame, and staff responsible. The Project Plan shall be comprehensive and demonstrates reasonableness and achievability of activities in proposed time frame in alignment to OHA’s Strategic Plan Framework. See Attachment H. Project Plan Worksheet.

   - **Project Objectives** – Identifies desired outcomes of services to accomplish solicitation goals; should include relevant performance measures.
   - **Activities** – Identifies specific activities and tasks to meet project objectives. This includes services to participants as well as activities related to project management.
   - **Time Frame** – Identifies timeline, duration, and/or frequency for activities through the one-year grant period to assist OHA in monitoring project progress.
   - **Staff/Consultant Responsible** – Identifies the specific staff positions and/or consultants assigned to each activity.

2. **Outreach Strategies and Collaborations (10 Points)**
   The applicant shall provide outreach strategies to effectively reach Native Hawaiian community members impacted by COVID-19 and demonstrate the ability to collaborate with other organizations to assist in outreach and/or project delivery and/or implementation. The applicant shall demonstrate the capability to coordinate with other agencies and resources in the community to ensure target population receives needed services. The applicant shall upload Letters of Commitment from each collaborating organization. The letters shall specify how the collaborating organization intends to support the applicant’s grant with an actual commitment of time, money, personnel, facilities, or resources to support the applicant’s proposed services.

E. **Evaluation (5 Total Points)**

**Quality Assurance** - The applicant shall clearly demonstrate effective quality assurance planning for the project. The quality assurance plan shall be sufficient to assure consistent and high quality of administration and services and timely response when project problems arise. The quality assurance plan shall outline measures to ensure the continuity of services and/or activities in the event of staff illness, medical emergencies, vacancies, or other situations resulting in project resources that are less than proposed in the application.

**Outputs** - The applicant shall include information on how the outputs will be tracked and documented in the participants’ files and/or project records. The applicant shall describe what is considered project success and how it will be measured. The applicant shall describe what evidence or documentation will be used to verify project accomplishments.
Performance Measurement Table - The applicant shall complete and upload the OHA Performance Measurement Table and indicate target outputs. The Performance Measurement Table target outputs appear reasonable and achievable. Measures required by this solicitation are included in the Performance Measurement Table. The applicant shall provide projected year-end targets. The applicant shall upload individual Performance Measurement Tables for each service area, if applicable. See Attachment A. Performance Measurement Table.

F. Alignment with OHA’s 2020-2035 Strategic Plan Framework (20 Total Points)

The applicant shall clearly demonstrate that the project aligns with OHA’s 2020-2035 Strategic Plan Framework’s Strategic Foundations and Strategic Directions.

1. Strategic Foundations (10 Points)
   The applicant shall clearly demonstrate the project is aligned with one or more of OHA’s Strategic Foundations. These foundations include:
   
   • ‘Ohana
     OHA aims to promote healthy ‘ohana relationships by providing opportunities in communities to engage in ‘āina and mo‘omeheu based activities and initiatives as well as opportunities to engage in the wellbeing of their communities via civic participation and leadership.
   
   • Mo‘omeheu
     OHA aims to strengthen Native Hawaiian’s connection to culture by supporting opportunities to engage in ʻōlelo and ‘ike activities and initiatives.
   
   • ‘Āina
     OHA aims to strengthen our ancestral connection to ‘āina through responsible stewardship to preserve legacy lands and to responsibly develop economically viable lands.

2. Strategic Directions - Strategic Outcome (10 Points)
   The applicant shall clearly demonstrate that the project is aligned with one (1) or more of OHA’s Strategic Outcomes relating to mitigation of the COVID-19 pandemic’s impacts in Native Hawaiian communities.

   Under OHA’s Strategic Direction of Health Outcomes: Strategy 3: Advance policies, programs, and practices that strengthen Native Hawaiian wellbeing, including physical, spiritual, mental, and emotional health:
   
   • Strategic Outcome 3.1: Increased availability and access to quality, culturally based, and culturally adapted prevention and treatment interventions in ‘ohana, schools, and communities.
Under OHA’s Strategic Direction of **Quality Housing**: **Strategy 5**: Advance policies, programs, and practices that strengthen Native Hawaiians’ resource management knowledge and skills to meet the housing /needs of their ʻohana:

- **Strategic Outcome 5.3**: Increased safety, stability, social support networks, and cultural connection in Native Hawaiian communities.

Under OHA’s Strategic Direction of **Economic Stability**: **Strategy 7**: Advance policies, programs, and practices that strengthen Native Hawaiian ohana’s abilities to pursue multiple pathways to economic stability:

- **Strategic Outcome 7.3**: Increase number of Native Hawaiian ʻohana who are resource-stable (financial, subsistence, other).

If more than one strategic direction is selected, the applicant shall indicate how much of the project resources will be allocated to each strategic direction. No one direction is valued higher than another and the application score will not increase if funds are allocated to more than one area. This information will be used to gain insights to and understand alignment of OHA funded projects in the community.

<table>
<thead>
<tr>
<th>Direction</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Educational Pathways</td>
<td>n/a</td>
</tr>
<tr>
<td>Health Outcomes</td>
<td></td>
</tr>
<tr>
<td>Quality Housing</td>
<td></td>
</tr>
<tr>
<td>Economic Stability</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>100%</td>
</tr>
</tbody>
</table>

**G. Financial Capacity (5 Total Points)**

**Budget**

The budget demonstrates that the applicant has a complete, accurate, and justified budget that aligns with and supports the proposed service delivery and/or activities. Budget Forms shall be complete and accurate. The budget shall include all project expenses, even those costs not being requested from OHA. The budget shall detail calculations for budget items to demonstrate that costs are reasonable. The budget shall provide adequate information to justify that costs are relevant to proposed service and/or activity. Justifications shall explain the appropriateness and relevance of project costs to the anticipated service and/or activities and planned output. Budget columns shall include the following:

- **Budget Category**: *See Budget Category Table;*
- **OHA Funds**: amount requested from OHA;
- **Other Funds**: amount to be funded by other sources; and
- **Description and justification**: *See Budget Category Table.*

The applicant shall complete and upload the required OHA Budget Form to provide an itemized breakdown of project costs. *See Attachment I. Sample – Completed Budget Form.*
The one (1) year budget for project operating costs cannot exceed 25% of OHA grants funds. The minimum budget for OHA funds allocated to direct service is 75% of OHA grant funds).

**Accounting Management**

The applicant shall demonstrate that it has the accounting system and procedures to assure proper and sound fiscal administration of funding is effective and can adequately support the project. The applicant shall identify whether their organization has dedicated accounting staff. If there is no dedicated staff, explain who manages your finances/accounting systems and include the position title. The applicant shall describe the financial systems and/or processes in place to manage grant funding from separate sources.

<table>
<thead>
<tr>
<th>Budget Category Table</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel - Salaries</strong></td>
</tr>
</tbody>
</table>
| **Description:** Costs of employee salaries and wages.  
 **Justification:** Identify key project staff positions. For each staff person, provide: position title, time commitment to the project as a percentage or full-time equivalent, and annual salary. |
| **Personnel – Other Costs** |
| **Description:** Costs of employees (Federal and State requirements) which may include payroll taxes, assessments, and fringe benefits.  
 **Justification:** Provide a breakdown of the amounts and percentages (FICA, unemployment insurance, etc.). |
| **Contractual Services** |
| **Description:** Costs of all contracts for professional services or consultant services necessary for the project that are not regularly part of the organization’s staff. Include project specific and administrative services contracts and subcontractors as related to the project.  
 **Justification:** Explain and justify why these services are being contracted. |
| **Equipment - Purchase** |
| **Description:** “Equipment” means an article including items of personal property, as distinguished from real property, having a useful life of more than one year and an acquisition cost of $500 or more per unit.  
 **Justification:** For each type of equipment requested, provide a description of the item and its relevance to the project, the cost per unit, and the number of units.  
 **Note:** Equipment purchased with OHA grant funding must continue to be used to benefit the Hawaiian community after the term of the OHA grant. |
| **Equipment - Lease/Rental** |
| **Description:** Costs of equipment lease or rental as related to the project services.  
 **Justification:** Provide computations, price quote, narrative description, and a justification for each cost under this category. |
### Budget Category Table

