

STATE OF HAWAII
EXEMPT AGREEMENT FOR EMERGENCY CHILD
CARE SERVICES

THIS AGREEMENT, effective March 1, 2020 is entered into between the Department of Human Services, State of Hawai'i (**STATE**), by its Director or the Director's Designee, whose address is 1390 Miller Street, #209, Honolulu, HI 96813, and:

(PROVIDER)

as described in the Application and Proposal for Emergency Child Care Services Contract, a copy of which is attached as Attachment 1 and made a part of this contract.

RECITALS

A. This Agreement is a contract for purchase of health and human services that is exempt from the requirements of chapter 103F, Hawaii Revised Statutes (HRS). The STATE is authorized to enter into this Agreement pursuant to section 346-14, HRS, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), P.L. 116-138, and the Governor's Seventh Supplementary Proclamation Related to the COVID-19 Emergency, dated May 5, 2020, issued pursuant to chapter 127A, HRS.

B. Money is available to fund this Agreement pursuant to the CARES Act, P.L. 116-138.

C. The STATE needs the health and human services described in this Agreement and Attachment 1 (Required Services) and the Provider agrees to provide the Required Services. The STATE finds that PROVIDER's proposal, as described in Attachment 1, will fulfill the public purpose of providing the Required Services to ensure the increased health and safety measures for children in child care facilities licensed or registered by the STATE, related to the State's response to the COVID-19 pandemic.

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

1. Scope of Services. The PROVIDER shall provide cleaning, sanitation, and other activities necessary to maintain or resume the operation of child care programs, consistent with the purposes of this Agreement and as described in Attachment 1, in a proper and satisfactory manner as determined by the STATE.

2. Time of Performance. The PROVIDER shall complete the Required Services by September 30, 2020. The time of performance may be extended by mutual written agreement of the parties.

3. Compensation. The PROVIDER shall be compensated for performance and costs incurred under this Agreement in a total amount not to exceed:

\$ _____,
including all fees and costs incurred and any federal, state and local taxes, and in accordance with the proposed budget set out in Attachment 1. The funds shall be provided after execution of this Agreement, subject to verification of costs and expenses incurred in accordance with the Conditions of the Agreement.

4. Reporting Requirements. The PROVIDER shall submit to the STATE a Final Report within 60 days of the termination of the Agreement or after all funds have been expended, whichever is earlier, documenting the PROVIDER's delivery of the Required Services, and listing expenditures actually incurred in the performance of the Agreement. The PROVIDER shall return any unexpended funds to the STATE.

5. Conditions. PROVIDER shall:

- a. Comply with all federal, state, and county laws that in any way affect the PROVIDER's performance of this Agreement, including all laws prohibiting discrimination against any person on the basis of race, national origin, religion, creed, sex, age, sexual orientation, or disability.
- b. Not use state funds for entertainment or lobbying activities.
- c. Allow the STATE, any State legislative committee and their staff, and the State Auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring compliance, measuring effectiveness, and ensuring the proper expenditure of funds under this Agreement. After review of the expenditures, if the STATE determines any expenditures to be inappropriate and unallowable, the STATE may require that money to be refunded by the PROVIDER.
- d. Indemnify and hold the State harmless from and against any claims relating to activities carried out by the PROVIDER under this Agreement, and assume the sole liability to the PROVIDER's employees and agents, and to any individual not a party to the Agreement for any loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment for purposes of performance under this Agreement.

e. Be responsible for payment of all applicable federal, state and county taxes and fees which may become due and owing by the PROVIDER by reason of this Agreement.

6. Other Terms and Conditions. In the event of a conflict among the documents, the order of precedence shall be as follows: (1) Agreement, and (2) Attachment 1.

7. Availability of Funds. This Agreement is subject to the availability of funds and restrictions that may be imposed by the Department of Budget and Finance and the Governor. This Agreement shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

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

STATE

By _____

(Signature)

PANKAJ BHANOT
DHS DIRECTOR/DESIGNEE

Date _____

APPROVED AS TO FORM:

Deputy Attorney General

PROVIDER

By _____

(Signature)

Print Name _____

Print Title _____

Date _____