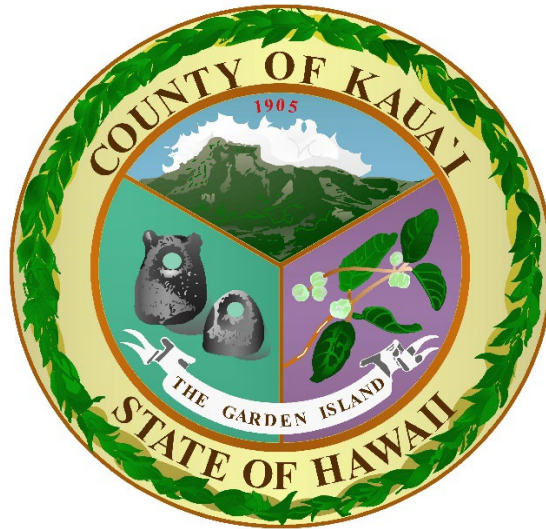


County of Kauai
Office of Prosecuting Attorney
Life's Choices Kauai



Request for Proposals
Adult and Adolescent Mental Health & Substance
Abuse Community Program Grants
For Fiscal Year
2023-2024

RFP ISSUANCE/APPLICATION OPEN DATE: WEDNESDAY, AUGUST 23, 2023
Project Funding period November 1, 2023 to October 31, 2024
DEADLINE TO APPLY FRIDAY, September 29, 2023 AT 4:00PM

County of Kauai
Office of Prosecuting Attorney
Life's Choices Kauai
3990 Kaana St., Ste. 210
Lihue, HI 96766
Telephone: (808) 241-1888
Fax: (808) 241-1758
Email: opagrants@kauai.gov

**REQUEST FOR PROPOSALS (“RFP”)
COUNTY OF KAUAI OFFICE OF THE PROSECUTING ATTORNEY (“OPA”) LIFE'S CHOICES KAUAI
ADULT AND ADOLESCENT MENTAL HEALTH & SUBSTANCE ABUSE COMMUNITY PROGRAM
GRANTS FOR FISCAL YEAR 2023-2024**

APPLICATIONS for funding for the County of Kauai Adult and Adolescent Mental Health & Substance Abuse Community Program Grants will be available at 8am HST on August 23, 2023, for the County of Kauai Adult and Adolescent Mental Health & Substance Abuse Community Program Grants for Fiscal Year 2023-2024. Applications must be received on or before 4:00 p.m. Hawaii Standard Time on Friday, September 29, 2023, via the Amplifund System. Applicants will be notified of funding during the week of October 16, 2023. The weblink to the Amplifund system can be found here:

<https://www.gotomygrants.com/Public/Opportunities/Details/027033ce-ec6b-4049-8f07-4f5409dfe439>

We do not accept proposals through US Mail, email or by fax. Proposals received after the deadline will not be considered. The County reserves the right to reject any proposal.

The project funding period will be November 1, 2023 to October 31, 2024. Eligible proposals include community programs that provide clinical mental health and/or substance abuse treatment and services. Eligible programs will expand and improve accessibility to clinical treatment services for adolescents and/or adults, provide certified substance abuse counseling and evidence-based practices, and facilitate collaboration with community agencies and groups to create a network and continuum of care. Proposals submitted shall be reviewed and considered for the receipt of funding, to applicant organizations.

Notification of OPA’s approval and recommendation for funding will be made the week of October 16, 2023.

If you need an auxiliary aid/service or other accommodation due to a disability, please contact Michael Miranda at 808-241-4925 or mmiranda@kauai.gov no later than September 20, 2023. Requests made as early as possible will allow adequate time to fulfill your request.

Upon request, this notice is available in alternate formats such as large print, Braille, or electronic copy.

Michael Miranda
Director, Life's Choices

**COUNTY OF KAUAI OFFICE OF THE PROSECUTING ATTORNEY LIFE'S CHOICES KAUAI
ADULT AND ADOLESCENT MENTAL HEALTH & SUBSTANCE ABUSE COMMUNITY PROGRAM GRANTS
FOR FISCAL YEAR 2023-2024 REQUEST FOR PROPOSALS**

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SECTION 1: ADMINISTRATION

The County of Kauai's Office of the Prosecuting Attorney ("OPA") Life's Choices Kauai is requesting proposals from qualified organizations for its Adult and Adolescent Mental Health & Substance Abuse Community Program Grants for Fiscal Year 2023-2024. We will be accepting applications for community programs that provide clinical mental health and/or substance abuse treatment and services within the County of Kauai.

1.01 ELIGIBLE PROJECTS OR ACTIVITIES

Eligible proposals include community programs that provide clinical mental health and/or substance abuse treatment and services. Eligible programs will expand and improve accessibility to clinical treatment services for adolescents and/or adults, provide certified substance abuse counseling and evidence-based practices, and facilitate collaboration with community agencies and groups to create a network and continuum of care.

The population of focus includes adolescents and/or adults with mental health issues, substance use disorder, co-occurring disorders, and includes those in recovery from such disorders.

1.02 AWARD AMOUNT

Life's Choices Kauai intends to award grants of \$25,000-\$1,000,000 each for different community programs that align with RFP Project Specifications (see Section 2). Total funding will be no more than \$1,000,000.

1.03 ELIGIBLE ENTITIES

To be eligible for award through this RFP, the proposer shall:

- Be a not-for-profit organization incorporated under the laws of the State of Hawaii and exempt from the federal income tax by the Internal Revenue Service and based on Kauai. Non-profit organization governing board members shall serve without compensation and must disclose all actual or perceived conflicts of interest.
- Be a Hawaii-based organization with a Kauai non-profit fiscal sponsor and a project that is based 100% on Kauai.
- Have a current Equity Plan in place and be able to describe your equity strategy going forward. Equity, for purposes of this RFP, is defined as the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as African American, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.
- Non-Profits must have bylaws or policies that describe the way business is conducted including management, fiscal policies, and procedures (including a clear statement on who is allowed to sign documents on behalf of the organization), and policies on nepotism, equity, and the management of potential conflicts of interest.
- Have at least one (1) year of experience with the project or in the program area being offered.

The Director may grant an exception to this requirement if the proposer has demonstrated the necessary experience in the program area.

- Have staff or authorized representatives adequately trained to administer and provide the project described.
- Have current signed By-Laws that state clearly who in the Organization is allowed to apply for and execute Grant Agreements.
- Is or can become compliant under the Hawaii Compliance Express system prior to funding. You do not need to be HCE compliant at the time of application, but it is highly recommended that you start the process now.

1.04 TIMETABLE

The timetable set forth below represents OPA’s best estimate of the schedule that will be followed in the RFP process. Proposers will be advised by addendum via OPA’s website of any changes to the timetable.

ACTIVITY	SCHEDULED DATE (Tentative)
RFP issued – Application Open	<i>Wednesday, August 23, 2023, at 8am</i>
Closing Date for Receipt of Questions	<i>Thursday, September 21, 2023, at 4:00pm</i>
Department’s Response to Proposers’ Questions – Final Amendments (if any) to RFP	<i>Monday, September 25, 2023, at 4:00pm</i>
Proposal Due Date	<i>Friday, September 29, 2023 at 4:00pm</i>
Selection / Award Notification	<i>Week of October 16, 2023</i>
Grant Agreement Execution Period	<i>October 16, 2023, to October 31, 2023</i>
Tentative Agreement Commencement Date	<i>November 1, 2023, thru October 31, 2024</i>

1.05 CONTACT FOR INFORMATION

If the proposer requires additional information, requests for additional information shall be made in writing via email at opagrants@kauai.gov. Please note that the final day for receipt of questions is ***Thursday, September 21, 2023, at 4:00pm.***

1.06 SUBMISSION OF QUESTIONS

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions herein, the proposer shall submit an inquiry in writing on or before 4:00pm Thursday, September 21, 2023, to qualify for an official response from OPA. Responses will be posted under the same listing and become addenda to the RFP. OPA will respond to questions through addenda only. All other means of communication, whether oral or written, shall not be considered official responses, and may not be relied upon. the RFP.