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Postage, Freight &amp; Delivery</strong></td>
<td>Costs of mailing, shipping, or delivery as related to project.</td>
<td>Provide computations, a narrative description, and a justification for each cost under this category.</td>
</tr>
<tr>
<td><strong>Publication &amp; Printing</strong></td>
<td>Costs may include items such as outreach materials, client forms, or other project related educational materials.</td>
<td>Provide computations, a narrative description, and a justification for each cost under this category.</td>
</tr>
<tr>
<td><strong>Supplies</strong></td>
<td>Costs of materials and equipment other than that included under the Equipment category. Costs may include office supplies related to service delivery, educational materials, or project-specific supplies.</td>
<td>Specify general supplies and their costs. Show computations and provide other information that supports the amount requested.</td>
</tr>
<tr>
<td><strong>Staff Travel</strong></td>
<td>Costs of project-related travel by applicant employees that may include airfare, vehicle rental, mileage, or lodging. Costs can be for in-state travel only.</td>
<td>For each trip, show the total number of travelers, travel destination, and purpose of trip as it relates to project. Provide computations, price quote, narrative description, and a justification for each cost under this category.</td>
</tr>
<tr>
<td><strong>Participant Transportation</strong></td>
<td>Costs of transportation for participants to project-related services, which may include airfare, vehicle rental, gas, mileage, parking fees, etc. Transportation is for In-State transportation only.</td>
<td>Provide computations, a narrative description, and a justification for each cost under this category.</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>Enter all other costs not included above.</td>
<td>Provide computations, a narrative description, and a justification for each cost under this category.</td>
</tr>
</tbody>
</table>
Disallowed Costs
OHA reserves the right not to fund any budget expenses it deems inappropriate, unreasonable, or unallowable. OHA grant funds may not be used to support costs incurred prior to the grant start date or not related to the grant. In addition, in general, OHA does not allow the following:

- Purchase of land or buildings;
- Purchase of motorized vehicles which includes boats;
- Purchase of alcohol;
- Promotional materials and items;
- Entertainment;
- Makana (Gifts);
- Out-of-State travel;
- Prizes/Awards;
- Gratuities; and
- Indirect Costs.

In-state travel and all transportation costs must be justified and reasonable. Travelers and travel must be deemed necessary for the purposes of the grant. Transportation costs (i.e., airfare, ground transportation, accommodations) to facilitate project services and/or activities must comply with all applicable, federal, state and county COVID-19 related orders. OHA will not be responsible for implications and/or impacts of grantee travel within the state related to COVID-19, civil or community unrest or jurisdictional matters.

Equipment purchased with OHA grant funding must be justified and continued to be used to benefit the Native Hawaiian community after the term of the grant.

II. Phase 2 – Evaluation & Recommendation of Award

The evaluation of applications received in response to this solicitation shall be conducted comprehensively, fairly, and impartially. An evaluation committee of designated reviewers shall review and evaluate applications. The evaluation committee may be comprised of OHA employees and/or community representatives with experience in and knowledge of project services. The applications with the highest scores shall be reviewed and subject to recommendation of award.

The recommendations of award shall be presented to OHA’s Board of Trustees for approval. An email notification of award or non-award will be sent to applicants via the OHA Grants Portal.
Section 5 – Attachments

A. Performance Measurement Table
B. Sample – IRS Letter of Determination
C. Sample – HCE Certificate of Vendor Compliance (CVC)
D. Application Authorization Form
E. Board Governance Certification Form
F. Fiscal Sponsor Certification Form
G. Sponsored Organization Certification Form
H. Project Plan Worksheet
I. Sample - Completed Budget Form
J. Sample - Grant Agreement
### Attachment A. Performance Measurement Table

**PERFORMANCE MEASUREMENT TABLE**
Solicitation No. 21-04-03. Maui COVID-19 Impact and Response Grant

**Organization:**

All numbers should reflect actual expected unduplicated outputs and outcomes to be achieved by the applicant. A Performance Table is required for each county.

<table>
<thead>
<tr>
<th>Outputs</th>
<th>2021-22</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of completed deliverables (e.g., number of items distributed by item type, amount of funds distributed by funding purpose, number of service hours) – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of impacted Native Hawaiian communities – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of Native Hawaiians who completed intake/assessment – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of Native Hawaiians who received items, by item type – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of Native Hawaiians who received funds, by funding purpose – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of individuals who completed intake/assessment – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of individuals who received items, by item type – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of partners and collaborations</td>
<td></td>
</tr>
<tr>
<td><em>Add other Outputs</em></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcomes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable – no outcome reporting required</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Reporting Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participant surveys, participant stories or testimonials, project videos or reports - if applicable</td>
</tr>
</tbody>
</table>
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (DO/CG)
Attachment C. Sample – HCE Certificate of Vendor Compliance (CVC)

STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs.

Vendor Name: ORGANIZATION NAME

DBA/Trade Name: ORGANIZATION NAME

Issue Date: 09/10/2016

Status: Compliant

Hawaii Tax#: W12345678-01
FEIN/SSN#: XX-XXXX1234
UI#: No record
DCCA FILE#: 11499

Status of Compliance for this Vendor on issue date:

<table>
<thead>
<tr>
<th>Form</th>
<th>Department(s)</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>A-6</td>
<td>Hawaii Department of Taxation</td>
<td>Compliant</td>
</tr>
<tr>
<td></td>
<td>Internal Revenue Service</td>
<td>Compliant</td>
</tr>
<tr>
<td>COGS</td>
<td>Hawaii Department of Commerce &amp; Consumer Affairs</td>
<td>Exempt</td>
</tr>
<tr>
<td>LIR27</td>
<td>Hawaii Department of Labor &amp; Industrial Relations</td>
<td>Compliant</td>
</tr>
</tbody>
</table>

Status Legend:

- Exempt: The entity is exempt from this requirement.
- Compliant: The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards.
- Pending: The entity is compliant with DLIR requirement.
- Submitted: The entity has applied for the certificate but it is awaiting approval.
- Not Compliant: The entity is not in compliance with the requirement and should contact the issuing agency for more information.
**APPLICATION AUTHORIZATION FORM**

<table>
<thead>
<tr>
<th><strong>Organization:</strong></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><em>Legal Entity Name (ex. H&amp;B Foundation, Inc. dba Nā Mele Hawai‘i)</em></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Address:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Street Address</em></td>
<td><em>City</em></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
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<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Mailing Address (if different from Street Address)</em></td>
<td><em>City</em></td>
</tr>
</tbody>
</table>

The authorized signatory below certifies that they have legal power delegated by an organization’s authoritative body (such as the Board of Directors) to sign and submit the OHA grant application.

This application has been reviewed and approved by this organization's policy-making body.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td><em>Authorized Representative Signature</em></td>
<td><em>Authorized Representative (Type or Print Name)</em></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><em>Title of Authorized Representative</em></td>
<td><em>Date of Application</em></td>
</tr>
</tbody>
</table>
Attachment E. Board Governance Certification

BOARD GOVERNANCE CERTIFICATION

On behalf of ________________________ (the “Organization”), I hereby certify that:

Organization Name

1) the members of the Organization's governing board have no material conflict of interest and serve without compensation;

2) the Organization's governing board has bylaws or policies that describe the manner in which business is conducted and policies relating to nepotism and management of potential conflict of interest situations; and

3) the Organization employs or contracts with no two or more members of a family or kin of the first or second degree of consanguinity (i.e., a spouse, parent, child, grandparent, grandchild, or sibling of another employee or contractor of the Organization. If the Organization employs or contracts with two or more members of a family or kin as stated above, the Organization confirms that it has policies that govern nepotism and potential conflict of interest situations.

By signing below, I confirm that I am authorized to certify the Organization's compliance with the requirements of HRS §10-17(c)(2), as listed above, and that I am responsible for the certification made herein. I understand that the Office of Hawaiian Affairs (OHA) may make a written request(s) for additional information from the Organization, in fulfillment of OHA’s responsibilities under HRS Chapter 10.

__________________________________________  __________________________________________
Authorized Board Representative Signature  Title of Authorized Board Representative

__________________________________________
Authorized Board Representative (Type or Print Name)
Grant Solicitation No. OHA 21-04-03. Maui
Section 5 – Attachments
Attachment F. Fiscal Sponsor Certification Form

Attachment F. Fiscal Sponsor Certification Form

FISCAL SPONSOR CERTIFICATION

As the Fiscal Sponsor named below, we have agreed to act as Fiscal Sponsor for the Sponsored Organization __________________ for the Office of Hawaiian Affairs grant application for the following solicitation: __________________________.

We understand that:

1. If awarded, the Fiscal Sponsor will sign the OHA grant agreement as the Grantee.

2. The Fiscal Sponsor will be responsible for complying with the terms of the grant agreement and noncompliance with grant agreement terms and conditions may result in both the Fiscal Sponsor and Sponsored Organization being deemed ineligible for future OHA grant funds in accordance with the Grant Program Noncompliance Policy and the grant agreement.

3. The Fiscal Sponsor will be the recipient and administrator of the grant funds and is legally and financially responsible for ensuring that the funds are used for the purposes stated in the grant agreement and is responsible for ensuring that grant agreement reporting requirements are met.

4. The Sponsored Organization is also legally and financially responsible for the administration of the grant and grant funding.

I have received formal approval from our Board of Directors to execute this certification form.

