



POLICE DEPARTMENT COUNTY OF MAUI



ALAN M. ARAKAWA
MAYOR
MM/lu
OUR REFERENCE
YOUR REFERENCE

55 MAHALANI STREET
WAILUKU, HAWAII 96793
(808) 244-6400
FAX (808) 244-6411

TIVOLI S. FAAUMU
CHIEF OF POLICE

DEAN M. RICKARD
DEPUTY CHIEF OF POLICE

September 5, 2018

Mr. Sananda Baz
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Mayor Date

For transmittal to:

Honorable Mike White, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair White and Members:

SUBJECT: OFFICE OF YOUTH SERVICES GRANT

In accordance with Ordinance No. 4861, Bill 57 (2018) Fiscal Year 2019 Budget, we are hereby transmitting to you a copy of the grant agreement with the Office of Youth Services for the KALO Program for the period of July 1, 2018 to June 30, 2019 in the amount of \$89,000.00.

Thank you for your attention to this matter. If you have any questions, please feel free to contact our accountant, Lesley Ann Uemae, at ext. 6309.

Sincerely,

TIVOLI S. FAAUMU
Chief of Police

RECEIVED
2018 SEP 13 PM 12:24
OFFICE OF THE
COUNTY CLERK



**STATE OF HAWAII
CONTRACT FOR HEALTH AND HUMAN SERVICES:
TRANSACTIONS EXEMPT FROM CHAPTER 103F, HRS**

This Contract, executed on the respective dates indicated below, is effective as of

July 1, 2018 between the

Department of Human Services, Office of Youth Services

(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Executive Director

(Title of person signing for the STATE)

whose address is: 1010 Richards Street, Room 314

Honolulu, Hawaii 96813-2940

and County of Maui, Maui Police Department

(Name of PROVIDER)

("PROVIDER"), a Government Entity

(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer identification numbers are as follows:

Business street address:

55 Mahalani Street

Wailuku, Hawaii 96793

Mailing address if different than business street address:

Federal employer identification number: 99-6000618

Hawai'i general excise tax number: N/A

I certify that this is a complete, true, and accurate copy of the original on file in our office.

Office of Youth Services

RECITALS

1. This Contract is for a purchase of health and human services that is exempt from the requirements of chapter 103F, Hawai'i Revised Statutes, ("HRS"), because:

- this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
- this Contract is to award grants or subsidies of state funds appropriated by the legislature to a specific organization as provided in section 103F - 101(a)(1), HRS, and section 3-141- 503(a)(2), Hawai'i Administrative Rules, or to award subawards and subgrants to specific organizations directed by the funding source as provided in section 3-141-503(a)(1);
- this Contract is wholly or partly funded from federal sources that conflict with the procedures and requirements established by chapter 103F, HRS, and its implementing regulations;
- this Contract is wholly or partly funded from federal sources that (1) identifies a target class of beneficiaries, (2) defines the requirements for a provider to be qualified to participate in the federal program, and (3) has the price of the provided health and human services dictated by federal law;
- this Contract is for an affiliation agreement with hospitals and other health care providers required for University of Hawaii clinical programs;
- this Contract is for the services of psychiatrists or psychologists in criminal or civil proceedings as required by a court order or by the rules of the court;
- this Contract is for a transaction covered by a written exemption from the Chief Procurement Officer for the STATE dated _____, 20 _____.

2. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

3. Money is available to fund this Contract pursuant to:

(1) See Exhibit A Fiscal and Budget Information for state source ✓, ✓
(Identify state sources)

in the amount of \$89,000.00 ✓, or
(state funding)

(2) N/A
(Identify federal sources)

in the amount of N/A, or both.
(federal funding)

D. The STATE is authorized to enter into this Contract pursuant to:

Section 346-63, Hawaii Revised Statutes

(Legal authority for Contracts)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

- corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- The PROVIDER is a government entity, and the undersigned representative of the PROVIDER is duly-authorized to execute contracts on behalf such government entity;
- other evidence of authority to sign:

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any relevant special condition of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

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

1. Scope of Services. ✓ The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. ✓ The PROVIDER shall provide the Required Services from July 1, 20 18, to June 30, 20 19, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. ✓ The PROVIDER shall be compensated

in a total amount for all required services not to exceed EIGHTY-NINE THOUSAND AND 00/100 DOLLARS (\$ 89,000.00), which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in attachment "3" to this Contract, which is hereby made a part of this Contract.

based upon referrals to the PROVIDER from the STATE, payment for each such referral shall be made according to Attachment "3". The STATE shall provide a minimum of N/A referrals to the PROVIDER.

