

NEIL ABERCROMBIE
GOVERNOR



DARRYLL D. M. WONG
MAJOR GENERAL
ADJUTANT GENERAL

JOSEPH K. KIM
BRIGADIER GENERAL
DEPUTY ADJUTANT GENERAL

STATE OF HAWAII
DEPARTMENT OF DEFENSE
OFFICE OF THE ADJUTANT GENERAL
3949 DIAMOND HEAD ROAD
HONOLULU, HAWAII 96816-4495

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

MAUI

Approval to Issue a Use Permit to the Pacific Regional Medical Command and Telehealth (PRMC/TH) for access to, and partial use of, the Hawaii Army National Guard (HIARNG) Puunene Armory Building 1 located at 2701 Mokulele Highway, Kihei, Maui, TMK no. (2) 3-8-008: por. 001.

APPLICANT / PERMITTEE:

The Pacific Regional Medical Command and Telehealth, a federal agency, whose principal place of business is 1 Jarrett White Road, Honolulu, Hawai'i 96819.

LEGAL REFERENCE:

Sections 171-11 and -55, Hawai'i Revised Statutes.

LOCATION AND TAX MAP KEY:

Hawaii Army National Guard, Puunene Armory Building 1, 2701 Mokulele Highway, Kihei, Maui, identified by Tax Map Key: 2nd Division, TMK no. (2) 3-8-008:por. 001.

AREA:

Approx. 230 square feet
Located within the Puunene Armory (see building floor plan – Attachment A) in Family Support area.

Unreserved parking is available in the adjacent 113 stall parking lot. Only 8 stalls are used by other building occupants on an ongoing basis Monday through Friday. Most stalls are filled only during the National Guard's "drill weekends." The telehealth program anticipates about 10 visitors per month.

ZONING:

State Land Use District: Agricultural
County of Maui : Project District 10; Agricultural

LAND TITLE STATUS:

Not Ceded Land

CURRENT USE STATUS:

Land presently encumbered by Governor's Executive Order No. 3909, setting aside the land to the Department of Defense for Armory and Other Related Purposes. According to the Maui County real property website, other portions of parcel 001 are under executive order to the Department of Agriculture and under lease to Alexander & Baldwin LLC.

ITEM M-16

CHARACTER OF USE:

For office space for the purpose of promoting, sustaining, and enhancing soldier health, by providing telehealth services to the Hawaii National Guard (HING) in the State of Hawai'i, and their Soldiers and/or family members who are eligible for Department of Defense medical care.

TERM:

One (1) year term on a month-to-month basis, renewable annually, for a maximum of five (5) years.

COMMENCEMENT DATE:

To be determined by the Adjutant General.

RENT:

No Rent will be assessed the federal government as the services provided are for the benefit of the Hawaii National Guard (HING), their Soldiers and/or family members.

CHAPTER 343, HRS – ENVIRONMENTAL ASSESSMENT:

Pursuant to the Hawaii Administrative Rules (HAR) Environmental Impact Statement Rules of the Department of Health, State of Hawai'i, HAR section 11-200-8(a) (exempt classes of action), this disposition is exempt from requirements regarding preparation of an environmental assessment, as otherwise required by Chapter 343, Hawai'i Revised Statutes, relating to Environmental Impact Statements, because after consultation with other outside agencies and individuals having jurisdiction and expertise, the proposed action is not a departure from the exempt class of action found within the general Exemption Class #1 (Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing), found at HAR section 11-200-8(a)(1).

DCCA VERIFICATION:

Place of business registration confirmed:	N/A
Registered business name confirmed:	N/A
Applicant in good standing confirmed:	N/A

REMARKS:

The space will be used for a single-person PRMC/TH staffed office to provide counseling and telehealth services to the Hawaii National Guard Service Members and/or their dependents. No clinical health testing (e.g., drawing of blood and tissue) or exams will be conducted.

The Pacific Health Medical Command (PRMC) is a federal agency with the mission to promote, sustain and enhance soldier health by providing telehealth services to the Hawaii National Guard (HING) in the State of Hawaii, and their Soldiers and/or family members who are eligible for Department of Defense medical care.

Both the PRMC and HING recognize the increase in demand for behavioral health services with the rising operations tempo in the Department of Defense (DOD). They also share the desire to aid in the development of an integrated health care system whereby primary care and outpatient mental health treatment are provided seamlessly through identification and coordination.

