

**PROJECT AGREEMENT FOR ADMINISTRATIVE SERVICES  
BETWEEN THE STATE OF HAWAII DEPARTMENT OF HEALTH AND  
THE RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII**

This Project Agreement, effective June 1, 2019, is entered into between the State of Hawaii, Department of Health, (hereinafter referred to as “Department”) by its Director and The Research Corporation of the University of Hawaii, (hereinafter referred to as “RCUH”) pursuant to the Master Agreement between the State of Hawaii and RCUH dated April 17, 1995 and the first amendment to the Master Agreement between the State of Hawaii and RCUH dated June 1999 (hereinafter collectively referred to as “Master Agreement”).

**WITNESSETH:**

- A. The Department is in need of the administrative services described in this agreement and has determined that the justification and reasons for using the services of RCUH meet the criteria stated in Section 2 of the Master Agreement:
  - 1. Project is of an intellectual level generally conducted by the University of Hawaii;
  - 2. Project requirements are beyond the Department’s available resources;
  - 3. Services provided through RCUH are more efficient than those that could be received through the private sector;
  - 4. Project funds exceed \$25,000; and
  - 5. Project does not involve classified research.
- B. The Department desires to retain and engage the RCUH to provide the administrative services, and the RCUH is agreeable to providing the services.

**NOW, THEREFORE, the Department and the RCUH agree as follows:**


- a. **Scope of Services.** The RCUH shall provide, at the direction of the Department, administrative services as described in Section 5 of the Master Agreement to support the project being conducted by the Department, which is described in Attachment 1, which is hereby made a part of this Project Agreement.
- b. **Time of Performance.** The services required of the RCUH under this Project Agreement shall be performed and completed in accordance with the “Time Schedule” set forth in Attachment 2, which is hereby made a part of this Project Agreement.
- c. **Compensation.** The RCUH shall be compensated for services rendered and costs incurred under the Project Agreement in accordance with the “Compensation and Payment Schedule” as set forth in Attachment 3, which is hereby made a part of this Project Agreement.
- d. **Department Liaison.** The Principal Investigator and designated liaison between the Department and RCUH is Sylvia Mann.

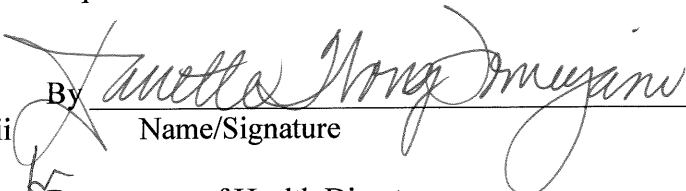
- e. **Relationship.** For the project described in Attachment 1, RCUH is acting as an agent of the Department and not as principal.
- f. **Program Revenue.** The Project described in Attachment 1 does not include collection of program revenues or user fees for and on behalf of the State of Hawaii.
- g. **Termination.** This Project Agreement may be terminated under section 18 of the Master Agreement, but otherwise will be terminated by the date certain indicated in Attachment 2. In addition, this Project Agreement may be terminated without cause by either party by giving the other party a minimum of sixty (60) days advance notice, specifying the effective date of the termination.
- h. **Applicability.** This Project Agreement, which includes the Master Agreement, constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings and agreements, oral and written, relating hereto. In the event of a conflict between this Project Agreement and the Master Agreement, the Master Agreement will prevail.
- i. **Amendment.** This Project Agreement may be amended at any time only by written mutual agreement of the parties hereto.

IN WITNESS WHEREOF, the Department and RCUH have executed this Project Agreement effective as of the date first above written.

Approved as to form and content:

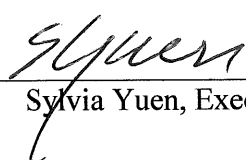
Department of Health

  
\_\_\_\_\_  
Deputy Attorney General, State of Hawaii

By   
\_\_\_\_\_  
Name/Signature  
Department of Health Director

Date: 5/17/19

**The Research Corporation of the University of Hawaii**

By   
\_\_\_\_\_  
Sylvia Yuen, Executive Director

**Attachment 1**

**SCOPE OF SERVICES**

RCUH shall provide administrative services and employ staff to support the Department to perform its scope of work and deliverables, described as follows:

- a. Plan, develop, test, and evaluate practice protocols to improve access to genetic services for children with suspected or confirmed metabolic conditions or suspected or confirmed genetic conditions and congenital malformations.