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date)

July 31, 20 19. No amendment to the PROVIDER's Final Project Report shall be considered after (date) July 31, 20 19.

5. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

6. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

7. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.
8. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid.

Notice required to be given to the STATE shall be sent to:

Office of Youth Services

1010 Richards Street, Room 314, Honolulu, Hawaii 96813-2940

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

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

STATE

By Merton Chinen
(Signature)

Print Name Merton Chinen

Print Title Executive Director

Date 8/22/18

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

CORPORATE SEAL
(if available)

PROVIDER

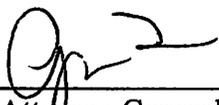
By TIVOLI S. FAAMU
(Signature)

Print Name TIVOLI S. FAAMU

Print Title CHIEF OF POLICE

Date 5/6/18

APPROVED AS TO FORM:


Deputy Attorney General

PROVIDER'S ACKNOWLEDGMENT

STATE OF _____)
) SS.
_____ COUNTY OF _____)

On this _____ day of _____, 20____, before
me appeared _____

and _____, to me known, to be the
person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the

_____ and _____
of _____,

the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument
as the free act and deed of the PROVIDER.

(Notary Seal)

By _____ (Signature)

Print Name _____

Date _____

Notary Public, State of _____

My commission expires: _____

Doc. Date: _____ # Pages: _____

Notary Name: _____ Circuit _____

Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION



STATE OF HAWAII

SCOPE OF SERVICES

The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, perform all work described in this Scope of Services in strict accordance with the terms and conditions of this Contract.

I. Overview of Service

Project-based cultural programs are learning environments that immerses the student in their values, heritage, cultures, landscapes, opportunities and experiences. The premise for culturally competent programs and services is the belief that continued learning and practicing of a native language and culture is a fundamental prerequisite for nurturing healthy and responsive citizens and contributes to the growth and harmony of the community. (Native Hawaiian Education Council) Culture is considered a protective factor that helps to promote positive health and an increased sense of self and identity.

Protective factors that strengthen relationships with family, school, and community, are essential to the growth and development of healthy individuals and encourage positive lifestyle behavior. The foundation for establishing such relationships and connections are rooted in the spirit of "ALOHA" in which each individual must think and display good feelings to one another. The expression of kindness, harmony, pleasantness, humility, and patience serve as a framework for program design to enhance school engagement and educational success and to improve outcomes for youth who are at greatest risk of substance abuse, delinquency, and dropping out of any established educational system or learning environment.

The spirit of "ALOHA" is further imbedded in the Native Hawaiian Education Council's (NHEC) guiding themes for culturally responsive learning environments and is effective in developing strategies for educational competencies and social responsibility. These guiding themes include:

- A. *'Ike Pīlina* (Value of Relationship) enriching relationships between youth, family, people, places and things that influence their lives through experiences, their ancestors, culture, and traditions.
- B. *'Ike Maui Lāhui* (Value of Cultural Identity) strengthening and sustaining cultural identity through practices that support learning, understanding, behaviors, and spiritual connections through the use of language, culture, history, traditions and values.
- C. *'Ike Kuana 'Ike* (Value of Cultural Perspective) increasing global understanding by broadening the views and vantage points that promotes contributions to local and global communities.
- D. *'Ike Na 'auao* (Value of Intellect) instilling and fostering a lifelong desire to seek knowledge and wisdom, through the traditions and stories of our elders.
- E. *'Ike Ho 'okō* (Value of Applied Achievement) developing multiple cultural pathways for achieving success in pursuing learning excellence.
- F. *'Ike Piko 'u* (Value of Personal Identity) promoting personal growth, development and self-worth to support a greater sense of belonging, compassion and service toward one's self, family and community.



STATE OF HAWAII

SCOPE OF SERVICES

- G. *The Honua* (Value of Place) developing a strong understanding of place, and appreciation of the environment and the world at large, and the delicate balance necessary to maintain it for generations to come.

Project-based cultural programs provide a framework for addressing youth issues to ensure youth have the opportunity to develop social, emotional, cognitive, behavioral and moral competencies and resiliency to enable them to achieve a successful transition into young adulthood. The PROVIDER shall implement the KALO Program within this framework.