The PRMC Telehealth program would ensure optimal utilization of scarce behavioral health resources, and creates access to providers geographically located in a location separate from the patient, thus reducing the sigma of accessing behavioral health services. Such services would include the following:

- a. Intake evaluation to assess for behavioral health treatment
- b. Behavioral health evaluations
- c. Behavioral health consulting and/or treatment

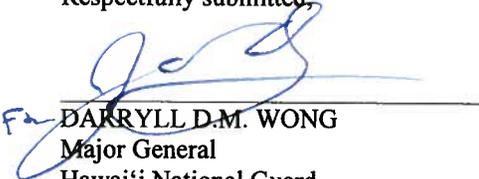
- d. Psychoeducation
- e. TBI evaluation and treatment
- f. Pain evaluation and management
- g. Psychiatric medication evaluation and management
- h. Mental health evaluations for medical boards
- i. Evaluation for administrative chapters and separations

Therefore, the DOD is willing to allow the Pacific Regional Medical Command and Telehealth the use of said property within the Puunene Armory on a “non-interference” basis, for this purpose only.

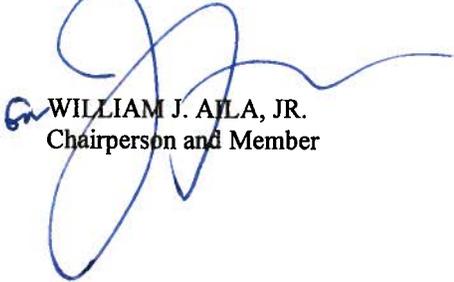
RECOMMENDATION: That the Board:

- A. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
- B. Consent to the Use Permit between the Department of Defense HIARNG and the Pacific Regional Command and Telehealth, subject to any applicable conditions cited above which are by this reference incorporated herein and further subject to the following:
 - 1. Review and approval by the Department of the Attorney General; and
 - 2. Such other terms and conditions as may be prescribed by the Adjutant General to best serve the interests of the State.

Respectfully submitted,


DARRYLL D.M. WONG
Major General
Hawai'i National Guard
Adjutant General

APPROVED FOR SUBMITTAL:


WILLIAM J. ATLA, JR.
Chairperson and Member

**USE PERMIT BETWEEN
THE PACIFIC REGIONAL MEDICAL COMMAND
and
THE HAWAII NATIONAL GUARD
(Permit #1514-001)**

This Use Permit is made between the **Adjutant General, Department of Defense, State of Hawaii**, and the **Pacific Regional Medical Command and Telehealth** providers (PRMC/TH), hereinafter called the "Permittee," under the authority of Section 121-19, Hawaii hereinafter called the Revised Statutes (HRS).

WHEREAS, PRMC is a federal agency with the mission to promote, sustain and enhance soldier health by providing telehealth services to the Hawaii National Guard (HING) in the State of Hawaii, and their Soldiers and/or family members who are eligible for DoD medical care;

WHEREAS, PRMC and HING recognize the increase in the demand for behavioral health services with the rising operations tempo in the Department of Defense; and **whereas**, both agencies recognize the need for and desire to aid in the development of an integrated health care system whereby primary care and outpatient mental health treatment are provided seamlessly through identification and coordination; and

WHEREAS, a telehealth program would ensure optimal utilization of scarce behavioral health resources, and creates access to providers geographically located in a location separate from the patient, thus reducing stigma of accessing behavioral health services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to the legally bound hereto, the parties hereby agree as follows:

The period of this Use Permit is for a term of one (1) year, renewable annually for a maximum of five (5) years. Renewals are mutually agreed amendments and may be made on or before the termination date, by written agreement. This Use Permit is revocable at will by the Adjutant General and includes the following:

**Access to and partial use of HIARNG's Building 1 located
at 2701 Mokulele Highway in Kihei, Maui, Hawaii.**

The conditions under which this Permit is granted are as follows:

1. The Permittee(s) shall co-occupy use of approximately 165 sq ft in said facility for the following specified purposes only:

- a. Intake evaluations to assess for behavioral health treatment

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- b. Behavioral health evaluations
- c. Behavioral health consulting and/or treatment
- d. Psychoeducation
- e. TBI evaluation and treatment
- f. Pain evaluation and management
- g. Psychiatric medication evaluation and management
- h. Mental health evaluations for medical boards
- i. Evaluation for administrative chapters and separations

2. The Permittee has inspected and knows the condition of said facilities and accepts the same without any representation or warranty whatsoever on the part of the State of Hawaii, and without any obligation or requirement on the part of the State of Hawaii to make any alterations, repairs or additions thereto.