Any questions regarding the interpretation of any provision after proposals have been opened shall be subject to a ruling by the Prosecuting Attorney, whose decisions shall be final. In addition, the Prosecuting Attorney shall have the sole power to decide and resolve matters which may arise in the future and / or which may not be covered in this RFP.

1.07 AMENDMENT, ADDENDA, OR BULLETINS

Any proposer who discovers any ambiguities, conflicts, discrepancies, omissions, or other errors in the RFP shall notify Life's Choices Kauai in writing on or before 4:00pm on Thursday, September 21, 2023. Modifications of the RFP shall be made by issuing an addendum, and a written notice of such modifications shall be sent to all persons who have submitted written questions to Life's Choices Kauai as described above. If a proposer fails to notify Life's Choices Kauai on or before 4:00pm on Thursday, September 21, 2023, of any errors in the RFP known to the proposer, the proposer shall submit a proposal at its own risk. If the proposer is selected by Life's Choices Kauai, the proposer shall not be entitled to additional compensation or time by reason of such errors or their later correction.

Applicants should monitor the posting web site for any addendum necessitated by a modification of the RFP prior to the Thursday, September 21, 2023, at 4:00pm deadline. Any addendum issued during the time of proposal submission and forming a part of the documents shall be made a part of this Solicitation and shall become a part of the award contract.

1.08 WITHDRAWAL OF PROPOSALS

A proposer may withdraw its proposal by submitting a written request to the Director of Life's Choices Kauai any time prior to the proposal being scheduled for review and evaluation.

1.09 CANCELLATION OF RFP

This RFP may be cancelled and any or all proposals rejected in whole or in part, without liability to OPA or the County of Kauai, when it is determined to be in the best interest of OPA or the County of Kauai.

1.10 CONTRACT PERIOD

Upon award, the contract period will commence on November 1, 2023, through October 31, 2024.

1.11 MULTIPLE PROPOSALS:

Multiple proposals from an organization for different and separate projects will be accepted and considered independently from each other.

1.12 PROPOSAL SUBMISSION:

All Proposals must be submitted via the online [Amplifund System](#). Proposals via mail, email or FAX will not be accepted.

1.13 PROPOSAL BUDGET:

The Applicant is required to submit a proposed budget explaining how any grant funds will be utilized. If the Applicant is awarded less than what was requested in their RFP proposal, they will need to re-submit an updated proposal and budget showing how the money will be distributed before an agreement can be executed.

SECTION 2: PROJECT PLAN, PROPOSALS & SPECIFICATIONS

Eligible proposals include community programs that provide clinical mental health and/or substance abuse treatment and services within the County of Kauai. Eligible programs will expand and improve accessibility to clinical treatment services for adolescents and/or adults, provide certified substance abuse counseling and use evidence-based practices, and facilitate collaboration with community agencies and groups to create a network and continuum of care.

2.01 PROJECT LOCATION:

This program is intended to support projects that occur 100% in the County of Kauai.

2.02 PROJECT SPECIFICATIONS:

A. PURPOSE

The purpose of this RFP seeks to address the lack of clinical substance abuse and mental health treatment services available on Kauai for adolescents and adults. The primary focus of this project is to expand inpatient and/or outpatient treatment and increase accessibility to services while collaborating with a network of community agencies to provide a continuum of care.

The population of focus includes adolescents and/or adults with mental health issues, substance use disorder, co-occurring disorders, and includes those in recovery from such disorders.

B. KEY PERSONNEL

Key personnel are staff members who must be part of the project whether they receive a salary or compensation from the project. These staff members must make a substantial contribution to the execution of the project and should reflect the County of Kauai's expectation of Equity.

Key personnel for this program is the Project Director. The Project Director is responsible for oversight of the entire project and will serve as the main point of contact. It is expected that programs will be administered and implemented by key staff and individuals with lived experience in Substance Use Disorder or Co-occurring Disorder recovery who reflect the needs and population of the community(ies) to be served.

If awarded, recipients will be notified by OPA about whether the individual designated for this position has been approved. If recipients need to replace a Key Personnel during the project period, the individual proposed for the vacant position requires prior approval by OPA after a review of the credentials of the staff member and the job description.

C. REQUIRED ACTIVITIES

Required activities are the activities that each recipient must implement. They must be reflected in the Project Narrative of your application.

Project implementation is expected to begin in the third month of the award.

In the Project Narrative, applicants must indicate the total number of unduplicated individuals that will be served over the total project period. Recipients are expected to achieve the numbers that are proposed.

Recipients must use funds to support direct services primarily. This includes but is not limited to the following treatment activities.

Treatment refers to the broad range of services, including, identification, intervention, assessment, diagnosis, counseling, medical services, psychiatric services, psychological services, social services and follow-up for persons with substance abuse problems. The overall goal of treatment is to reduce or eliminate the use of alcohol and/or drugs as a contributing factor to physical, psychological, and social dysfunction and to arrest, retard, or reverse the progress of any associated problems.

Applicants must demonstrate the ability of their community programs to both immediately address the island-wide shortage of treatment providers and to sustain the program beyond the funding period. Programs must be evidence-based and can include either outpatient and/or inpatient treatment services.

All substance abuse treatment projects, regardless of type, must address the following elements:

- (1) Detoxification: the process of getting alcohol and/or drugs out of the system - of getting "clean;"
- (2) Assessment: review of client's substance abuse behaviors, as well as current and previous medical and psychological conditions; includes other factors, such as family relations and job history;
- (3) Treatment Plan: spells out treatment objectives, recommended therapeutic services, and other activities; acts as a contract and includes the client's responsibilities, the program's responsibilities and how progress will be measured;
- (4) Therapeutic Activities and Services: may include medical care, counseling services (individual therapy, group therapy, family counseling), recreational activities, classroom instruction, basic skills training, job training, housing assistance; and
- (5) Aftercare/Continuing Care: programs that assist with avoiding relapse, may include 12 Step Programs, group and individual counseling.

OPA recognizes treatment with medications as an integral component to the care of many individuals with substance use disorder (SUD). Recipients shall not discriminate against individuals taking a medication for SUD, including any FDA-approved medication for Opioid Use Disorder (MOUD). These individuals must be allowed equitable access to services under this award regardless of the philosophy of the applicant organization.

D. ALLOWABLE ACTIVITIES

Allowable activities are an allowable use of funds but are not required. Recipients may use funds to provide any allowable activity if it does not interfere or prevent the recipient from performing all required activities and serve the total number of unduplicated individuals each award year. Allowable activities may include:

- Provision of HIV/AIDS, viral hepatitis, and other infectious diseases education, screening, case management, and/or risk reduction interventions for individuals with SUD or COD, including those in recovery.
- Provision of recovery housing for individuals, as a component of the SUD treatment and recovery continuum of care.
- Implementing activities designed to reduce discrimination and stigma concerning people with SUD or COD, including those in recovery.
- Promotion of other activities that strengthen the network of community support for individuals in recovery; and tools to address the cultural and linguistic needs of diverse populations.
- Develop and implement tobacco cessation programs, activities, and/or strategies, with partnerships and/or referrals for pharmacotherapies as appropriate.
- Provide activities that address behavioral health disparities and the social determinants of health.
- Assess for and respond to the needs of individuals and families served by the program who are at risk for or experiencing homelessness.

Successful proposals will clearly show a public or community nexus to the stated project objective of the proposal. Funds may not be used for: purchase of alcohol, business or organizational start-up plans; fundraising; or costs associated with proposal production and submission. Proposals shall be subject to the provisions and stipulations of this RFP.