__________________________________________
Name of Fiscal Sponsor Organization

__________________________________________
Board Chair of Fiscal Sponsor Organization
[Print & Sign Name]
Attachment G. Sponsored Organization Certification Form

SPONSORED ORGANIZATION CERTIFICATION

(Fiscal Sponsor Organization Name) ______________________ has agreed to act as Fiscal Sponsor for our Office of Hawaiian Affairs grant application for the following solicitation: ____________________.

We understand that:

1. If awarded, the Fiscal Sponsor will sign the OHA grant agreement as the Grantee.

2. The Fiscal Sponsor will be responsible for complying with the terms of the grant agreement and noncompliance with grant agreement terms and conditions may result in both the Fiscal Sponsor and Sponsored Organization being deemed ineligible for future OHA grant funds in accordance with the Grant Program Noncompliance Policy and the grant agreement.

3. The Fiscal Sponsor will be the recipient and administrator of the grant funds and is legally and financially responsible for ensuring that the funds are used for the purposes stated in the grant agreement and is responsible for ensuring that grant agreement reporting requirements are met.

4. The Sponsored Organization is also legally and financially responsible for the administration of the grant and grant funding.

I have received formal approval from our Board of Directors to execute this certification form.

__________________________________________
Name of Sponsored Organization

__________________________________________  ____________
Board Chair of the Sponsored Organization       Date

[Print & Sign Name]

REV. 3/1/2021
## Attachment H. Project Plan Worksheet

<table>
<thead>
<tr>
<th>Project Objective</th>
<th>Activity</th>
<th>Time Frame</th>
<th>Staff Responsible</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

**Organization Name:**

**Project Name:**

**Page Number:**
### Attachment I. Sample – Completed Budget Form

**Organization:** _________________________________

**Project:** _________________________________

<table>
<thead>
<tr>
<th>Budget Category - Item</th>
<th>OHA Funds Requested</th>
<th>Other Funds</th>
<th>Description &amp; Justification</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Personnel - Salaries</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Program Manager</td>
<td>$39,000</td>
<td></td>
<td>.50 FTE staff and manage grant</td>
</tr>
<tr>
<td>Assistant Program Manager</td>
<td>$25,000</td>
<td></td>
<td>.75 FTE staff</td>
</tr>
<tr>
<td><strong>Personnel – Other Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Payroll Taxes</td>
<td>$3,840</td>
<td></td>
<td>State, Federal Taxes, FICA, Unemployment Insurance, Medicare, Worker's Comp.</td>
</tr>
<tr>
<td>Fringe Benefits</td>
<td>$</td>
<td></td>
<td>Medical Insurance Premiums</td>
</tr>
<tr>
<td><strong>Contractual Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Accounting</td>
<td>$6,000</td>
<td></td>
<td>.20 FTE Monitor grant expenditures</td>
</tr>
<tr>
<td><strong>Equipment - Purchase</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Equipment - Lease/Rental</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copier Lease</td>
<td>$975</td>
<td></td>
<td>Percentage of lease for copier</td>
</tr>
<tr>
<td><strong>Insurance</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Facilities</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rent</td>
<td>$7,500</td>
<td></td>
<td>Percentage of lease rent for facilities for project</td>
</tr>
<tr>
<td>Utilities - phone, water</td>
<td>$1,500</td>
<td></td>
<td>Percentage of utility for facilities for project</td>
</tr>
<tr>
<td><strong>Mileage</strong></td>
<td>$700</td>
<td></td>
<td>Staff travel mileage to travel to different island sites</td>
</tr>
<tr>
<td><strong>Postage, Freight, Delivery</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Postage</td>
<td>$500</td>
<td></td>
<td>Postage for bulk mailing: flyers, brochures.</td>
</tr>
<tr>
<td><strong>Project Activities</strong></td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Publication &amp; Printing</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Printing of outreach materials</td>
<td>$2,000</td>
<td></td>
<td>Printing of workshop flyers &amp; project handouts</td>
</tr>
<tr>
<td>Budget Category - Item</td>
<td>OHA Funds Requested</td>
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<td>Description &amp; Justification</td>
</tr>
<tr>
<td>-------------------------</td>
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<td>----------------------------------------------------------------</td>
</tr>
<tr>
<td>Repair &amp; Maintenance</td>
<td>$</td>
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<tr>
<td>Supplies</td>
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<td></td>
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<td>$ 2,000</td>
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<td>4 trips to site for designated staff for assessment and repatriation services</td>
</tr>
<tr>
<td>Participant Transportation</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OHA FUNDS REQUESTED</td>
<td>$ XX</td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER FUNDS REQUESTED</td>
<td></td>
<td>$ XX</td>
<td></td>
</tr>
</tbody>
</table>
The actual grant agreement may include provisions not provided in the sample agreement.

AGREEMENT

THIS AGREEMENT is made as of this ________ day of _____________, 2020, by and between the OFFICE OF HAWAIIAN AFFAIRS, a body corporate, existing under the Constitution of the State of Hawai‘i, by its Ka Pou Nui, Chief Operating Officer, Casey Brown (‘COO”), acting by and on behalf of its Ka Pouhana, Chief Executive Officer, Sylvia M. Hussey, Ed.D. (“CEO”) pursuant to Revised Operational Authority Delegation Hierarchy dated July 3, 2018, and the Board of Trustees, respectively, whose principal place of business and mailing address is 560 North Nimitz Highway, Suite 200, Honolulu, Hawai‘i, 9XXX, hereinafter referred to as “OHA”, and XXXX a 501(c)3 Domestic nonprofit corporation, whose principal place of business and mailing address is XXXX, Honolulu, Hawai‘i XXXX (Federal Employee Identification Number XXXX), hereinafter referred to as “GRANTEE”.

W I T N E S S E T H:

WHEREAS, one of the purposes for which OHA has been established is to better the conditions of Hawaiians as defined in Section 10-2, Hawai‘i Revised Statutes (“HRS”); and

WHEREAS, OHA was established to better the conditions of Native Hawaiians and Hawaiians as defined in HRS sections 10-2, 10-4(4), 10-4(6) and 10-4(8), and other applicable law(s), as amended; and

WHEREAS, the expenditure of funds as proposed in this Agreement is intended for the betterment of conditions of native Hawaiians and Hawaiians as set forth in section 10-3(1) and 10-3(2), HRS, and is consistent with the purpose for which these funds were appropriated; and

WHEREAS, OHA’s 2020-2025 Strategic Plan Framework enumerates three (3) Strategic Foundations, ‘Āina, Mo‘omeheu, and ‘Ohana, and four (4) Strategic Directions: Educational Pathways, Health Outcomes, Quality Housing and Economic Stability;

WHEREAS, the Project proposed by the GRANTEE aligns with OHA’s Strategic Foundation of XXXX and OHA’s Strategic Outcome 3.4: Communities are empowered to take care of iwi kupuna; and

WHEREAS, the XXXX Project proposed by the GRANTEE is to administer a program to XXXX; and
WHEREAS, at its XXXX Board of Trustees meeting, said Board approved and appropriated the sum of XXXXX, for Fiscal Year 20XX, subject to the availability of funds; and

WHEREAS, the GRANTEE represents that it has the requisite qualifications, capacity, and resources to perform the terms and conditions required under this Agreement.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. **Scope of Services.** The GRANTEE shall, in a proper and satisfactory manner as determined by OHA, provide all the Required Services as set forth in [Attachment 1 (Scope of Services)], [Attachment 2 (Report Schedule)], [Attachment 3 (Performance Measurement Table)] attached hereto and collectively by reference incorporated herein and made part of this Agreement.

2. **Time of Performance.** The GRANTEE shall provide and complete the required services under this Agreement within the period set forth in [Attachment 4 (Time of Performance)], attached hereto and by reference incorporated herein and made a part of this Agreement.

3. **Compensation.** The GRANTEE shall be compensated a total amount not to exceed XXXX AND NO/100 DOLLARS ($XXXX), subject to the availability of funds, and which shall include all fees and costs incurred and any federal, state, and/or local taxes as may be required as set forth in [Attachment 5 (Compensation)] and [Attachment 6 (Budget)], attached hereto and by reference incorporated herein and made a part of this Agreement.

4. **Other Terms and Conditions.** The General Conditions appended to this Agreement and Special Conditions, if any, are attached hereto and by reference incorporated herein and made a part of this Agreement. Where any provision of the General Conditions is at variance with any provision(s) of the Special Conditions of this Agreement, unless a different intention appears, the provision(s) of the Special Conditions shall, to the extent of such inconsistency or variation, prevail.