3. The Permittee shall not construct any permanent structure on the above described facilities and shall not construct any temporary structure or advertising sign thereon.

4. The Permittee shall not make, permit or suffer, any waste, strip, spoil, nuisance or unlawful, improper or offensive use of the facilities.

5. Permittee, on behalf of itself, its officers, agents, servants, employees assigned, and other who may be on or using the facility herein granted at the Permittee's invitation, or the invitation of any one of them, hereby releases, waives and discharges the State of Hawaii, its agents, officers or employees from all liability for any bodily injury, death, or property damage or loss which may arise from, or is in anyway, connected with the use of the facility herein granted.

6. The Permittee shall neither transfer this Use Permit nor sublet the said facility or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this Use Permit.

7. The Permittee shall observe and comply with all laws, ordinances, rules and regulations of the federal, State, municipal or county governments affecting the facility. The permittees and/or their providers shall comply with any existing or forthcoming Anti-Terrorism/Force Protection threat levels and security policies at all times.

8. The Permittee shall give the Adjutant General thirty (30) calendar days notice in writing before requesting termination of this Use Permit vacating the facility. The Adjutant General reserves the right to revoke this Permit at will within thirty (30) days of LESSEE's receipt of Notice of Revocation by the Adjutant General or the United States Property and Fiscal Officer of Hawaii (USPFO), or if required for purposes deemed necessary in the interest of National Defense.

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9. The use and enjoyment of the premises shall not be in support of any policy, which discriminates against anyone based upon race, creed, color, national origin, or a physical handicap.

10. If any part of this permit is declared invalid by any court, the remainder shall continue in full force and effect.

11. Should the National Guard require use of the facility for on-going missions or activities deemed in the best interest and security of the Hawaii National Guard or the government of the United States, those activities will take precedence over this Use Permit. The Facility Administrator will contact Permittee should that action be necessary.

12. PRMC/TH providers shall maintain and keep the allocated premises in good repair and condition. Should repairs be required, PRMC/TH shall initiate a Service Request (see Attachment 1) and forward to the Armory Facility Administrator (AFA) for processing, scheduling, and performance of the repair work.

13. PRMC/TH providers shall be responsible for any damages to the premises or property therein as a result of making any unauthorized addition, alteration or improvements to the premises or facility without prior written approval from the Construction and Facilities Management Officer (CFMO) and USPFO, or the removal of any structure or fixture therefrom. All requested work designated or approved as permanent by the CFMO and USPFO, upon completion, becomes the property of the HING. PRMC shall exercise due diligence in the protection of property located on the premises against fire or damage, waste, or destruction from other causes.

14. On a daily basis, HIARNG staff total approximately eight (8), increasing to approximately 100 personnel during annual AT. This facility has parking lot capability to accommodate approximately 100 vehicles, therefore, no designated, marked stalls have been established for PRMC/TH or HIARNG staff.

15. All key access will be issued to PRMC's Point of Contact. Duplication of keys by PRMC or TH providers and/or staff members is not permitted. Lost or misplaced keys shall be immediately reported to the AFA.

16. PRMC/TH providers and/or staff's personnel, within the limits of their permitted use and occupancy, shall protect these premises against environmental contamination from air, ground, and water pollution. PRMC/TH providers and /or staff personnel shall comply with all laws, regulations, conditions or instructions affecting its activities and comply with any environmental notices, orders, or warnings issued by the Environment Protection Agency, or and Federal, State, Local governmental agency having jurisdiction to abate or prevent environmental contamination. The disposal of any toxic or hazardous materials, wastes or substances within the premises is specifically prohibited. PRMC/TH providers and/or staff personnel shall not discharge any waste or effluent from the premises in such a manner that the discharge will

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contaminate streams or other bodies of water or otherwise cause or create a public nuisance or hazard to human health.

17. HING is not responsible for any lost or stolen PRMC or Telehealth equipment. PRMC/TH providers shall not store any sensitive items in unit vaults; vaults use is exclusively reserved for storage of HING unit weapons and sensitive items.

18. Alcohol is not allowed within the facility or on the property at any time.

19. PRMC/TH providers shall not transfer any interest in the premises to any other agencies, organizations or persons, without prior written request and approval of the CFMO and USPFO.