The KALO Program will serve youth at-risk for entering the juvenile justice system and their families utilizing a culturally-based curriculum based on the five values that encompass the spirit of ALOHA; Akahai (kindness), Lokahi (harmony and unity), Olu'olu (agreeable), Ha'aha'a (humility), and Ahonui (patience).

II. Goals, Objectives, Outcomes

A. The goals and objectives of the KALO Program are:

1. To strengthen and sustain cultural identity through practices that support learning, understanding, behaviors, and spiritual connections through the use of language, culture, history, traditions, and values.
2. To promote personal growth and development that serve to strengthen cultural identity and values, *pono* decision-making, and the ability to contribute to one's self and family, and the community, both local and global.
3. To engage in activities and services that will promote further exploration by youth of one's cultural identity and heritage to gain a deeper sense of respect and aloha for self.
4. To develop and engage in mentoring opportunities with *kupuna* (elders) and/or *makua* (adult) to foster relationships and connections with others.
5. Enrich relationships between youth family, people, places, and things that influence their lives through experiences, their ancestors, culture and traditions.
6. Involve young people in their communities to increase understanding by broadening the views and vantage points that promote contribution and social responsibility to local and global communities.

B. The STATE uses an Outcomes Framework which focuses on specific changes in youth and family conditions and behaviors. Within the context of the Outcomes Framework and to contribute to the achievement of the above outcomes for youths, the PROVIDER shall:

1. Meet the following numerical targets and milestones that project the number of participants who will achieve an established level of success related to the following achievements as a result of the services:



STATE OF HAWAII
SCOPE OF SERVICES

- a. In each budget period, 80% of the youths registered for the program, will successfully complete the program and have experienced increased protective factors and/or reduced risk factors.
 - b. In each budget period, 80% of the youths registered for the program, will demonstrate positive change in targeted behaviors as a result of program services and maintain the positive change in behavior for 6 months beyond program completion.
 - c. In each budget period, 80% of the youths registered for the program, will demonstrate enhanced or increased competency in targeted competency area/s and continue to demonstrate the competence for 6 months beyond program completion.
2. Determine the measure/s used to identify and track changes in behaviors, attitudes, and/or skills of program participants and the impact of the program services on the progress of program participants.
 3. Specify and submit to the STATE the numerical projections on the Performance Plan, Form 4-1 (rev. 11/17), no later than thirty (30) calendar days after execution of this Contract.
 4. Utilize the Performance Report, Form 10 (rev. 11/17), to evaluate progress in achieving the established performance targets and to improve services and strengthen or adjust programs.

III. Program Activities

A. The PROVIDER shall:

1. Make contact with and engage at-risk youth and their families through activities including but not limited to the following:
 - a. Accept youth into the program, recording relevant (demographic) information for data collection, tracking and follow up support purposes. Determine appropriateness of the program for the youth who may be referred to the program. Assess youth and family strengths, competencies, and needs to determine and plan appropriate program activities.
 - b. Engage, motivate, and empower the youth and family to strengthen their support systems and enhance their capacity to resolve their problems and to mediate crisis, and to act on their own behalf.
 - c. Assist youth in identifying goals and objectives and develop milestones, activities and methods to assist youth achieve established goals.
2. Connect at-risk youth within defined region/community to appropriate resources, services, and activities, justice system or non-justice, both public (including, but not limited to other OYS funded contract services) and private through activities including but not limited to the following:
 - a. Establish a collaborative and integrated approach with other community resources to serve the youth targeted by this service through formal agreements, sub-contractual