5. **Notices.** Any written notice required to be given by any party to the other party under this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the Ka Pouhana, Chief Executive Officer, shall be sent to the Ka Pouhana, Chief Executive Officer’s address as hereinafter set forth in [Attachment 1 (Scope of Services)], item 6, Notices, in this Agreement. Notice to the GRANTEE shall be sent to the GRANTEE’s principal place of business or mailing address as hereinafter set forth in [Attachment 1 (Scope of Services)], item 6, Notices, in this Agreement.
6. **Monitoring Process.** By executing this Agreement, the GRANTEE agrees to accept and abide by the grant monitoring procedures outlined in Attachment 7 (*Grant Standard Operating Procedures Monitoring Process)*.

7. **Counterpart Execution.** The OHA and GRANTEE agree that this Agreement may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All such counterparts together shall constitute one and the same document. The parties further agree to accept facsimile executed documents as if they were originally signed documents and such facsimile signatures shall be deemed to be original and effective to bind the parties. The party submitting the facsimile signature shall provide the other party with originally signed replacement documents within FIVE (5) business days from the date of receipt by the other party of the facsimile executed documents.
COUNTERPART EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

OFFICE OF HAWAIIAN AFFAIRS

Date: ______________________, 2021 By ______________________

CASEY BROWN
Its Ka Pou Nui
Chief Operating Officer

“OHA”

APPROVED AS TO CONTENT:

By ______________________

MAILE LU‘UWAI
Its Ka Pou Kāko‘o Kaiāulu, Grants Manager

Date: ______________________, 2021

APPROVED AS TO CONTENT:

By ______________________

RAMONA G. HINCK
Its Ka Pou Kihi Kanaloa Wai, Chief Financial Officer

Date: ______________________, 2021
Grant Solicitation No. OHA 21-04-03. Maui
Section 5 – Attachments
Attachment J. Sample - Grant Agreement

APPROVED AS TO FORM:

By_____________________________________
RAINA P.B. GUSHIKEN
Its Ka Paepae Puka, Senior Legal Counsel

Date: _____________________, 2021
COUNTERPART EXECUTION

IN WITNESS WHEREOF, the parties hereto have executed this Contract effective as of the date first above written.

GRANTEE

Date: ______________________, 20XX       By_________________________________

       XXXX

       Its XXXX
PROVIDER'S STANDARD 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: XXXX

(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).

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: ____________________________________________________________

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).
SAMPLE - GRANT AGREEMENT: ATTACHMENT 1

SCOPE OF SERVICES

The GRANTEE, shall, in a satisfactory and proper manner as determined by OHA and in strict accordance with the terms and conditions of this Agreement, provide and perform the services, activities, and programs set forth in the specifications of GRANTEE’s Application.

The GRANTEE agrees to complete the following performance requirements and comply with all of the provisions enumerated herein:

1. **Scope of Services:** The GRANTEE agrees to implement XXXX Project, a XXXX program to provide XXXX.

2. **Reporting Requirements:** In order that OHA may monitor the GRANTEE’s compliance with this Agreement, the GRANTEE shall electronically submit the following reports in the OHA Grants Portal as set forth in Attachment 2 (Report Schedule), attached hereto and by reference incorporated herein and made a part of this Agreement.

   **Quarterly Progress Reports:** GRANTEE shall submit Quarterly Progress Reports, Expenditure Reports, and Assurance of Benefit to Native Hawaiians Statements. The Progress Reports shall consist of statements by the GRANTEE relating to the work accomplished during the specific reporting period.

   The Expenditure Reports shall reflect in detail all expenditures made by the GRANTEE pursuant to this Agreement and shall be certified as to accuracy by the GRANTEE.

   Reports shall be submitted to OHA within THIRTY (30) calendar days after the last day of each quarter during the term of the Agreement.

   **Final Report:** The GRANTEE shall, within SIXTY (60) days of the expiration of the Agreement term, submit a Final Report to OHA. The Report shall include the GRANTEE’s documentation of its overall efforts toward meeting the requirements of this Agreement.

   **Reporting Penalty:** Should the GRANTEE fail to electronically file the foregoing required reports in the OHA Grants Portal on or before the designated due date, OHA is authorized to withhold funds owed to the GRANTEE until such time as the reports are submitted and approved by OHA.

   **Additional Reports:** In addition to the foregoing reports, the GRANTEE shall, upon request by OHA, submit additional reports that OHA from time to time may require. The GRANTEE may also be required to meet with representatives of OHA to discuss the progress of the work hereunder.
3. **Monitoring:** The GRANTEE shall make itself available for monitoring by OHA. The purpose of monitoring is to ensure compliance with the terms and conditions of this Agreement. The GRANTEE shall produce to OHA any information, including but not limited to, original documents, records, files, memoranda, reports, and written responses to any OHA inquiry relevant to this Agreement and/or the GRANTEE’s performance of GRANTEE’s duties under this Agreement. The GRANTEE shall produce the information requested for inspection within the time frame established by OHA.

4. **Personnel:** The GRANTEE represents that it has, or will secure at its own expense, all personnel necessary to perform the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationship with OHA and shall be considered employees of the GRANTEE. All the services required hereunder will be performed by the GRANTEE or other personnel under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under federal, state and county laws to perform such services. GRANTEE agrees to provide OHA with written notification at least two (2) weeks before replacing Project staff and/or key personnel; provided, however, that where immediate termination is clearly warranted to protect the interests of the Project, the GRANTEE need only provide OHA with such notice as soon as possible and before selecting a replacement.

5. **Assurance of Benefit to Native Hawaiians:** The GRANTEE shall be required to submit a statement to OHA affirming Hawaiian ancestry of all eligible participants served under this grant award in its reporting.

6. **Notices:** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

   **OHA:**
   
   OFFICE OF HAWAIIAN AFFAIRS
   560 North Nimitz Highway, Suite 200
   Honolulu, Hawai‘i 96817
   Attn: Sylvia M. Hussey, Ed.D.

   **GRANTEE:**
   
   ORGANIZATION NAME
   ORGANIZATION ADDRESS
   Attn: XXXX
   XXXX
   Ka Pouhana, Chief Executive Officer

   Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.
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 GRANTEE is responsible for notifying OHA in writing of any change of address.

**SAMPLE - GRANT AGREEMENT: ATTACHMENT 2**

**REPORT SCHEDULE**

In order that OHA may monitor the GRANTEE’s compliance with this Agreement, the GRANTEE shall electronically submit the following required reports to the OHA Grants Portal in accordance with the following Report Schedule:

<table>
<thead>
<tr>
<th>Data</th>
<th>Period of Performance</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1- Progress Report, Assurance of Benefit to Native Hawaiians Statement, Expenditure Report &amp; Request for Payment on Grant</td>
<td>Contract Execution to XXXX</td>
<td>XXXX</td>
</tr>
<tr>
<td>Quarter 2- Progress Report, Assurance of Benefit to Native Hawaiians Statement, Expenditure Report &amp; Request for Payment on Grant</td>
<td>XXXX</td>
<td>XXXX</td>
</tr>
<tr>
<td>Quarter 3- Progress Report, Assurance of Benefit to Native Hawaiians Statement, Expenditure Report &amp; Request for Payment on Grant</td>
<td>XXXX</td>
<td>XXXX</td>
</tr>
<tr>
<td>Quarter 4- Progress Report, Assurance of Benefit to Native Hawaiians Statement, Expenditure Report &amp; Request for Payment on Grant</td>
<td>XXXX</td>
<td>XXXX</td>
</tr>
<tr>
<td>Final Report &amp; Request for Payment on Grant</td>
<td>XXXX</td>
<td>XXXX</td>
</tr>
</tbody>
</table>
SAMPLE - GRANT AGREEMENT: ATTACHMENT 3

PERFORMANCE MEASUREMENT TABLE

<table>
<thead>
<tr>
<th>Outputs</th>
<th>2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of individual participants in the program – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of individual participants that completed the program – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of Native Hawaiian participants in the program – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Number of Native Hawaiian participants that completed the program – Required, if applicable</td>
<td></td>
</tr>
<tr>
<td>Add other Outputs e.g., Number of iwi kūpuna reinterned, Total number of Iwi Kūpuna Repatriation and Reinternment Workshops held</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcomes</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Communities are empowered to take care of iwi kupuna – Required</td>
<td></td>
</tr>
<tr>
<td>Add other Outcomes e.g. Number of participants reported increased knowledge of Iwi Kupuna Repatriation and Reinternment legal requirements and cultural practices/protocols</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Additional Reporting Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Participant surveys, participant stories or testimonials, program videos or reports - if applicable</td>
<td></td>
</tr>
</tbody>
</table>
SAMPLE - GRANT AGREEMENT: ATTACHMENT 5

COMPENSATION

In full consideration for the services satisfactorily performed by the GRANTEE under this Agreement, OHA agrees to pay to the GRANTEE a sum not to exceed XXXX AND NO/100 DOLLARS ($XXXX), subject to the availability of funds. Such payments shall cover the cost of the GRANTEE’s expenses incurred in conjunction with the services and activities required to be performed by the GRANTEE under this Agreement.