Protocols must include services that can be provided by new technology such as telemedicine. Activities shall include:

- 1) Conducting literature searches and collecting existing protocols and information related to regional provision of genetic services;
  - 2) Developing plan(s) for provision of genetic services based on information obtained;
  - 3) Seeking technical assistance from local and national consultants on developing, implementing, and evaluating a plan for provision of genetic services;
  - 4) Developing evaluation tools;
  - 5) Implementing protocol and evaluation methods; and
  - 6) Obtaining, analyzing, and reporting on data.
- b. Plan, develop, test, and evaluate practice protocols to improve access to comprehensive primary care for children with heritable conditions and public health nurse care coordination services for children with heritable conditions.

Activities shall include:

- 1) Conducting literature searches and collecting existing information related to improving access to primary care providers and public health nursing coordination;
  - 2) Developing comprehensive care and care coordination plan(s) based on information obtained;
  - 3) Seeking technical assistance from local and national consultants on developing, implementing, and evaluating plan(s);
  - 4) Developing evaluation tools;
  - 5) Implementing protocol and evaluation methods; and
  - 6) Obtaining, analyzing and reporting on data.
- c. Establish a data collection and reporting system to catalog the information obtained by:
    - 1) Maintaining the data collection system for existing and new data;
    - 2) Providing access data to project participants and consultants using web-based applications; and

- 3) Developing and disseminating a report of the data findings to the Project participants and via the Project website.
- d. Research local and regional third-party reimbursement for genetic services by:
    - 1) Tracking third-party reimbursements for genetic services including telemedicine services;
    - 2) Analyzing data;
    - 3) Developing plan to maximize third-party reimbursement; and
    - 4) Reporting on findings.
  - e. Assist states and Guam to assess and improve genetic and newborn screening services within their state or territory. Activities shall include:
    - 1) Assessing genetic and newborn screening services;
    - 2) Developing plan(s) and budget to improve genetic and newborn screening services; and
    - 3) Providing education to improve genetic and newborn screening services.
  - f. Develop accurate, culturally appropriate, translated, and understandable genetics and newborn screening educational activities and material.
  - g. Develop and maintain collaborative relationships among the participating states and territory (Hawaii, Oregon, California, Washington, Alaska, Idaho, and Guam) in the Project by:
    - 1) Developing mechanisms to foster the collaborative efforts among the region's genetic specialists, families, primary care providers, state genetic programs, state newborn screening programs, Children with Special Health Care Needs ("CSHCN") programs, and others to complete the Project's activities;
    - 2) Creating a Project Advisory Committee consisting of representatives of each state and territory in the region as determined by the Department;
    - 3) Creating a website for the Project that includes mechanisms to post draft documents, communicate among the participants, and allow the general public to comment on activities;
    - 4) Arranging the Project Advisory Committee and work group meetings and conference calls;
    - 5) Developing mailing lists, e-mail lists, and list services to facilitate communication among the project participants; and
    - 6) Developing project work groups as determined by the Project Advisory Committee.

**Program Budget:**

Personnel	\$245,000.00
Fringe	\$66,228.00
Employee Travel	\$40,000.00
Non-Employee Travel	\$60,000.00
Communication	\$12,000.00
Consultants	\$35,000.00
Other	<u>\$50,986.00</u>
Total Direct Costs	\$509,214.00
Indirect Cost (3.1%)	<u>\$15,786.00</u>
Total Costs	<u>\$525,000.00</u>

**Source of Funds:** S 17 526 H 000257 20 109 \$525,000.00

**Attachment 2**

**TIME SCHEDULE**

RCUH shall provide the services required under this Project Agreement from **June 1, 2019**, to and including **May 31, 2020**, unless this Agreement is sooner terminated.

Option to Extend Project Agreement. Unless terminated, this Project Agreement may be extended by the Department for specified periods of time not to exceed five (5) years or for not more than five (5) additional twelve (12) month periods, upon mutual agreement and the execution of a supplemental Project Agreement or Project Agreement modification. The Project Agreement price may be adjusted at the beginning of each extension period and shall be subject to allotment and the availability of funds.

**Attachment 3**

**COMPENSATION AND PAYMENT SCHEDULE**

In full consideration for the services performed by RCUH under this Agreement, the Department agrees to pay to the RCUH a total sum of money not to exceed **\$525,000.00**, which shall be paid in accordance with and subject to the following:

- a. Advance payment by the Department to RCUH of **\$43,750.00**, estimated one-month of expenditure, shall be made upon full execution of this agreement and receipt of RCUH invoice.
- b. Subsequent payment by the Department to RCUH shall be made monthly based on monthly billing of actual expenditures prepared by RCUH and shall include indirect cost fees at 3.1%. The RCUH shall establish a separate account for the project and submit monthly reports on expenditures made from the account. The account may only be used for purposes explicitly described in this Project Agreement.
- c. Invoices shall be emailed to:

Name: **Pauline Mui**

Email: **leeming.mui@doh.hawaii.gov**