E. USING EVIDENCE-BASED PRACTICES

OPA's awards for the provision of services are intended to fund services or practices that have a demonstrated evidence base and that are appropriate for the population(s) of focus. An evidence-based practice (EBP) refers to approaches to prevention, treatment, or recovery that are validated by documented research evidence. Evidence-based programs refer to programs, strategies and policies that have been rigorously tested under research conditions and found to be effective in changing drug use behavior and attitudes. Research has shown that substance abuse treatment programs that are effective have the following components: are at least three months to a year in duration; are intensive, comprehensive, and highly structured; require therapy focusing on all aspects of the patient's life; include participation in support groups; provide access to educational, vocational, and employment opportunities; and foster a sense of belonging to a community. Successful proposals will include these components.

Applicants are encouraged to visit the SAMHSA Evidence-Based Practice Resource Center (www.samhsa.gov/ebp-resource-center) and SAMHSA's National Network to Eliminate Disparities in behavioral health (NNED) (<https://nned.net/>) to identify evidence-informed and culturally appropriate

mental illness and substance use prevention and treatment practices that can be implemented in your project.

Both researchers and practitioners recognize that EBPs are essential to improving the effectiveness of treatment and prevention services. While OPA realizes that EBPs have not been developed for all populations and/or service settings, application reviewers will closely examine proposed interventions for evidence base and appropriateness for the population of focus. If an EBP(s) exists for the population(s) of focus and types of problems or disorders being addressed, the expectation is that EBP(s) will be utilized. If one does not exist but there are evidence-informed and/or culturally promising practices that are appropriate or can be adapted, these interventions may be implemented in the delivery of services.

In your Project Narrative, you will need to identify the evidence-based practice(s) and/or interventions that are evidence-informed and/or culturally promising that are appropriate or can be adapted to meet the needs of your specific population(s) of focus. You must discuss the population(s) for which the practice(s) has (have) been shown to be effective and document that it is (they are) appropriate for your population(s) of focus. In situations where an EBP is appropriate but requires additional culturally-informed engagement practices, this should be discussed in the application.

F. DATA COLLECTION/PERFORMANCE MEASUREMENT AND PROJECT PERFORMANCE ASSESSMENT

Data Collection/Performance Measurement

All recipients are required to collect and report certain data. You must document your plan for data collection and reporting in your Project Narrative.

Recipients are required to report performance on the following National Outcome Measures (NOMS) measures:

- Use of illegal drugs or misused alcohol or prescription drugs during the past month;
- Employment status and/or engagement in productive activities;
- Involvement with the criminal justice system;
- Housing stability in the community; and
- Positive social connections and have experienced increased access to recovery support and other services.

The collection of these data enables OPA to report on key outcome measures relating to the program.

In addition, recipients are required to report on their progress addressing the goals and objectives identified in your Project Narrative. Recipients must periodically review the performance data they report to OPA (as required above), assess their progress, and use this information to improve the management of their project. The project performance assessment should be designed to help you determine whether you are achieving the goals, objectives, and outcomes you intend to achieve and whether adjustments need to be made to your project.

G. OTHER EXPECTATIONS

Values That Promote Positive Behavioral Health

OPA expects recipients to use funds to implement high quality programs, practices, and policies that are recovery-oriented, trauma-informed, and equity-based as a means of improving behavioral health.

Recovery is a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential. Recovery-oriented recipients promote partnerships with people in recovery from mental and substance use disorders and their family members to guide the behavioral health system and promote individual, program, and system-level approaches that foster:

- Health—managing one’s illnesses or symptoms and making informed healthy choices that support physical and emotional well-being;
- Home—a stable and safe place to live;
- Purpose—meaningful daily activities such as a job or school; and
- Community—supportive relationships with families, friends, and peers.

Recovery-oriented systems of care embrace recovery as: emerging from hope; person-driven; occurring via many pathways; holistic; supported by peers and allies; culturally-based and informed; supported through relationship and social networks; involving individual, family and community strengths and responsibility; supported by addressing trauma; and based on respect.

Trauma-informed Approaches recognize and intentionally respond to the lasting adverse effects of experiencing traumatic events. SAMHSA defines a trauma-informed approach through six key principles:

- Safety: participants and staff feel physically and psychologically safe;
- Peer support: peer support and mutual self-help are key as vehicles for establishing safety and hope, building trust, enhancing collaboration, and utilizing their lived experience to promote recovery and healing;
- Trustworthiness and Transparency: Organizational decisions are conducted to build and maintain trust with participants and staff;
- Collaboration and Mutuality: importance is placed on partnering and leveling power differences between staff and service participants;
- Cultural, Historical, & Gender Issues: culture and gender-responsive services are offered while moving beyond stereotypes/biases;
- Empowerment, Voice, and Choice: organizations foster a belief in the primacy of the people who are served to heal and promote recovery from trauma.

It is critical recipients promote the linkage to recovery and resilience for those individuals and families impacted by trauma.

Behavioral health equity is the right to access high-quality and affordable health care services and supports for all populations regardless of the individual’s race, age, ethnicity, gender (including gender identity), disability, socioeconomic status, sexual orientation, or geographical location. By improving access to behavioral health care, promoting quality behavioral health programs and practice, and

reducing persistent disparities in mental health and substance use services for underserved populations and communities, recipients can ensure that everyone has a fair and just opportunity to be as healthy as possible. In conjunction with promoting access to high quality services, behavioral health disparities can be further reduced by addressing social determinants of health, such as social exclusion, unemployment, adverse childhood experiences, and food and housing insecurity.

Tobacco and Nicotine-Free Policy

OPA strongly encourages all recipients to adopt a tobacco/nicotine inhalation (vaping) product-free facility/grounds policy and to promote abstinence from all tobacco products (except in regard to accepted tribal traditions and practices).

Reimbursements for the Provision of Services

Recipients must utilize third-party reimbursements and other revenue realized from the provision of services to the extent possible and use OPA funds only for services to individuals who are not covered by public or commercial health insurance programs, individuals for whom coverage has been formally determined to be unaffordable, or for services that are not sufficiently covered by an individual's health insurance plan. Recipients are responsible for determining affordability and insurance coverage and must have policies and procedures in place to address these areas. Recipients are also expected to facilitate the health insurance application and enrollment process for eligible uninsured clients. Recipients should also consider other systems from which a potential service recipient may be eligible for services (for example, the Veterans Health Administration or senior services), if appropriate for and desired by that individual to meet his/her needs. In addition, recipients are required to implement policies and procedures that ensure other sources of funding are utilized first when available for that individual.

Behavioral Health for Military Service Members and Veterans

OPA encourages all recipients to address the behavioral health needs of active-duty military service members, returning veterans, and military families in designing and developing their programs and to consider prioritizing this population for services, where appropriate.

Behavioral Health for Lesbian, Gay, Bisexual, Transgender, Queer/Questioning, and Intersex (LGBTQI+) Individuals

In line with the Executive Order on Advancing Equality for Lesbian, Gay, Bisexual, Transgender, Queer, and Intersex Individuals (E. O. 14075) and the behavioral health disparities that the LGBTQI+ population face, OPA encourages all recipients to address the behavioral health needs of the LGBTQI+ population in designing and developing their programs and to consider prioritizing this population for services, where appropriate.

H. RECIPIENT MEETINGS

Recipient meetings will be held virtually and recipients are expected to fully participate in these meetings. If OPA elects to hold an in-person meeting, budget revisions may be permitted.

2.03. PROJECT MATCH REQUIREMENT

Cost sharing/match is not required in this program.

2.04. PROJECT GRANT ADMINISTRATION FEE CAP

Funding for the grant encompasses overhead and administrative costs for approved projects. A maximum of 20% of the total project budget can be allotted for administrative costs. Administrative costs encompass grant expenses associated with administering the grant. These costs can be both personnel and non-personnel, and both direct and indirect. Therefore, the limitation applies to the combined claims for indirect costs and direct administration costs. Generally, direct administrative costs differ from indirect charges in that the latter are considered organization-wide costs. Examples of direct administrative costs are salaries, benefits, and other expenses of the recipient's staff that perform the following functions: – Overall program management, program coordination, and office management functions including the salaries and related costs of the executive director, project director and/or project evaluator; – Preparing program plans, budgets schedules, and related amendments; – Monitoring of programs, projects, subrecipients and related systems and processes; – Developing systems and procedures, including management information systems, for assuring compliance with program requirements; – Preparing reports and other documents related to the program requirements; – Evaluating program results against stated objectives; and – Divisional level administrative services such as program specific accounting, auditing or legal activities.