1. **First Payment.** The FIRST advanced payment of XXXX AND NO/100 DOLLARS ($XXX) shall be disbursed by OHA upon execution of this Agreement, submission of a press release acknowledging OHA’s funding support and verification of issuance to media outlets, and submission of a Request for Payment on Grant to the OHA Grants Portal.

2. **Quarterly Payments.** Administrative Fee Payments shall be made to the GRANTEE on a quarterly basis upon OHA’s approval of the GRANTEE’s electronic submission of the required Quarterly Progress Reports, Expenditure Reports, Performance Measurement Table, and a Request for Payment on Grant by the specified due date to the OHA Grants Portal.

3. **Final Payment.** OHA may retain TEN PERCENT (10%) of the Grantee’s administrative fee as final payment. Payment of the retained amount shall be made upon OHA’s approval of the GRANTEE’s electronic submission of the Final Report and a Request for Payment on Grant to the OHA Grants Portal.

4. All required reports shall be reviewed by OHA and shall be subject to OHA’s preliminary determination of appropriateness and allowability of the reported expenditures. OHA’s preliminary determination of appropriateness and allowability of the reported expenditures shall be subject to later verification and subsequent audit.

5. OHA shall make payments to the GRANTEE in the amount(s) specified in **Attachment 6 (Budget),** attached hereto and by reference incorporated herein and made a part of this Agreement, for actual expenses incurred in the performance of this Agreement. Payments shall be made only upon the GRANTEE’S submission of required reports and a Request for Payment on Grant to the OHA Grants Portal certifying to the satisfaction of OHA that the work has been performed in accordance with this Agreement and payment is requested and approved by OHA.

6. If an amount of reported expenditures is preliminarily determined by OHA to be inappropriate and disallowable, OHA may deduct an equivalent amount from the next
disbursement and/or may withhold payment of the amounts of moneys equivalent to the questioned expenditures until later resolution of the discrepancy by audit or other means. If, after payment of the last disbursement, investigation and examination reveal additional expenditures determined by OHA to be inappropriate and unacceptable, OHA may require that an equivalent amount of moneys be repaid by the GRANTEE notwithstanding OHA’s preliminary determination of appropriateness and acceptability. An amount of moneys to be repaid by the GRANTEE may be offset against the amount of moneys withheld by OHA in determining the amount of the final payment to be made to the GRANTEE in final settlement of this Agreement. Final settlement of this Agreement shall include submission and approval by OHA of all reports and other materials required to be submitted by the GRANTEE to OHA, resolution of all discrepancies in expenditures or performance of services, and satisfactory completion of all other outstanding matters required under this Agreement.

7. Execution of this Agreement by OHA shall constitute approval for the expenditure of funds for the specific items set forth in Attachment 6 (Budget) aforesaid. The GRANTEE may make limited Budget revisions and changes in line items, with prior written approval from OHA, provided that funds are used for allowable costs of the program. It is understood that a written amendment to the existing Agreement shall be executed by the GRANTEE and OHA to document significant budget changes mutually agreed to by both parties.

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

9. OHA reserves the right to withhold payment of grant funds in instances where the GRANTEE is non-compliant with any other agreement or contract with other divisions within OHA.
### Organization: ________________________________

### Project: ________________________________

**Budget Category - Item** | **OHA Funds Requested** | **Other Funds** | **Description & Justification**
--- | --- | --- | ---
**Personnel - Salaries** |  |  |  
Program Manager | $39,000 |  | .50 FTE program staff and manage grant
Assistant Program Manager | $25,000 |  | .75 FTE program staff

**Personnel – Other Costs** |  |  |  
Payroll Taxes | $3,840 |  | State, Federal Taxes, FICA, Unemployment Insurance, Medicare, Worker's Comp.
Fringe Benefits |  |  | Medical Insurance Premiums

**Contractual Services** |  |  |  
Accounting | $6,000 |  | .20 FTE Monitor grant expenditures

**Equipment - Purchase** |  |  |  

**Equipment - Lease/Rental** |  |  |  
Copier Lease | $975 |  | Percentage of lease for copier

**Insurance** |  |  |  

**Facilities** |  |  |  
Rent | $7,500 |  | Percentage of lease rent for facilities for program
Utilities - phone, water | $1,500 |  | Percentage of utility for facilities for program

**Mileage** |  |  |  
$700 |  | Staff travel mileage to travel to different island sites

**Postage, Freight, Delivery** |  |  |  
Postage | $500 |  | Postage for bulk mailing: flyers, brochures.

**Program Activities** |  |  |  

**Publication & Printing** |  |  |  
Printing of outreach materials | $2,000 |  | Printing of workshop flyers & Program handouts
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<tr>
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<th>OHA Funds Requested</th>
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<tbody>
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<td>Repair &amp; Maintenance</td>
<td>$</td>
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<td></td>
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<tr>
<td>Supplies</td>
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<td>file folders, printing supplies, pen, paper for program</td>
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<tr>
<td>Staff Travel</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Site visit</td>
<td>$ 2,000</td>
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<td>4 trips to site for designated staff for assessment and repatriation services</td>
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<tr>
<td>Participant Transportation</td>
<td>$</td>
<td></td>
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SAMPLE - GRANT AGREEMENT: ATTACHMENT 7

GRANT STANDARD OPERATING PROCEDURES MONITORING PROCESS

Only substantive changes to OHA’s Grants Program Standard Operating Procedures Monitoring Process, as deemed by OHA, will require grant agreement updates.

I – OVERALL GRANTS MONITORING PROCESS

Per the OHA Grants Program Standard Operating Procedures (SOP) the grants monitoring process and noncompliance policy is provided as follows. OHA reserves the right to modify these provisions and thus, these provisions are subject to change.

4.7.4 Desktop Monitoring

The Grants Program (GP) Specialist is responsible for the desktop monitoring process is as follows:

- Receive and review forms including Progress Report, Performance Measurement Table, Assurance of Benefit to Hawaiians, Expenditure Report, Grantee Invoice and any quantitative or qualitative reports from Grantee as specified in the Grant Agreement.
- Ensure that the Progress, Performance Measurement and Expenditure Reports conform to the Grantee’s Grant Agreement requirements.
- If Grantee is in noncompliance with the Grant Agreement requirements, GP Specialist will proceed in accordance with the Noncompliance Policy.
- Provide Technical Assistance to support Grantee’s compliance with Grant Agreement terms and conditions. Technical assistance may be provided by telephone, email, mail, and/or in-
person. Technical Assistance is ongoing and critical to compliance and will be documented in the OHA Grants Portal as follow-up notices and/or corrective action notices.

- Complete and submit Grant Assessment form to GP Manager for review and approval. The Grant Assessment form evaluates Grantee’s progress on the grant in accordance with the Grant Agreement.
- If the Assessment is approved, GP Specialist processes the payment disbursement as requested by Grantee invoice (in accordance with Financial Services Program [FSP] procedures). The Grant Assessment Form and Grantee Invoice is attached to the online Request for Payment on Contract.
- If the Grant Assessment is not approved, the GP Manager and/or Lead Specialist in coordination with the GP Specialist shall determine the next steps for addressing the Grantee’s deficiencies in accordance with the Noncompliance Policy. This may include reduction in funding or the termination of the Grant Agreement.

4.7.5 On-Site Monitoring

The purpose of On-Site Monitoring is to provide for a more in-depth review of the Grantee’s program and to address grant issues and concerns. On-Site Monitoring is recommended for all grants as determined by the GP Manager. Required On-Site Monitoring shall be conducted if it is determined by the GP Manager that the grant may be at risk for failure or there are discrepancies that require an on-site visit. Any area of noncompliance may be considered including, but not limited to: 1) complaints by participants 2) Grantee failure to meet performance expectations on over half of the critical performance measures without correction action implemented and 3) concerns regarding expenditures that have not been addressed by the Grantee.

The On-Site Monitoring process is as follows:

- Schedule on-site visit via written notice to Grantee
- Conduct on-site visit which shall include:
  - Project/program observation, if deemed necessary to determine compliance
  - Staff meeting/interviews, if necessary to determine compliance.
  - Participant interviews, if necessary to determine compliance.
  - Document review to determine compliance including, but not limited to:
    - Documentation to support participant programs and services
    - Expenditure Reports and support documents verifying expenditures, i.e., receipts, consultant invoices and contracts.
    - Subcontractor contracts, expenditures and monitoring
    - Verification of Native Hawaiian Ancestry eligibility

- Participant documentation verifying Native Hawaiian ancestry at On-Site Monitoring, if necessary, to determine compliance.