STATE OF HAWAII

SCOPE OF SERVICES

- arrangements, memorandum of agreement, and/or letters of agreement with other agencies and/or community groups.
- b. Make successful connections between youth and family and appropriate (continuum of care) services and resources in the community.
 - c. Advocate on the youth or family's behalf to secure resources necessary to achieve their goals.
3. Provide culturally responsive services, activities, and programs.
- a. Provide services that reflect the culture, ethnicity, and identity of the program participants and are delivered within contexts that promote an understanding and appreciation of the ethnic and cultural diversity of the community and provide youth with opportunities to develop an understanding of self and one's culture and a sense of identity and belonging and promote the development of competencies in youth.
 - b. Include *Kupuna* (respected elders) in the program implementation. *Kupuna* can play an important part in service delivery as authentic role models and mentors; bridges between the past and present; storytellers; and keepers of traditional wisdom and knowledge.
 - c. Provide opportunities for youth to participate in programs that are the least restrictive and maximizes contact and establishes relationships with youth who are functioning at levels that are considered to be healthy and non-deviant and support programs and services that integrates youth from diverse backgrounds and functioning levels to help offset any deviant peer contagion effect that may occur.
 - d. Specifically address the areas of social well-being, knowledge, reasoning and creativity, vocational preparation, and social responsibility through activity types described below:
 - i. Youth Leadership activities that allow youth to experience leadership, group dynamics and problem solving opportunities such as youth advisory boards, youth council, and youth representatives on community collaboration efforts.
 - ii. Educational Development activities such as tutoring, alternative education, and/or peer tutoring that promote academic improvement, coursework completion and high school graduation to prepare youth for higher level academic and/or vocational education. Connect and collaborate with schools to address needs of youth.
 - (i) Community Service and Service Learning programs to engage youth and provide them with significant roles in planning and implementing activities, as well as opportunities to contribute to the organization and the community.
 - (ii) Mentoring and Intergenerational programs that provide youth with opportunities to be involved with adults in meaningful interactions and quality relationships that are consistent and that provide approval for pro-social behaviors and sanctions for antisocial behaviors.



STATE OF HAWAII
SCOPE OF SERVICES

- (iii) Performing/Visual Arts and Humanities activities that enhance learning and creative opportunities through drama, storytelling, poetry writing, and music.
 - (iv) Sports, Fitness and Health activities that improve physical health, self-concept, athletic and scholastic competence, and physical appearance; encourage working as a team; provide nutrition exploration; develop resistance skills; and discuss contraceptive practices/abstinence.
 - e. Utilize cultural strategies to enhance self-esteem and responsible decision-making; leadership development; service learning, career exploration; and other activities that will enhance personal growth and development.
 - f. Incorporate a trauma-informed care approach, recognizing the presence of trauma symptoms and acknowledging the role of trauma's influence in the youth's history and functioning, and that may contribute to involvement with the juvenile justice system.
4. Integrate effective strategies through activity types including but not limited to the following:
- a. Enrich relationships between youth, family, people places and things that influence their lives through experiences, their ancestors, culture and traditions;
 - b. Strengthen and sustain cultural identity through practices that support learning, understanding, behaviors, and spiritual connections through the use of language, culture, history, traditions, and values;
 - c. Involve young people in their communities to increase understanding by broadening the views and vantage points that promote contribution and social responsibility to local and global communities;
 - d. Involve the community in expanding life options for youth by instilling and fostering lifelong desire to seek knowledge and wisdom, through the traditions and stories of our elders;
 - e. Provide youth development activities that enhance self-esteem and promote personal growth and development to support a greater sense of belonging, compassion and service towards one's self, family and community;
 - f. Develop a strong understanding of place, and appreciation of the environment and the world at large, and the delicate balance necessary to maintain it for generations to come.

IV. Other Service Requirements

The PROVIDER shall:

- A. The target population for the service includes youth ages 10 to 21 years old that are involved, or at high risk for involvement with, the juvenile justice system in **Maui County**. This population includes street youth, unsheltered (homeless) youth, out-of-school youth, youth involved with gangs, youth in foster care and group homes, pregnant and parenting teens, gay, lesbian,



STATE OF HAWAII
SCOPE OF SERVICES

bisexual, and transgender (GLBT) youth; and/or youth of Marshallese, Micronesian, Samoan, Hawaiian, Filipino and African-American ancestry who may be over-represented within the juvenile justice system.