2.05 PROPOSAL PREPARATION

The proposer shall prepare a proposal in accordance with the requirements of this Section and provide the proposal to OPA via the Amplifund system. Proposers shall submit all data and information specified and requested in the system to qualify its proposal for evaluation and consideration for award. Noncompliance shall be deemed sufficient cause for disqualification of the proposal without further notice. OPA will not pay any costs incurred by the Proposer in preparing or submitting their proposal.

2.06 DISQUALIFICATION OF PROPOSALS

OPA reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and that demonstrate alignment with Project Specifications. Any proposal offering terms and conditions contradictory to those included, requested, or required by this RFP shall be disqualified without further notice. OPA reserves the right to ask for clarification at any time, of any item in the proposal.

A Proposer will be disqualified, and the proposal automatically rejected for any one or more of the following reasons:

- The non-profit is not in good standing with the DCCA, or is in violation of state law, federal law, or the laws of the County of Kauai.
- The Proposer's lack of responsibility or cooperation as shown by past work, projects, or services.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject an award, or to enter a contract pursuant to an award, or provisions contrary to those required in this RFP.

- The proposal shows any noncompliance with applicable law.

2.07 PROPRIETARY INFORMATION

Proposer shall designate in writing those portions of the proposal that contain trade secrets or other proprietary data that are to remain confidential, so that the material designated as confidential shall be readily separable from the proposal to facilitate inspection of the nonconfidential portion of the proposal.

2.08 PROJECT PROPOSAL INFORMATION REQUIRED:

A. PROJECT OVERVIEW–

- 1 **Project Title** – (Maximum 200 Characters)
- 2 **Funding Summary** – State the total project amount and break it down between what you are requesting here and all other grant funds secured for this project.
- 3 **Project Overview** Describe a brief high-level summary of your project and what it intends to accomplish. (Maximum 1000 characters)
- 4 **Description of the Target Population** Describe target population and number of nonduplicative individuals to be served.
- 5 **Geographic Scope of Service** Applicant shall demonstrate ability to provide services in geographic area for which it is applying.
- 6 **Personnel Requirements** Applicant shall include resume of Project Director.

Applicant shall conduct, at a minimum, a criminal history record check for any person who is employed or volunteers in an administrative or program position which necessitates close proximity to clients. Applicant shall have a written plan for addressing any findings that result from the criminal history record check. A copy of the criminal history record check shall be placed in the employee's or volunteer's personnel file and shall be available for review by OPA.

Requirements:

- 1) Peer Recovery Support Specialist (PRSS). Individuals performing duties as a PRSS shall meet the following requirements: A Hawaii Certified Peer Specialist (HPCS) and one (1) year of SUD service experience. For more information on the HPCS see Section 5 Attachment G, Federal and State Internet Resources. A PRSS may perform the following non-clinical services: 1) Pre-Treatment Services and 2) Recovery Support Services.
- 2) Hawaii State Certified Substance Abuse Counselor (CSAC). Individuals performing duties as a CSAC shall meet the following requirements: 1) be a Hawaii CSAC pursuant to HRS 321-193 (10); or 2) hold a Master's Degree in a behavioral health science with one (1) year of SUD

prevention, treatment or recovery service. A CSAC may perform all services in the continuum of care.

3) Addiction Care Coordinator (ACC). Individuals performing Treatment Services as an ACC must meet one of the following requirements: 1) possess a Hawaii CSAC pursuant to HRS 321-193 (10); or 2) possess a Bachelor's Degree in a behavioral health science with one (1) year of SUD service; or 3) possess a behavioral health License (valid and recognized in the State of Hawaii) such as a Licensed Social Worker, Licensed Marriage and Family Therapist or a Licensed Clinical Social Worker.

4) Clinical Supervisor. Individuals performing duties as Clinical Supervisor shall meet the following requirements: be a Hawaii CSAC pursuant to HRS 321-193 (10) and hold a Master's Degree or higher in a behavioral health science. Refer to ADAD website for Peer Recovery Support Specialist, CSAC and Clinical Supervisor Certification: <http://health.hawaii.gov/substance-abuse/counselor-certification/.b>. CARES Personnel. Individuals conducting services as part of the CARES shall meet personnel requirements described in 2.4 B. 1 Personnel congruent with level/type of service provided.

Credential Exemption. The APPLICANT may request a temporary exemption from these credentialing requirements for staff members who do not currently meet the minimum requirements. In order for a temporary Credential Exemption to be considered, the APPLICANT shall submit a plan for each staff member that will be covered by the exemption. The plan should outline the following: 1) how the APPLICANT will assure minimum quality standards/supervision; and 2) a timeline for attaining credentialing. Should an exemption be approved, progress for each staff exemption shall be reported in the quarterly report until credential is obtained.

The APPLICANT shall describe and maintain staff to client ratios appropriate to the level of care provided. The APPLICANT shall substantiate such ratios based on best practices and document in policies and procedures. Staffing shall reflect a multi-disciplinary team effort to the greatest extent possible.

The APPLICANT shall have on the premises at least one (1) person currently certified for First Aid and Cardiopulmonary Resuscitation.

The APPLICANT shall maintain documentation for each employee of an initial and annual tuberculosis (TB) skin test or chest X-ray.

The APPLICANT shall assure at least 12 hours of relevant clinical training per year for each staff person providing clinical services per HAR 11-175-14(e)(l)-(4), which shall include:

- 1) Staff education on the Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).
- 2) Staff education on the risks of tuberculosis (TB) for those abusing substances.

- 3) Staff education on the risks of tuberculosis and Hepatitis-C for those abusing substances.
- 7 **Evidence-Based Practice** Describe how your project utilizes best practices in the fields of clinical mental health and/or substance use treatment. (Maximum 3000 characters)
- 8 **Project Goals** Provide the overall objectives that you are trying to achieve with your project.
- 9 **Project Work Plan** Describe the projects major milestones (checkpoints that help you measure progress and ensure you are still on track to reach your goals) including all significant activities that you will need to complete to achieve the impacts described in your proposal. Please keep task descriptions short and concise. Include information for the entire project for the full grant term. If there are elements of your proposed project that will use funding other than the Grant, please indicate them in the work plan and budget. Example:

Task Number	Project Activities	Who will complete task?	Timeframe (Quarter)
1	Example: Complete preliminary site layouts/operations plans	Joe Schmoe, Project Planner	Q1

- 10 **Evaluation of Project Impacts:** Describe how you will evaluate the impacts associated with the project deliverables. How will you know whether your project succeeded in reaching its goals? Focus on impacts directly attributable to the project. Examples:

Anticipated Impact	Metric/data to evaluate the impact
Example 1: Hire two new employees, with goal of hiring from underserved communities	Example 1: Number of jobs created, position description and scheduled hours, regular or temp status
Example 2: Increased number of individuals receiving treatment services	Increase in number over prior years of individuals receiving treatment services; breakdown of demographic data for population receiving services.

- 11 **Dependencies and External Factors:** Explain the external key factors that will influence whether this project is successful and how you intend to address them. For each, indicate whether the activity/task/approval/etc. has been completed, or if not, your plan for completing it. (Maximum 3000 characters).

Example: Securing all required permits/authorizations/approvals; filling positions, etc.

- 12 **Project Sustainability**: Describe how your project will be sustained beyond the one-year grant period.
- 13 **Project budget**. List all expenses and intended use of grant funds.