- Complete and submit On-Site Monitoring Report to the Lead Specialist and GP Manager for review and signature.
- Upon approval of the GP Manager, GP Specialist sends the On-Site Monitoring Report to Grantee. GP Specialist is responsible to ensure that an email receipt confirmation from the Grantee is received and placed in the Grantee’s OHA Grants Portal file.
Provide technical assistance and/or corrective action assistance to support Grantee’s compliance with grant agreement terms and conditions. Assistance may be provided by telephone, OHA Grants Portal email via a follow-up or corrective action form, mail, and/or in-person.

4.7.6 Noncompliance Policy

All grants are subject to monitoring to assure compliance with grant requirements. Reviews may result in the identification of “Findings of Non-Compliance.”

- A Grantee is considered to be in a noncompliant status when the Grantee is not meeting any of the conditions of the grant agreement, including an approved modification of the grant agreement. Noncompliance includes, but is not limited to:
- Noncompliance with the terms and conditions of the grant agreement includes failure to comply with:
  - Expenditure requirements
  - Activities
  - Scope of service
  - Performance measure
  - Programmatic and fiscal reporting requirements or Report deadlines
  - Grantee is not responsive to grant communications, including emails and phone calls
  - Grantee is not responsive to or does not meet the deadlines and follow-up requests
  - Submission of incomplete reports
  - Grantee is not responsive to or does not comply with information and/or document requests and/or modifications
  - Files are incomplete and/or missing documents
  - Failure to comply with site monitoring requests
  - Failure to comply with previous required corrective actions
  - Grant budget is not reconciled in accordance with deadlines set by the GP

4.7.6.1 Corrective Action Plan

When a Corrective Action Notification is issued, a Corrective Action Plan (CAP) may be sent to the Grantee with the notification. The Grantee is required to formally respond via a completed CAP and demonstrate that the proposed corrective action is in progress or completed.

- If the GP Specialist has identified specific corrective action and/or implementation deadlines in the corrective action notification and/or CAP, Grantee is required to respond in accordance with the required corrective action and/or deadlines set by the GP Specialist.
- To complete a CAP, the Grantee must demonstrate, that it has corrected the issue(s) that caused the noncompliance and provide evidence that the correction has been implemented. The Grantee’s CAP must specifically provide how noncompliance will be addressed, who will be responsible, and when the solutions will be implemented. If needed, the Grantee must provide specific documentation that supports the completion of the CAP.
- When the proposed CAP is received, the GP Specialist, in consultation with the GP Manager and/or Lead Specialist, will determine whether the CAP reasonably and sufficiently addresses the Non-Compliance Findings. The GP Specialist shall notify the Grantee if the CAP is approved, or, if further information or documentation is required.
Grant Solicitation No. OHA 21-04-03. Maui
Section 5 – Attachments
Attachment J. Sample - Grant Agreement

- If corrective action is not sufficient and does not re-establish a status of compliance, upon approval from the GP Manager, the GP Specialist may proceed with consequences up to and including the termination of the grant agreement. If grant termination is recommended, the GP Specialist will proceed in accordance with the grant termination policy provided herein.

4.7.6.2 Noncompliance Evaluation
Before determining the consequences of noncompliance, Grantee noncompliance will be evaluated by the GP Specialist based on the following considerations:

- Whether the noncompliance is repeated;
- The number of times the GP Specialist has contacted the grantee regarding compliance;
- The impact on the project;
- The impact of continued expenditures of OHA grant funds;
- The impact on beneficiaries;
- The need for immediate action; and
- Whether there are mitigation factors.

4.7.6.3 Noncompliance Consequences
After an evaluation of noncompliance, the GP Specialist may apply one or more of the following remedies as a consequence of noncompliance:

- Require corrective action;
- Conduct a site visit;
- Withhold authority for the Grantee to proceed to the next phase of the project pending correction of noncompliance;
- Require prior GP Specialist approval be obtained before implementing one or more aspects of the project or grant agreement;
- Temporarily withhold payments pending correction of noncompliance;
- Disallow OHA grant funds for all or part of the cost of the project not in compliance;
- Amend the grant agreement to modify the scope of services and reduce funding for project areas that are not in compliance;
- Terminate the grant agreement; and/or
- Designate the grantee ineligible for future OHA grants.

4.7.6.5 Ineligibility Status-Closed and Terminated Grants
When a grant agreement period of performance ends or a grant agreement is terminated, a Grantee deemed in substantial noncompliance, based on the provisions herein, will be designated as ineligible to apply for future OHA grants in accordance with the period specified in the Grantee’s grant agreement. OHA may also take into consideration material noncompliance and determine that a Grantee is ineligible for future OHA grants indefinitely, i.e., the Grantee owes and does not reimburse grant funds to OHA.

4.7.6.6 Ineligibility Determination Date

- The ineligibility determination date shall be the date that the GP Manager has deemed the Grantee ineligible for future grants, the end date of the Grantee’s grant agreement or the date the grant was terminated.
For grants that have not been terminated, the GP Specialist shall send the Grantee a notice ofineligibility that includes an ineligibility determination date.

The notice shall be sent to the Grant’s primary contact and fiscal sponsor, if applicable, andshall be sent via certified mail to Grantee’s designee and to the address provided in the Noticesprovision of the Grantee’s Grant Agreement.

4.7.6.7 Ineligibility Status Reconsideration-Closed and Terminated Grants

- A Grantee with a closed or terminated grant may request reconsideration of the Grantee’sineligibility status.
- The Grantee must demonstrate in writing that the Grantee has corrected the issues that causedthe noncompliance and provide evidence, measures, and dates that correction was implemented.
- The GP Manager will take into consideration Grantee’s noncompliance, factors that resulted innoncompliance and Grantee’s actions implemented to ensure that noncompliance will not be repeated.
- The GP Manager will review the Grantee’s reconsideration request including all documentationprovided. If the request to remove the Grantee from ineligibility status is approved, the Grantee mustprovide a written assurance that the Grantee has the capacity and capability to manage anOHA grant. Upon receipt and approval of the written assurance, the Grantee’s status shall bechanged from ineligible to eligible. The Grantee shall receive a notification of the status change and the Grantee’s status will be changed in the OHA Grants Portal. The notice shall be sent to the Grant’s primary contact and fiscal sponsor, if applicable, and may be copied to the Grantee's and sponsored organization’s Board President and/or lead administrator.

4.7.6.8 Ineligibility Status Reconsideration-Current Grants

- A Grantee with a current OHA grant that is in noncompliance must request written approval from the GP Manager before applying for another grant.
- The Grantee must demonstrate, in writing, that the Grantee has corrected the issues that causedthe noncompliance and provide evidence that the correction has been completed or is in progress, including dates that corrective action has been implemented and measures taken to ensure the noncompliance will not be repeated. The GP Manager will take into consideration Grantee’s noncompliance, the Grantee’s progress in correcting noncompliance and other factors that resulted in noncompliance.
- The GP Manager will review the Grantee’s reconsideration request including all documentation provided. If the request to remove the Grantee’s ineligibility status is approved, the Grantee must provide a written assurance that the Grantee has the capacity and capability to manage an OHA grant. Upon receipt and approval of the written assurance, the Grantee will receive a notification that the Grantee will be allowed to apply for another OHA grant.
- The notice shall be sent to the Grant’s primary contact and fiscal sponsor, if applicable, and shall be sent via certified mail to Grantee’s designee and to the address provided in the Notices provision of the Grantee’s Grant Agreement.

4.7.7 Fiscal Sponsor

A fiscal sponsor is an organization that has an IRS nonprofit designation and has agreed to act as thesponsoring organization for a sponsored organization. The fiscal sponsor is the Grantee and thenoncompliance provisions herein apply to the fiscal sponsor.
4.7.8 **Sponsored Organization**

A sponsored organization is an organization that does not have an IRS nonprofit designation and has a fiscal sponsor submit a grant application on its behalf. The noncompliance provisions herein apply to the sponsored organization.

4.7.9 **Grant Amendments**

Grantees are required to make a formal request in writing for an amendment to a Grant Agreement if the change proposed will result in a significant modification to an approved project. Conditions under which Grantees must request a Grant Agreement amendment are as follows, but not limited to the below:

**Budget Changes.** A revised budget must be requested if changes in a budget line item is needed. A revised budget is also required when line items are added or deleted from the original approved budget or the most recently approved revised budget. All budget revisions must be signed by the financial officer responsible for the grant and include an itemized, revised budget and compared to the original or most recently approved revised budget.

- **Period of Performance “No Cost Extension” –** GP Manager may extend the expiration date of a grant if additional time is required to complete the project or the orderly phase-out of the project. The Grantee shall provide a justification for the grant extension. The fact that funds remain at the expiration of the grant is not, in itself, sufficient justification for an extension. The extended period of performance is determined by the GP Manager and may be up to 12 months from the original expiration date of the grant.
- **Statement of Work Changes**
  - Changes in the direction, scope, or objectives of the approved project.
  - Changes to specified firms, vendors, or individuals stipulated in the scope of work to provide services for the project.
  - Changes in the location(s) of services that are not in conformance with Grantee’s contract requirements.