20. PRMC/TH providers and/or staff shall ensure the safety of their personnel, patients and visitors at all times. PRMC/TH providers assumes full responsibility for the risk of bodily injury, death or property damage, or loss which may arise for, or is in any way connected with the use of facilities granted herein.

21. The State of Hawaii, its agents, officers or employees, shall not be responsible for damages to, or loss of property, death or injury to any persons which may arise from or is in any way connected to the activities of the PRMC/TH providers, its agents, officers, servants, employees or others invited onto the premises by any one of them, in using the facilities granted herein, or which may arise from the activities of the State of Hawaii, its agents, officers, employees, on the said premises.

22. PRMC/TH, on behalf of itself, its officers, agents, servants, employees assigned, and others invited by any one of them, who may be using the facilities and property herein granted, hereby releases, waives and discharges the State of Hawaii, its agents, officers or employees from all liability for any bodily injury, death or property damage or loss which may arise from, or is in any way connected with the use of the facility or property herein granted.

23. PRMC/TH providers, on behalf of itself, its officers, agents, servants, employees and invitees, agrees and promises to indemnify, defend and hold harmless the State of Hawaii, its agents, officers and employees, from any and all claims, demands, costs and judgments for any bodily injury, death or property damage or loss which may arise from, or is in any way connected with, the activities of the PRMC/TH providers, its agents, officers, servants, employees or others invited onto the premises by any one of them, in using the facilities granted herein or which may arise from the activities of the State of Hawaii, its agents, officers or employees, on the said premises.

24. On or before the expiration or revocation of this MOA/Use Permit by the Adjutant General, or revocation for the purpose of National Defense or Security, or its termination by PRMC, PRMC shall vacate the premises, remove its property and restore the premises to a condition satisfactory to the CFMO. Ordinary wear and tear and damage beyond the control of

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PRMC/TH providers is expected and shall not require restoration as long as the premises are returned to HING in satisfactory condition.

I ACKNOWLEDGE THAT I HAVE READ THIS USE PERMIT ENTIRELY AND THAT I UNDERSTAND AND AGREE TO ALL OF ITS PROVISIONS.

This Use Permit together with the conditions thereof (and all enclosures) is hereby accepted this ____ day of _____, 20____.

EDWARD K. CHUN-FAT, JR. (date)
Colonel, Hawaii Army National Guard
United States Property & Fiscal Officer
for Hawaii

DARRYLL D. M. WONG (date)
Major General, Hawaii National Guard
Adjutant General

LLOYD MAKI (date)
Acting Chief Engineering Officer
State of Hawaii
Department of Defense

DENNIS D. DOYLE (date)
Brigadier General, USA
Commanding
Pacific Regional Medical Command

APPROVED AS TO FORM AND LEGALITY:

DAVID A. LOPINA (date)
Lieutenant Colonel, Hawaii National Guard
Staff Judge Advocate
Hawaii National Guard

MICHAEL S. VINCENT (date)
Deputy Attorney General
State of Hawaii
Department of the Attorney General



Work Order Request Submittal

Please fill out the following form to request a formal work order submittal. Once this form is complete, please forward to the Army Facility Administrator (AFA) for your site or building. The AFA will coordinate with the Facility Management Representative (FMR) for your area to determine the validation and if approved request for a work order to be completed.

Facility Rep (FMR):	Enter text.	Date Requested:	Enter text.
Requestor (POC):	Enter text.	POC Phone:	Enter text.
Location Site:	Enter text.	Facility / Room:	Enter text.

Description of Request

Describe Facility or Equipment Failure:	Work Category:	Choose an item.
Enter text.		

Describe Work Request:	Suspense:	Enter text.
Enter text.		

Facility Review

Choose an item.

Facility Manager Comments:

Enter text.

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TAMC:

MCHK-BH
1 Jarrett White Road
Tripler AMC, HI 96859-5000

Functional Contact:

Chief, Child and Adolescent
Telebehavioral Services @ 433-6569

Technical Contact:

PRMC Telebehavioral Health
@ 433-3774

Administrative Contact:

Support Agreements Manager
@ 433-9091

HIARNG:

3949 Diamond Head Road
Honolulu, HI 96816-4495

Functional Contact:

State Surgeon @ 844-6084

Chief of Staff @ 672-1258

Administrative Contact:

Business Contracts Manager @
844-6537