Expenses: Project expense estimates must be reasonable, directly related to the proposed project, and clearly described and justified in the budget narrative. The following list includes examples of some common expenses allowable in this Grant program:

- Advertising
- Brochures
- Collateral materials
- Equipment rental
- Facility rental
- Postage
- Posters
- Printing
- Products
- Public relations
- Salary and wages (at prevailing wages for work that is done on or on behalf of the project)
- Security
- Shipping
- Some consultants services
- Supplies and materials
- Website Development or enhancement

Ineligible uses of grant funding include the following expenses:

- Fundraising expenses
- Equipment purchases that are not directly related to this project
- Organizational start up plans
- Purchase of alcohol
- Proposal preparation expenses (Grant writing, etc.)
- Purchase of Real Estate
- Purchase of automobiles
- Travel Expenses
- Real Estate Expenses

B. PROJECT - EQUITY REFLECTION QUESTIONS (Equity is defined as: “the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to

underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.):

1. How does your organization define equity?
2. What inequities can be observed among different groups based on their location, race/ethnicity, income/ALICE, home-ownership status, health status, English proficiency, etc.?
3. **Cultural Equity:** What is the background of the communities affected by your project in terms of their history, culture, politics, and society? How have previous actions, including those by the County or others, influenced these communities? How does this project consider these historical disparities/impacts?
4. **Procedural Equity:** How does your project ensure the participation of groups that are disproportionately affected? How have community members been involved in the development and evaluation of the project? How will your organization communicate information about the project to effectively reach people from groups that are disproportionately affected?
5. **Distributional Equity:** How will the project distribute its benefits and responsibilities? Are there potential unequal effects on underserved groups? Identify opportunities to promote equity, such as requirements for contracting, subcontracting, hiring, material sourcing, etc.
6. **Structural Equity:** What methods and various data points will your project use to identify inequity and ensure that it prioritizes groups that are disproportionately affected? Share equity data indicators (i.e., groups that have been contacted) to track in grant reports. How will your project assess its performance using specific metrics and provide opportunities for reflection on equity?

C. ORGANIZATIONAL INFORMATION:

Application Information will include (but is not limited to) the following:

- Organizational Information including mission.
- IRS 501(c)(3) determination letter
- Department of Commerce and Consumer Affairs COGS Certificate (Certificate of Good Standing)
- Most recent copy of IRS Form 990 filing
- Financials – including most recent Financial statement (or profit/loss statement) and annual operating budget for the current year.
- HCE Compliance Notice (not required to apply but must be compliant prior to funding)
- List of Applicant's Board of Directors and/or leadership including names, titles and

affiliations, and any actual or perceived conflicts of interest.

- Applicants Articles of Incorporation (preferred), or other documentation such as Bylaws or Secretary's Certificate certifying the stated person(s) authorized to sign legal documents on behalf of the organization.
- Letters of Recommendation and Support (not required).

2.09 PROPOSAL SUBMISSION INSTRUCTIONS

Applicants are required to submit their proposals through the Amplifund System. Proposals must be received **on or before 4:00 p.m. Hawaii Standard Time on Friday, September, 2023**. Proposals received after the deadline or not via the Amplifund system will not be considered. After the award, all proposals shall be public information.

SECTION 3: EVALUATION CRITERIA

This RFP shall be evaluated and awarded through a Four (4) phase process. A scoring system will be utilized to maximize the objectivity of the evaluation. Scoring is intended to help the committees sort and assess proposals to assist committee deliberation process, but scores do not solely determine the final funding recommendations. Final funding recommendations are made through deliberations as a group.

3.01 EVALUATION COMMITTEE

The Director of Life’s Choices Kauai shall select an evaluation committee with knowledge of the program objectives to provide initial review and ranking of the proposals. Proposals shall be evaluated based on the Proposal Evaluation Criteria listed below. Any committee member with a potential conflict of interest with a proposer shall recuse themselves from the review of that proposer’s submission.

3.02: EVALUATION PHASES

Evaluation phases will be conducted as follows:

- Phase 1: Screening
- Phase 2: Initial Proposal Evaluation
- Phase 3: Community Engagement
- Phase 4: Final Proposal Evaluation

PHASE 1 – SCREENING, INITIAL COMMITTEE REVIEW AND INITIAL SCORING

An initial screening shall take place immediately after the proposals are downloaded by OPA. The initial screening involves reviewing all submitted proposals for eligibility and completeness. Incomplete proposals or proposals not meeting these minimum requirements may be rejected and dropped from further consideration.

PHASE 2 – INITIAL PROPOSAL GRANT EVALUATION CRITERIA

Phase 2 of the evaluation process: The Grant review committee will review proposals based on the following criteria. Scoring is intended to help the committee sort and assess proposals to assist the committee deliberation process, but scores do not solely determine the final funding recommendations. Final funding recommendations are made through the committee’s deliberations as a group.

Proposal Review Criteria	Possible Points
<p>Population of Focus and Statement of Need</p> <ul style="list-style-type: none">• Clearly identified and described population of focus. Demographic profile of the population of focus in terms of race, language, sex, age (adolescent and/or adult), gender identity, sexual orientation, age, and socioeconomic status.• Clearly identified geographic area.• Identify need, including service gaps, disparities and the extent of the need for the population of focus. Identify the source of the data.	20

<p>Applicant Readiness</p> <ul style="list-style-type: none"> • Demonstrates sufficient planning, management experience and staff/volunteer resources to ensure that the project is likely to succeed. Experience could include successful completion of past projects utilizing external funding. • Demonstrates financial viability of the applicant organization such that there is high likelihood that the project would be completed within the grant term. • Organization mission – do they have a clear, well-defined and achievable mission? Who comprises the board of directors and senior leadership responsible for building the mission? Is the organization’s leadership diverse? Are the organization’s general structure and program aligned with its mission? • Staff and organizational experience commensurate with duties required. 	10
<p>Special Focus</p> <ul style="list-style-type: none"> • Describe with particularity whether focus is on mental health, substance abuse, or both. • Project promotes positive behavioral health and follows recovery principles. • Identification of Evidence-Based Practice to be used. 	10
<p>Proposed Implementation Approach</p> <ul style="list-style-type: none"> • Describes goals and measurable objectives, including number of unduplicated individuals to be served with award funds. • Provides complete descriptions and time estimates of the project activities, milestones, and deliverables necessary to achieve desired outcomes. • The work plan is well-aligned with the scale of effort and timeframe necessary to achieve the desired outcomes. • Provides information on in-progress tasks/dependencies that need to be completed before the grant-funded project begins, and a plan for their completion. • Provides specific information about how data will be collected and how such data will be used to manage and monitor the program. 	30
<p>Project budget</p> <ul style="list-style-type: none"> • Includes supporting documentation including quotes, bids and estimate details. • The cost elements of the project appear to be complete, consistent with the work plan, and reasonable (the amount requested is proportional with the outcome achieved). • Valid sources of revenue. 	20
<p>Equity impact:</p> <ul style="list-style-type: none"> • Organization is currently demonstrating a commitment to equity through its workplace practices or community impact, or applicant has identified specific actions it will take during the grant term to build its capacity to advance equity • Organization has a diverse set of leaders including board members and staff. • Examples of ways in which the organization is engaged in supporting marginalized populations within its community is evident. 	10

PHASE 3 – FINAL PROPOSAL EVALUATION

In Phase 3, a final evaluation of all projects will commence and shall be based on the secondary review of each proposal using the criteria mentioned in this Section and include scoring from Phase 2. Scoring is intended to help the committees sort and assess proposals to assist committee deliberation process, but scores do not solely determine the final funding recommendations. Final funding recommendations

are made through deliberations as a group.

OPA reserves the right to make an award based only upon proposals as submitted or may require submittal of additional information, or oral presentation, or both.

OPA may conduct discussions with proposal contacts to facilitate arriving at an agreement that will provide the best value to the County, taking into consideration the evaluation factors set forth in this RFP. Discussion shall be coordinated by OPA and all information regarding date, place, purpose, and attendance shall be recorded. Priority listed proposers shall be accorded fair and equal treatment with respect to any opportunity for discussions and revision of proposals. OPA also reserves the right to discuss with one or more proposers and request best and final offers provided that no proposer's proposal or information regarding its negotiation with OPA shall be public information or shared with any other proposer until after an award is made. Upon award, the existing contract file, including but not limited to a copy of all successful and unsuccessful proposers' proposals shall be made available for public inspection.