- **Other Changes –** Changes in significant terms or conditions.
- **For minor budget amendments the process is as follows:**
  - A request for a minor budget amendment must be submitted at least SIX (6) weeks before the end of the approved "Period of Performance" in order to be considered for approval. A minor budget amendment is a 25 percent or less change in any budget activity or line item or budget change that does not have a significant impact on the grant.
  - The Grantee shall submit a signed OHA Grant Amendment Request form. The request will be reviewed by the GP Specialist and the GP Manager based on the criteria outlined below.
  - If the GP Manager recommends approval of the request, the GP Specialist and the GP Manager shall sign the form and include a hard copy in the grant file and the Grantee’s OHA Grants Portal file.
For significant modifications including major budget modifications, period of performance or statement of work changes, the process is as follow:

- Any requests for a Grant Agreement amendment must be submitted at least SIX (6) weeks before the end of the approved "Period of Performance" in order to be considered for approval.
- If the GP Manager recommends approval of the request, the GP Specialist shall issue a formal Grant Agreement amendment that will be circulated for review and signature by the authorized officials of OHA and Grantee (refer to Grants Program Standard Operating Procedures, Grant Agreement Routing for Execution under Item 4.6.3 “Contracting”).

Amendment Review Criteria. Criteria to be met for approval of contract/Grant Agreement amendments are as follows:

- Circumstances requiring the change are beyond the control of the Grantee.
- Circumstances that were not and could not have reasonably been anticipated.
- Modification does not alter the direction of the original proposal in a critical way.
- Modification is feasible within the programmatic, fiscal, and time constraints of the Grant Agreement.

4.7.10 Termination of Grants by OHA
Termination is the cancellation of a grant, at any time prior to its expiration, for non-compliance with the terms and conditions of the Grant Agreement or for other reasonable cause. The Grantee must be informed beforehand of OHA’s intended action, the reasons for the termination, and given the opportunity to correct deficiencies in accordance with the Noncompliance Policy. The GP Specialist shall devise a termination letter to the grantee. The termination letter must be reviewed by both the GP Manager as to content and Corporate Counsel as to form. The termination letter must also be reviewed by the CEO for approval. The GP Manager signs the final approved termination letter. The letter shall be sent to the Grant’s primary contact and fiscal sponsor, if applicable, and shall be sent via certified mail to the Grantee designee to the address provided in the Notices provision of the Grantee’s Grant Agreement.

4.7.11 Program Process Reporting
During each cycle and phase, the GP Specialist will generate various process reports to aid in tracking current process volumes, noting process efficiencies, applicant and process phase status, and any other insights regarding the process cycle:

- The Grants System Administrator will generate program cycle process reports throughout the application process that track at a summary and detail levels various data elements.
- Report(s):
  - Status of contracts in monitoring phase (e.g., scheduled date of site visit, invoices, quarterly assessment report, closed).

4.7.12 Deliverable Documentation
The following documents support the Monitoring step in the program/process/cycle: Grant Quarterly Progress Report, Grant Assessment Report, On-Site Monitoring Report and Grant Amendment Request Form.
4.7.13 **Close of Grant**

- Upon receipt of Grantee Final Reports, GP Specialist completes Grant Closeout Report and submits to Lead Specialist and GP Manager for review and approval.
- Upon approval of the Grant Closeout Report, the GP Specialist checks the final payment box on the Payment on Contract form to initiate the closeout of the grant purchase order. The final payment is processed and sent to the Grantee. The GP Specialist uploads a copy of the Payment on Contract form and check to the Grantee’s file in the OHA Grants Portal and completes the online form.
- A closeout notification is sent to Grantee. The notification shall include a determination on whether the Grantee is eligible for future grant funding. The GP Specialist shall include the notification in the Grantee’s file in the OHA Grants Portal.
- If Grantee has not fully expended OHA funds and a final payment will not be made, the appropriate FSP form is completed and submitted to appropriate Financial Services Program (FSP) staff.
- If it has been determined that the Grantee was overpaid, the Grantee is required to reimburse OHA. The GP Specialist shall notify the GP Manager, complete the reimbursement documents, and follow-up with the Grantee for reimbursement. If unpaid, the GP Specialist shall document inability to collect payment. OHA can determine how to proceed regarding collection in consultation with Financial Services and communication of such action (e.g., organization, Trustees, beneficiaries).

II – **GRANT AGREEMENT SPECIFIC MONITORING PROCESS**

The final grant agreement may include specific grant monitoring elements aligned to the grantee application and award.

**GENERAL CONDITIONS**

1. **COORDINATION AND REPORTS**

   The work performed under this Agreement shall be coordinated with the OHA Grants Program Manager or his/her designee, hereinafter referred to as “Grant Specialist,” who will act as the principal liaison between the GRANTEE and OHA and who will assist in resolving policy questions, expediting decisions, and reviewing the work performed.

   It shall be the responsibility of the GRANTEE to maintain close and frequent communication with the Grant Specialist at all stages of the work required under this Agreement. The GRANTEE shall coordinate and schedule site visits with an OHA representative as OHA deems appropriate in OHA’s sole discretion. Such site visits may include, but not necessarily be limited to, access to all project-related activities, organized events, invoices, receipts, evaluation records, and other documents as deemed necessary by OHA’s representatives.
The GRANTEE shall submit electronically the reports in accordance with the schedule set forth in **Attachment 2 (Report Schedule)** in the OHA Grants Portal. The GRANTEE may also be required to submit other information required by OHA for its monitoring and evaluation process. The GRANTEE shall submit additional information in the appropriate formats and within deadlines specified by the Grant Specialist.

2. **RECORDS MAINTENANCE, RETENTION, AND ACCESS**

The GRANTEE shall, in accordance with generally accepted accounting principles, maintain fiscal records and supporting documents and related files, papers, and reports that adequately reflect all direct and indirect expenditures and management and fiscal practices related to the GRANTEE's performance of services under this Agreement. OHA, the comptroller of the State of Hawai‘i, and any of their authorized representatives, the Committees (and their staff) of the Legislature of the State of Hawai‘i, and the Legislative Auditor of the State of Hawai‘i shall have the right of access to any book, document, paper, file, electronic file, payroll or other record of the GRANTEE (and of any of its subcontractors) that is related to the performance of services under this Agreement in order to conduct an audit or other examination or to make excerpts and transcripts for the purposes of monitoring and evaluating both the GRANTEE's performance of services and the GRANTEE's program management and fiscal practices to assure the proper and effective expenditure of funds under this Agreement. The GRANTEE shall cooperate and participate in all monitoring and evaluation of activities under this Agreement.

The right of access shall not be limited to the required retention period but shall last as long as the records are retained. The GRANTEE shall retain all records related to the GRANTEE's performance of services under this Agreement for at least THREE (3) years after the date of submission of the GRANTEE's final expenditure report, except that if any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the three-year period, the GRANTEE shall retain the records until completion of the action and resolution of all issues that arise from it, or until the end of the regular three-year retention period, whichever occurs later.

3. **INDEPENDENT GRANTEE STATUS AND RESPONSIBILITIES**

In the performance of the services required under this Agreement, the GRANTEE shall be an "independent grantee" (which status shall be considered for all purposes the same as that of an independent contractor) with the authority to control and direct the performance and details of the work and services required under this Agreement; however, OHA shall have a general right to inspect the work in progress to determine whether, in OHA's sole opinion, the services are being performed by the
GRANTEE in accordance with the provisions of this Agreement. All persons hired or used by the GRANTEE shall be the GRANTEE's employees and agents and the GRANTEE shall ensure that such persons are qualified to engage in the activity and services in which they participate. The GRANTEE shall be responsible for the accuracy, completeness, and adequacy of any and all work and services performed by the GRANTEE's employees and agents and shall insure that all applicable licensing, building codes, agency rules and operating requirements of the federal, state, and county governments and all applicable accreditation and other standards of quality generally accepted in the field of the GRANTEE's activities are complied with and satisfactorily met. GRANTEE confirms that it has applied for or received all applicable licenses and permits, when such is required to conduct the activities or provide services for this grant. Furthermore, the GRANTEE intentionally, voluntarily, and knowingly assumes the sole and entire liability (if any such liability is determined to exist) to its employees and agents or to other persons for all loss, damage, or injury caused by the GRANTEE's employees and agents in the course of their employment. The mere participation in the performance of services under this Agreement shall not constitute nor be construed as employment with the State of Hawai‘i or OHA and shall not entitle the GRANTEE or the GRANTEE's employees, agents, or subcontractors to vacation, sick leave, retirement, or other benefits afforded State or OHA employees by statute. The GRANTEE shall be responsible for payment of applicable income, social security, and any other federal, state, or county taxes and fees.

4. **SUFFICIENT FUNDS**

   The GRANTEE confirms that GRANTEE has sufficient funds for the effective operation of activities for this grant.

5. **ACKNOWLEDGEMENT OF OHA SUPPORT**

   The GRANTEE recognizes that OHA requires appropriate public acknowledgement for funding GRANTEE’s project and agrees to issue a press release acknowledging that support upon receipt of OHA’s Notice of Award letter prior to the release of any funds. The GRANTEE further acknowledges and agrees that accepting and depositing grant funds from OHA does not in any form or manner further obligate or impose any legal obligations upon OHA for GRANTEE’s project. All relevant legal obligations and liabilities are the sole responsibility of the GRANTEE and any of its subcontractors. GRANTEE shall also acknowledge the support of OHA in all publicity, publications, and other materials produced in connection with this Agreement and shall prominently cite the underwriting/sponsorship of OHA in any promotional events and materials, which become an integral part of the effort.
6. **ASSIGNMENTS**

The GRANTEE shall not assign any part of the money that may be distributed to the GRANTEE pursuant to this Agreement without the prior written consent and approval of OHA. OHA may condition any consent and approval upon such terms and provisions that OHA may deem necessary. Furthermore, no assignment of claims for money due or to become due to the GRANTEE under the Agreement shall be effective unless the assignment of such claims is first approved by OHA.

7. **INDEMNIFICATION**

The GRANTEE shall defend, indemnify and hold harmless OHA, and its Trustees, employees, and agents from any and all actions, claims, suits, damages and expenses, including attorney fees, costs and judgments arising, either directly or indirectly, out of or resulting from the errors, omissions or acts of the GRANTEE or the GRANTEE’s officers, employees, agents, subcontractors, or volunteers occurring during or in connection with the performance of the GRANTEE’s services under this Agreement.

8. **INSURANCE REQUIREMENT**

At all times during the Term of this Agreement, GRANTEE shall obtain and maintain in full force and effect during the Term, any and all insurance to cover GRANTEE's operations under this Agreement that may be required under all applicable federal, state, and county laws and ordinances including, but not limited to, worker's compensation coverage, commercial general liability insurance, and automobile liability insurance coverage. Prior to commencing work pursuant to this Agreement, GRANTEE shall provide evidence that GRANTEE has in full force and effect the following policies:

1. Commercial Liability Insurance: GRANTEE shall maintain commercial general liability (CGL) and if necessary commercial umbrella insurance with a limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 general aggregate. Policy shall be an "Occurrence" form of policy, unless otherwise specifically approved by OHA.
2. Automobile Liability Insurance: As required by law.
3. Workmen's Compensation Coverage: Policy shall include coverage as required by law.

Other Terms: All policies of insurance described above shall:

1. Name OHA and its Trustees, OHA's employees, representatives and agents as Additional Insureds, by endorsement.
2. Be provided by insurers authorized to do business in the State of Hawai'i, and with a current Best's rating of not less than A-VII, or otherwise as approved by OHA.
Evidence of Insurance: GRANTEE shall provide to OHA and maintain current certificates of insurance, prepared by a duly authorized agent, and copies of the policies, evidencing the insurance in effect at all times during the Term of this Agreement. OHA shall be listed as the Certificate Holder on all such certificates.

Notice of Cancellation: The GRANTEE, will immediately provide written notice to OHA should any of its insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

OHA reserves the right to reassess insurance coverage requirements. If in OHA's sole discretion, additional coverage or protection is required, OHA may require contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection.

9. OTHER CONDITIONS OF USE OF FUNDS

The GRANTEE shall not use any funds involved in this Agreement for purposes of entertainment or perquisites and shall comply with any and all conditions applicable to the funds to be paid under this Agreement, including those conditions made applicable by provisions of appropriation acts of the Legislature or by statute or administrative rules adopted pursuant to law.

10. CONFIDENTIALITY OF MATERIAL

Any information, data, report, record or material prepared by the GRANTEE under this Agreement for the purpose of program implementation or public dissemination may be made available to any individual or organization by the GRANTEE without prior approval of OHA. Any information, data, report, record or material given to or prepared or assembled by the GRANTEE under this Agreement shall be confidential and shall not be made available to any individual or organization by GRANTEE without prior written approval of OHA. A violation of this Section shall be a material violation of this Agreement.

If it appears that the GRANTEE has disclosed (or has threatened to disclose) information in violation of this Agreement, OHA shall be entitled to an injunction to restrain the GRANTEE from disclosing, in whole or in part, such information, or from providing any services to any party to whom such information has been disclosed or may be disclosed. OHA shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages. The confidentiality provisions of this Agreement shall remain in full force and effect after termination of this Agreement.

11. CONFLICT OF INTEREST/DISCLOSURE

The GRANTEE represents that the GRANTEE presently has no interest and promises that the GRANTEE shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services under this Agreement.
The GRANTEE is required to disclose any outside activities or interests, including ownership or participation in any activity that conflicts or may conflict with the best interests of OHA. Prompt disclosure is required under this Section if the activity or interest is related, directly or indirectly, to any activity that the GRANTEE may be involved with on behalf of OHA.

12. RETURN OF RECORDS/PROPERTY OF OHA

Unless OHA otherwise determines in its sole discretion to the contrary and notifies the GRANTEE accordingly in writing, the GRANTEE shall, upon termination of this Agreement as provided hereinafter, deliver all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, records, notes, data, memorandum, photographs, photographic negatives, videos, or other materials prepared by the GRANTEE to the Grant Monitor. In addition, unless OHA otherwise determines in its sole discretion to the contrary and notifies the GRANTEE accordingly in writing, any and all discoveries, inventions or developments produced in whole or in part under this Agreement shall become OHA's property and together with all information, data, reports, records, maps, and other materials provided to the GRANTEE by OHA, shall be delivered and surrendered to OHA on or before the expiration date or date of termination. Any equipment or supplies purchased by the GRANTEE through OHA funding not returned to OHA shall continue to be used for the benefit of the Hawaiian community.

13. DISPUTES

Any disputes concerning any matter of fact rising under this Agreement which is not disposed of by mutual agreement within THIRTY (30) calendar days, shall be decided by the Chief Executive Officer of OHA, or the Chief Executive Officer's designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to the GRANTEE. The decision of such person shall be final and conclusive. Pending final decision of such a dispute, the GRANTEE shall proceed diligently with the performance of services under this Agreement in accordance with OHA's request.

14. TERMINATION OF AGREEMENT

If, for any cause, the GRANTEE fails to satisfactorily fulfill in a timely and proper manner the GRANTEE'S obligation under this Agreement or breaches any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of an opportunity to cure any such default and not having taken satisfactory corrective action within the time specified by OHA, OHA shall have the right to terminate this Agreement by giving written notice to the GRANTEE of such termination at least THIRTY (30) calendar days before the effective date of such termination. Furthermore, either party may terminate this Agreement without statement of cause at any time by giving written notice to the other.
party of such termination at least THIRTY (30) calendar days before the effective date of such termination. In the event of sooner termination of either type, or in the event of the scheduled expiration of the time of performance specified in this Agreement, copies of all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other material prepared by the GRANTEE and all discoveries, inventions, or developments produced in whole or in part under Agreement shall, at the option of OHA, become OHA's property and, together with all information, data, reports, records, maps and other materials (if any) provided to the GRANTEE by OHA, shall be delivered and surrendered to OHA on or before the expiration date or date of sooner termination. In the event that this Agreement is terminated for cause, all equipment and unused supplies and materials leased or purchased with funds paid to the GRANTEE under this Agreement shall become the property of OHA as it so specifies and shall be disposed of as directed by OHA. In the final settlement of this Agreement, OHA shall review the final expenditure report of the GRANTEE and shall determine the amount of unexpended and unobligated funds to be refunded to OHA by the GRANTEE. If the termination is for cause, any other provision to the contrary notwithstanding, the GRANTEE shall not be relieved of liability to OHA for damages sustained because of any breach by the GRANTEE of the Agreement.

15. **FAILURE TO COMPLY**

Failure to comply with any of the conditions of this Agreement may result in the GRANTEE's being deemed ineligible for OHA funding for a period of THREE (3) years from the termination date of this Agreement or the ineligibility determination date, whichever occurs first.

16. **WAIVER OF VIOLATIONS**

It is expressly understood and agreed that no waiver granted by OHA on account of any violation of any promise, term, or condition of this Agreement shall constitute or be construed in any manner as a waiver of the promise, term, or condition or of the right to enforce the same as to any other or further violation.

17. **MODIFICATION OF AGREEMENT**

Any modification, alteration, or change to this Agreement, including modification of the budget, services to be performed and/or extension of time of performance shall be made only by written agreement executed by the parties of this Agreement.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral Agreement between the parties.
19. **APPLICABLE LAW**

   This Agreement shall be governed by the laws of the State of Hawaiʻi.