The Prosecuting Attorney shall assist the committee in the final selection of the proposals, which will best accomplish the needs of the County and in accordance with the availability of funds.

3.03 RECOMMENDATION FOR CONTRACT AWARD

The evaluation committee shall prepare a report summarizing proposal evaluation rankings and provide recommendations for award of contracts. The awards shall be made to the Proposer(s) submitting the top proposal(s) as determined by the evaluation committee with final evaluation assistance from OPA. The award recommendation shall be based on the proposal(s) deemed to best meet the Proposal Objective and not necessarily on lowest cost.

3.04 REJECTION OF PROPOSALS

The Director of Life's Choices Kauai reserves the right to accept or reject any or all proposals and to waive any defects in said RFP if deemed to be in the best interest of the County.

SECTION 4: AWARD OF CONTRACT

4.01 AWARD OF CONTRACT

The Proposer, upon being selected for grant funding, will be notified of the award by Life's Choices Kauai by email. Said notices shall not be construed to be authorization to proceed with the performance of any program. Any services performed by the Proposer prior to execution of the grant contract shall be at the Proposer's own risk and expense.

4.02 EXECUTION OF CONTRACT

A contract document shall be executed by OPA and the selected Proposer via digital signature and will take effect on the date all signatures have been received. This document will serve as the official and legal contractual instrument between both parties. This document ("Contract") will incorporate (by attachments or reference) the terms of this RFP, with all addendums; and the Proposer's proposal; all of which becomes part and whole of the "contract." Upon receipt of the Letter of Award and contract documents, the Proposer shall have five (5) business days to digitally execute and return the contract documents digitally to the County of Kauai. The award of contract may be withdrawn by OPA if successful Proposer is unable to meet contract execution requirements. This Contract shall not be binding or of any force until said Contract has been fully and properly signed by all the parties thereto. Completed sets of the fully executed contract will be digitally sent to the Proposer. A copy of the contract provisions is attached hereto for reference as Exhibit A.

4.03 FUNDING

Funding for this grant will occur as follows:

- **80%** of the awarded amount listed in Paragraph 1 will be paid upon receipt of final executed copy of the Contract, a written request for payment is received and HCE Compliance is confirmed by OPA.
- **20%** of the awarded amount will be made upon satisfactory completion of the project and submission and approval of the Final Written and Budget Report via the Amplifund system and confirmation of current HCE Compliance.

Funding can be made sooner or later should the project exceed or be delayed from its anticipated timeline and deliverables. The Proposer must communicate with their OPA Project Manager for any variances to the budget, timeline, and deliverables.

4.03 INDEMNIFICATION

If selected, the Proposer shall perform the contract as an independent contractor and shall indemnify and save the County and its officers and employees harmless from any and all deaths, injuries, losses and damages to persons or property, and any and all claims, demands, suits, action and liability therefore, caused by error, omissions or negligence in the performance of the contract by the Contractor or the Contractors subcontractors, agents and/or employees, until such time as action against the Contractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, as amended, relating to limitations of action.

4.04 REPORTING REQUIREMENT

If selected, the Proposer shall be required to provide quarterly progress reports, including a final report of the funded project to OPA. Department funding must be acknowledged in this report and in all other publications based on the project results. Interim reports will be required per the contractual agreement. All project reports and results are considered public property and cannot be patented, copyrighted or restricted in any manner unless specifically agreed to by both parties. You will be required to turn in reports on time and to communicate with the Director of Life's Choices Kauai on a regular basis. Site visits will be held to ensure the reporting is accurate. Any projects that are not on schedule (based on the timeline provided), must contact their sector manager and turn in an updated timeline and explain the timeline difference. During the project period, the Director of Life's Choices may require that you keep impact data that will be specific to your project. At the end of the contract, you will be required to turn in the Final Report, Final Budget, and any data requirement as set up by the Life's Choices Director. Failure to complete reports on time are reported in the next grant cycle and points can possibly be deducted for organizational capacity and readiness.

4.05 CONTRACT PROVISIONS

Please see Exhibit "A" for sample contract

Exhibit "A"

THE COUNTY OF KAUA‘I GRANT AGREEMENT

Enter organization/grantee’s name and grant year

This Grant Agreement is made between the County of Kaua‘i, whose mailing address is 4444 Rice Street, Līhu‘e, Hawai‘i 96766 (“COUNTY”) and Enter organization/grantee’s legal name, a nonprofit Enter type of legal entity, e.g. organization, corporation, or unincorporated association, whose principal mailing address is Enter organization/grantee’s address(es) (“GRANTEE”).

RECITALS

WHEREAS, Kaua‘i County Code (“KCC”) Title III, Chapter 6, Article 3 establishes standards for the appropriations of public funds to private organizations providing programs and services which the COUNTY has determined to be in the public interest;

WHEREAS, grants made pursuant to KCC Title III, Chapter 6, Article 3 are exempted from Hawai‘i Revised Statutes (“HRS”) Chapter 103D by HRS § 103D-102(b)(2)(A);

WHEREAS, the GRANTEE has submitted a Grant Application pursuant to KCC § 6-3.2(a);

WHEREAS, the COUNTY, through its review committee, finds that the Enter proposed project’s title proposed in GRANTEE’S Grant Application (“PROJECT”) yields benefits to the public of the County of Kaua‘i and accomplishes public purposes; and

WHEREAS, funds have been appropriated to be expended as grants for the purposes expressed in KCC Title III, Chapter 6, Article 3.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Grant Agreement, the COUNTY and the GRANTEE agree as follows:

1. Grant Amount. The COUNTY awards the GRANTEE a grant of Enter grant amount in numerical form for the PROJECT, which shall be disbursed pursuant to the terms of this Grant Agreement.
2. Purpose of the Grant. The GRANTEE shall use the grant funds for the PROJECT in accordance with the PROJECT Description set forth in the GRANTEE’S Grant Application and Grant Budget dated Click or tap to enter a date.. GRANTEE’S Grant Application is attached and incorporated into this Grant Agreement as “Exhibit A.” GRANTEE’S Grant Budget is attached and incorporated into this Grant Agreement as “Exhibit B.”
3. Period of Agreement; Notice to Proceed. This Grant Agreement shall be effective from the date of execution by all parties as indicated at the end of this Grant Agreement and

shall continue until **Click or tap to enter a date.**; provided however, that it may be extended, suspended or terminated pursuant to the terms of this Grant Agreement. GRANTEE shall not proceed with the PROJECT until the COUNTY has given it a written Notice to Proceed. If the Notice to Proceed is unduly delayed, the COUNTY may in its discretion unilaterally extend the Period of Agreement to a date set forth in the Notice to Proceed.

4. Disbursement of Grant Funds. Grant funds will be disbursed to GRANTEE pursuant to the Grant Disbursement Schedule attached and incorporated into this Grant Agreement as “Exhibit G.”

Written requests for payment shall be submitted with a copy of the document(s) required in the Grant Disbursement Schedule to the County of Kauai, ATTN: **Enter County contact’s name**, 4444 Rice Street, Suite **Enter suite number**, Lihue, HI 96766 or by emailing the same to **Enter County contact’s email address**.

5. Separate Funds. GRANTEE shall keep grant funds financially separate in GRANTEE's book of accounts.
6. Reporting Requirements. GRANTEE shall submit quarterly progress and expense reports, and a year-end progress and expense report on the use of the funds to the COUNTY. Quarterly reports shall be due on or before the fifteenth (15th) of the month following the close of the quarter. The year-end report shall be due within ninety (90) days following the close of the fiscal year in which the money is appropriated. The quarterly progress and expense reports shall be submitted using the Quarterly Progress Report form attached as “Exhibit C” and the Quarterly Expense Report form attached as “Exhibit D.” The year-end report may also be submitted on these forms.

The reports shall contain but are not limited to:

- a. Program status summary;
- b. Program data summary;
- c. Summary of participant characteristics;
- d. Financial status report of the COUNTY funds used;
- e. Financial status report of the remaining balance of COUNTY funds, if any;
- f. A narrative report; and
- g. Any other information requested by the COUNTY.

All reports shall be submitted to the County of Kauai, ATTN: **Enter County contact’s name**, 4444 Rice Street, Suite **Enter suite number**, Lihue, HI 96766 or emailed to **Enter County contact’s email address**. If the GRANTEE fails to timely submit reports, the COUNTY may take action as permitted by this Grant Agreement and deny future funding requests from the GRANTEE.

Within sixty (60) days after the completion of the PROJECT or the end of the Period of Agreement, whichever is sooner, GRANTEE shall submit a Final Report and a Final Expense Report to the County of Kauai, ATTN: **Enter County contact's name**, 4444 Rice Street, Suite **Enter suite number**, Lihue, HI 96766 or by emailing the same to **Enter County contact's email address**. The Final Report form is attached as "Exhibit E" and the Final Expense Report form is attached as "Exhibit F."

7. Inspection and Monitoring. GRANTEE shall permit the COUNTY or its duly authorized agent(s) periodic access to any and all of GRANTEE's programs, facilities, events or activities related to this Grant Agreement without advance formal notification or appointment, when such access is for the express purpose of monitoring, investigating, or improving policies and procedures, related to this Grant Agreement.
8. Grant Covenants:

GRANTEE agrees to:

 - a. Comply with all applicable Federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, or disability, in employment and any condition of employment with the GRANTEE or in participation in the benefits of any program or activity funded in whole or in part by government funds;
 - b. Comply with all applicable licensing and contracting requirements of the COUNTY, State, and Federal governments, and with all applicable accreditation and other standards of quality generally accepted in the field of the GRANTEE's activities;
 - c. Have in its employ, within its membership, or under contract, such persons as are professionally qualified to engage in the PROJECT funded in whole or in part by government funds;
 - d. Comply with such other requirements as the COUNTY's Director of Finance may prescribe to ensure adherence by the provider or GRANTEE with COUNTY, Federal, and State laws and to ensure quality in the service or activity rendered by the GRANTEE; and
 - e. Allow the COUNTY full access to records, reports, files and other related documents in order that it may monitor and evaluate the management and fiscal practices of the GRANTEE to assure proper and effective expenditure of COUNTY funds.
9. Other Applicable Laws. GRANTEE shall comply with any and all applicable COUNTY, State, and Federal statutes, regulations, codes, directives and guidelines related to the performance of this Grant Agreement, including any statutory law related to contracting with the State of Hawai'i.

10. Representations and Warranties.

GRANTEE represents and warrants that:

- a. The information contained in its submitted Grant Application (Exhibit A) is, to the best of GRANTEE's knowledge, true and correct, and has complied with the criteria set forth in KCC § 6-3.2(a) by indicating that:
 - i. GRANTEE is a non-profit organization, corporation or unincorporated association, chartered or otherwise engaging in charitable activities in the County of Kaua'i;
 - ii. The purpose for which GRANTEE's non-profit corporation or association is organized provides benefits to the people of the County of Kaua'i; and
 - iii. The purposes for which GRANTEE's non-profit corporation or association is organized and for which the grant was requested provides services or activities to meet a distinctive cultural, social or economic need and for which adequate Federal or State funding could not be secured.
- b. It is not prohibited from contracting with the COUNTY under KCC § 3-1.8, in that:
 - i. No COUNTY officer or employee has a substantial interest, involving services or property of a value in excess of one thousand dollars (\$1,000.00), in GRANTEE's organization, corporation or unincorporated association; and
 - ii. It is not represented or assisted personally in this matter by a person who has been an employee of the COUNTY agency administering this grant within the preceding one (1) year and who participated while in COUNTY office or employment in the matter with which this Grant Agreement is directly concerned.
- c. The member(s) or representative(s) of GRANTEE's organization, corporation, or unincorporated association that agrees to and signs this Grant Agreement is authorized to enter into binding agreements or contracts on behalf of GRANTEE.
- d. It is a federally registered tax-exempt 501(c)(3) organization under Section 501(a) of the Internal Revenue Code.
- e. It will conduct all activities to be performed in connection with the PROJECT in a safe and prudent manner.
- f. No grant funds received as direct aid will be utilized for essentially religious uses or for the purpose of inhibiting any religion.

- g. No grant funds will be used to support or benefit any private school.
- h. It will obtain prior COUNTY approval for any proposed condition or limitation on participation in any event funded by the PROJECT grant, including, but not limited to, a condition or limitation related to the theme of the event, the participants, or the duration of the event. Any proposed condition or limitation must be reasonable, viewpoint-neutral, and non-discriminatory.

11. GRANTEE Personnel. GRANTEE shall secure, at its own expense, all personnel required to perform this Grant Agreement. GRANTEE and its employees and agents are not by reason of this Grant Agreement, agents or employees of the COUNTY for any purpose and shall not be entitled to claim or receive from the COUNTY any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to COUNTY employees.

12. Suspension; Repayment; Withholding.

- a. Suspension. The COUNTY may suspend this Grant Agreement in whole or in part and any disbursements thereunder for failure of the GRANTEE to comply with any term or condition of this Grant Agreement. Upon suspension, the COUNTY shall inform the GRANTEE in writing of the basis for the suspension. The GRANTEE shall have ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, in which to respond with a plan agreeable to the COUNTY for corrective action. If no plan is approved or the approved corrective action is not taken, the COUNTY may take further action as authorized by this Grant Agreement and/or permitted by law.
- b. Repayment and Withholding. GRANTEE shall repay the COUNTY for any amounts disbursed which the COUNTY determines were: 1) not used for authorized purposes; 2) used in violation of Federal, State, or COUNTY statutes, regulations, or guidelines; 3) unspent by the date of expiration or termination of this Grant Agreement; and/or 4) otherwise inconsistent with this Grant Agreement. The COUNTY may also withhold further disbursements or reimbursements to GRANTEE. The COUNTY shall inform the GRANTEE in writing when repayment or withholding is required and the basis thereof. The GRANTEE shall have ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, in which to respond to the COUNTY's determination with a plan for corrective action. The COUNTY has sole discretion to agree to the plan, to proceed with ordering the repayment of the grant funds and/or withholding of any allowable reimbursement, or take further action as authorized by this Grant Agreement and/or permitted by law. If the Grant Agreement is terminated, repayment shall be made pursuant to the Termination provision in Item 14.

13. Modification of Grant Agreement. The COUNTY may, in its sole discretion, authorize changes that are within the scope of the PROJECT, budget reallocations that are within the Grant Amount, and extensions of the Period of Agreement. Other than the foregoing, this Grant Agreement shall **not** be changed, modified, amended or waived, except by a written agreement executed by duly authorized representatives of the COUNTY and GRANTEE.
14. Termination. This Grant Agreement may be terminated in its entirety or in part:
- a. By the COUNTY:
 - i. If GRANTEE refuses, fails, or is unable to perform any provision of this Grant Agreement with such diligence as will ensure its satisfactory completion within the time specified in this Grant Agreement, or any extension thereof, or commits any substantial breach of this Grant Agreement. Upon GRANTEE's refusal, failure, or inability to perform, or substantial breach, the COUNTY shall notify the GRANTEE in writing of the non-performance or breach. If not cured within ten (10) working days after written notice is delivered personally to GRANTEE or mailed to its address listed in this Grant Agreement, the COUNTY may terminate this Grant Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.
 - ii. Without cause by delivering written notice to GRANTEE personally or by mail to its address listed in this Grant Agreement thirty (30) calendar days before the effective date of such termination.
 - b. By mutual written agreement of the parties to this Grant Agreement.

Within thirty (30) calendar days of any termination, unless otherwise directed by the COUNTY, GRANTEE shall transfer to the COUNTY any grant funds on hand at the termination of this Grant Agreement and any property acquired or improved in whole or in part with grant funds.

15. Costs Incurred Due to Suspension or Termination. The COUNTY shall not reimburse the GRANTEE for any costs incurred by the GRANTEE during suspension or after termination of this Grant Agreement, unless the COUNTY authorizes such costs in writing.
16. **INDEMNIFICATION, DUTY TO DEFEND, AND RELEASE; Claim Notice.**
- a. GRANTEE shall indemnify, defend, release, and hold harmless the COUNTY, its officers, employees, contractors, and agents from and against any and all losses, liabilities, claims, and causes of actions arising directly or indirectly from the errors, omissions, or acts of GRANTEE's officers, directors, partners, employees, contractors, and agents in the performance of or in connection with this Grant Agreement.

- b. The COUNTY shall give GRANTEE reasonable written notice (a "Claim Notice") of any losses or discovery of facts on which the COUNTY intends to base a request for indemnification or duty to defend. The COUNTY's failure to provide a Claim Notice to GRANTEE does not relieve GRANTEE of any liability that GRANTEE may have to the COUNTY, but in no event shall GRANTEE be liable for any losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the related third-party claim. Each Claim Notice shall contain a description of the third-party claim and the nature and amount of the related losses (to the extent that the nature and amount of the losses are known at the time). The COUNTY shall furnish promptly to GRANTEE copies of all papers and official documents received in respect of any losses.
17. Competitive Bidding. GRANTEE shall obtain competitive bids for goods and services to be purchased with these funds, wherever possible.
18. Advertising and Promotion. The GRANTEE shall provide to the COUNTY for review all media or advertising that references the COUNTY, or that includes the COUNTY logo, including any acknowledgment that financial support for the PROJECT is provided by the COUNTY. The GRANTEE shall not publish or distribute any such media or advertising without first obtaining the written approval of the COUNTY.
19. Fraud, Waste, and Abuse. The GRANTEE understands that the COUNTY does not tolerate any type of fraud, waste, or misuse of funds. The COUNTY's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law or standards of ethical conduct will be investigated, and appropriate actions will be taken. The GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including but not limited to, those stated in this Grant Agreement; suspension or debarment from Federal, State, and COUNTY grants; and civil and/or criminal penalties.
20. Campaign Contributions Prohibited. GRANTEE acknowledges the applicability of HRS § 11-205.5, which states that campaign contributions are prohibited from specified State or COUNTY government contractors or grantees during the term of the agreement or grant if the contractors or grantees are paid with funds appropriated by a legislative body.
21. Public Documents. Documents submitted pursuant to this Grant Agreement will become public documents to the extent required by the Uniform Information Practices Act, Chapter 92F, HRS.
22. Miscellaneous Provisions.
 - a. Headings. All headings are for convenience only and shall not affect the interpretation of this Grant Agreement.
 - b. No waiver. No failure of either the COUNTY or the GRANTEE to insist upon the strict performance by the other of any covenant, term or condition of this Grant Agreement, nor any failure to exercise any right or remedy consequent upon a

breach of any covenant, term, or condition of this Grant Agreement, shall constitute a waiver of any such breach of such covenant, term, or condition. No waiver of any breach shall affect or alter this Grant Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect without respect to any existing or subsequent breach.

- c. Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision of this Grant Agreement unenforceable, invalid, or illegal.
- d. Survival of obligations. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Grant Agreement, as well as all continuing obligations indicated in this Grant Agreement, shall survive, completion and acceptance of performance and termination, expiration or completion of this Grant Agreement.
- e. No third-party obligations. Except as may be specifically set forth in this Grant Agreement, none of the provisions of this Grant Agreement are intended to benefit any third party not specifically referenced herein. No party other than the COUNTY and GRANTEE shall have the right to enforce any of the provisions of this Grant Agreement.
- f. Actions of the COUNTY in Its Governmental Capacity. Nothing in this Grant Agreement shall be interpreted as limiting the rights and obligations of the COUNTY in its governmental or regulatory capacity.
- g. Governing Law. This Grant Agreement shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Hawai'i without regard to the conflicts or choice of law provisions thereof.
- h. Remedies. The remedies provided in this Grant Agreement shall be cumulative and shall not preclude the COUNTY of any other rights or from seeking any other remedies permitted by law.
- i. Assignment and Subcontracts. The GRANTEE may not assign rights or duties, or subcontract delivery of services from this Grant Agreement without the prior written consent of the COUNTY. Such consent shall not relieve the GRANTEE of liability in the event of a breach by its assignee.
- j. Counterparts and Electronic Signatures. This Grant Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding on the parties as of the date of the last signature as indicated at the end of this Grant Agreement. Delivery of counterpart may be affected by Adobe Sign, transmitting a signed signature page by emailed PDF, or other mutually agreeable electronic means. The parties agree to conduct transactions by electronic means, including this Grant Agreement, any required reports, and any other documents necessary to effectuate this Grant Agreement.

- k. Approved as to Form and Legality. The terms of this Grant Agreement Template have been approved as to form and legality by the County Attorney as required by the Charter of the County of Kauai. No modification of any term herein, other than the completion of the fillable fields, is permitted without the express written approval of the County Attorney or a Deputy County Attorney. Any such modification made without the express written approval of the County Attorney or a Deputy County Attorney will result in the revocation of the approval as to form and legality.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement effective as of the date of the last signatory below.

COUNTY OF KAUA'I

Enter organization/grantee's name

REIKO MATSUYAMA DATE
Director of Finance

Enter name of grantee signor. DATE
Enter title of grantee signor.

APPROVAL RECOMMENDED

DEREK S. K. KAWAKAMI DATE
Mayor

EXHIBIT B – MENTAL HEALTH AND SUBSTANCE ABUSE GRANT PROGRESS REPORT

Must be submitted on or before the 15th of each month following the end of each quarter as applicable (quarters run Jan-March, Apr-June, July-Sept and Oct-Dec) until completion of the project or the end of the contract period.

Agreement Start Date:	Quarter End Date:
Name of Organization:	
Project Title:	
Contact Name:	
Contact Title:	
Contact Phone:	
Contact Email:	

- 1) Describe how County Grant funds were used during the quarter in the development and implementation of the project.

- 2) Describe the status of the project and work completed since the prior reporting period.

- 3) Describe any major adjustments that have been necessitated or proposed.

- 4) Describe your next major steps for this project/program.

- 5) Describe any Project changes, issues, concerns.

- 6) Attach copies of all news articles, advertisements, flyers, brochures, etc. available to date.

- 7) Additional Comments:

Submitted by:

Name & Title

Date

Email

Phone

For Staff Use Only:

Date Received: _____ Accepted by: _____ Date: _____

EXHIBIT C – MENTAL HEALTH AND SUBSTANCE ABUSE FINAL GRANT REPORT

Please complete the following information (use organization Letterhead if possible):

A. Organization Information

- a. Name & Mailing Address:
- b. Contact Name including telephone number and email address.
- c. Project Name:
- d. Award Amount:

B. Project Summary, describing in the following a brief paragraph:

- a. The purpose of the program or project;
- b. The intended demographic profile and number of people that were to benefit from the program or project as described in the grant proposal (if applicable);
- c. The actual demographic profile and number of people who benefited from the program or project as described in the grant proposal (if applicable);
- d. The key activities of the program or project;
- e. If you have not submitted them already, please include 3+ photos of the program or project in action as separate .jpg or .png attachments.

C. Outcomes (This section should complete the majority of your report);

- a. List the intended outcomes and timelines of the program or project (from the original application);
- b. Provide evidence from the data collected to support whether program/project outcomes were achieved (quantitative and qualitative impact);
- c. If any intended outcomes were not achieved, indicate the reasons;
- d. Indicate any unintended outcomes which were achieved (positive and negative).

D. Conclusions

- a. Describe how the program or project could be altered to improve its results;
- b. Describe future plans for the project;
- c. Describe plans to fund the project in the future.