- B. Register with the Hawaii Youth Services Directory, and update program services information as needed.
- C. Provide services in the following geographic area: **Island of Maui**
- D. Ensure that the time and effort of program staff are appropriately allocated to provide all of the program activities identified in **III. Program Activities** and **IV. Other Service Requirements**. These activities shall correlate with and be in proportion to the overall program goals, objectives, outcomes, performance targets, and milestones.
- E. Not utilize youths targeted for this Contract for any PROVIDER solicitation or political campaign purposes.
- F. Not charge youths and/or their families for program services provided under this Contract without the prior approval of the STATE.
- G. Submit to the STATE, if applicable, Memoranda of Agreement and working Agreements with other agencies for services under this Contract prior to the service being provided for review for appropriateness and relevancy.
- H. Submit to the STATE, if applicable, subcontracts with other agencies for services under this Contract prior to the services being provided for review for appropriateness and relevancy. The PROVIDER shall ensure that all subcontractors comply with the requirements of this Contract. Upon the request of the STATE, the PROVIDER shall submit documentation of the subcontractor's compliance with the requirements of this Contract.
- I. Provide interpreter services:
 - 1. The PROVIDER shall offer language assistance to individuals with limited English proficiency at no cost to the individual.
 - 2. The PROVIDER shall document the offer of language assistance and whether the individuals declined or accepted the language assistance.
 - 3. The PROVIDER is prohibited from requiring individuals to bring their own interpreters with them to program activities.
 - 4. The PROVIDER shall be responsible for the cost of language assistance which may be claimed as an expense in accordance with the PROVIDER'S proposed budget.



STATE OF HAWAII

TIME OF PERFORMANCE

1. The PROVIDER shall provide the Required Services from July 1, 2018 to June 30, 2019, unless this Contract is sooner terminated.
2. The STATE, at its option, may extend this Contract in writing for four (4) consecutive 12-month periods pending the appropriation and availability of funds for each and every fiscal year and the satisfactory performance of the Required Services as determined by the STATE, or unless this Contract is sooner terminated.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

1. **SUM TO BE PAID.** In full consideration for the services satisfactorily performed by the PROVIDER under this contract, the STATE agrees to pay the PROVIDER a total sum of money not to exceed **EIGHTY-NINE THOUSAND AND NO/100 DOLLARS (\$89,000.00)** for the contract period, subject to the appropriation and availability of funds for each and every fiscal year. The source of funds shall be specified in the Fiscal and Budget Information, attached hereto as Exhibit A and incorporated by reference.
2. **METHOD OF PAYMENT.** Payments shall be made on a cost-reimbursable basis and in accordance with and subject to the following:
 - a. After the end of each month of the contract period the PROVIDER shall submit an original invoice for costs incurred on the services provided in accordance with the Scope of Services. A final invoice shall be submitted by the PROVIDER no more than forty-five (45) days after the end of the contract period.
 - b. A three-month expenditure report is due thirty (30) calendar days after the end of every third month of the contract period. A final expenditure report is due thirty (30) days after the end of each budget period. All expenditures reported by the PROVIDER shall be subject to review by the STATE. If the STATE determines the expenditures to be reasonable, necessary, and authorized by the contract, the STATE shall approve them. If the STATE determines any expenditures to be unreasonable, unnecessary, or not authorized by the contract, the STATE shall deduct those expenditures from the total expenditures reported and shall adjust payment accordingly.
 - c. A final reconciliation between the amount paid to the PROVIDER and the total expenditures reported will be done at the conclusion of the budget period. Any amount due to the PROVIDER shall be paid if all required reports and documents were submitted and accepted by the STATE. Any amount due to the STATE shall be refunded by the PROVIDER within thirty (30) days of written notification.
 - d. The PROVIDER shall be paid the total expenditures reported less any amounts found to be unreasonable or unallowable, subject to audit. If the total exceeds the budgeted amount, the PROVIDER shall be paid the budgeted amount.
 - e. Line item expenditures that were 10% below or above the budget amount and more than \$500 shall require an explanation on the final expenditure report.
3. **COST PRINCIPLES.** The expenditure reports shall be completed in accordance with the State of Hawaii, State Procurement Office, Chapter 103F, HRS – Cost Principles, Purchases of Health and Human Services and when applicable, in accordance with 2 CFR Part 200, Subpart E – Cost Principles for Federal Awards.
4. **BUDGET AND REVISIONS.** A contract budget is required to be submitted by the PROVIDER for review and approval by the STATE. The PROVIDER will be allowed to submit a revised



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

budget, subject to approval by the STATE, anytime up to thirty (30) days prior to the end of the Contract period. Should the STATE in its discretion not approve a budget revision, the PROVIDER shall make corrections to it until the budget revision is acceptable to the STATE and is approved by the STATE. A budget revision is required to be submitted by the PROVIDER for review and approval by the STATE for the following situations:

- a. Moving costs between categories (i.e. Other Current Expenses and Personnel Costs).
 - b. Revisions of any budget line items that require detailed justification as indicated by an asterisk on Contract Budget Form OYS-205.
 - c. Salary increases and any other expenditures that require prior approval in accordance with the Cost Principles.
 - d. As requested by the STATE.
- 5. REFUND PAYMENTS FOR SERVICES NOT AUTHORIZED.** The PROVIDER agrees to refund moneys received from the STATE for any family or individual or unit of service which was not authorized by the STATE. Such refunds shall be made within thirty (30) calendar days of written notification by the STATE. Should the refund not be forthcoming due to a disagreement between both parties, such dispute shall be submitted to the head of the purchasing agency for resolution.
- 6. REPORTING PENALTY.** Should the PROVIDER fail to file any of the written program or expenditure reports with the STATE on or before the required dates as set forth in Attachment 1, Scope of Services and this Attachment, the STATE is authorized to withhold funds owed to the PROVIDER until the reports are submitted, reviewed, and deemed acceptable by the STATE.
- 7. PAYMENTS IN ACCORDANCE WITH CHAPTER 40, HRS.** All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes.

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

1. By Heads of Departments or Agencies as Delegated by the Director of Human Resources Development¹.

Pursuant to the delegation of the authority by the Director of Human Resources Development, I certify that the services provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, Hawai'i Revised Statutes ("HRS").

(Signature)

Merton Chinen

(Print Name)

Executive Director

(Print Title)

¹ This part of the form may be used by all department heads and others to whom the Director of Human Resources Development (DHRD) has delegated authority to certify §76-16, HRS, civil service exemptions. The specific paragraph(s) of §76-16, HRS, upon which an exemption is based should be noted in the contract file. NOTE: Authority to certify exemptions under §§ 76-16(2), 76-16(12), and 76-16(15), HRS, has not been delegated; only the Director of DHRD may certify §§76-16(2), 76-16(12), and 76-16(15) exemptions.

2. By the Director of Human Resources Development, State of Hawai'i.

I certify that the services to be provided under this Contract, and the person(s) providing the services under this Contract are exempt from the civil service, pursuant to §76-16, HRS.

(Signature)

(Date)

(Print Name)

(Print Title, if designee of the Director of DHRD)

THIS FORM IS DELETED AND INOPERATIVE

**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments, boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of:

County of Maui, Maui Police Department

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

1. PROVIDER is* is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. PROVIDER has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. PROVIDER has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Contract and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Contract, if the legislator or employee had been involved in the development or award of the Contract. (Section 84-14 (d), HRS).
4. PROVIDER has not been represented on matters related to this Contract, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Contract. (Sections 84-18(b) and (c), HRS).

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the STATE if this Contract was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the

* Reminder to agency: If the “is” block is checked and if the Contract involves goods or services of a value in excess of \$10,000, the Contract may not be awarded unless the agency posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

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**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
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GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS ✓

1. Representations and Conditions Precedent

1.1 Contract Subject to the Availability of State and Federal Funds.

1.1.1 State Funds. This Contract is, at all times, subject to the appropriation and allotment of state funds, and may be terminated without liability to either the PROVIDER or the STATE in the event that state funds are not appropriated or available.

1.1.2 Federal Funds. To the extent that this Contract is funded partly or wholly by federal funds, this Contract is subject to the availability of such federal funds. The portion of this Contract that is to be funded federally shall be deemed severable, and such federally funded portion may be terminated without liability to either the PROVIDER or the STATE in the event that federal funds are not available. In any case, this Contract shall not be construed to obligate the STATE to expend state funds to cover any shortfall created by the unavailability of anticipated federal funds.

1.2 Representations of the PROVIDER. As a necessary condition to the formation of this Contract, the PROVIDER makes the representations contained in this paragraph, and the STATE relies upon such representations as a material inducement to entering into this Contract.

1.2.1 Compliance with Laws. As of the date of this Contract, the PROVIDER complies with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER’s performance of this Contract.

1.2.2 Licensing and Accreditation. As of the date of this Contract, the PROVIDER holds all licenses and accreditations required under applicable federal, state, and county laws, ordinances, codes, rules, and regulations to provide the Required Services under this Contract.

1.3 Compliance with Laws. The PROVIDER shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the PROVIDER’s performance of this Contract, including but not limited to the laws specifically enumerated in this paragraph:

1.3.1 Smoking Policy. The PROVIDER shall implement and maintain a written smoking policy as required by Chapter 328K, Hawaii Revised Statutes (HRS), or its successor provision.

1.3.2 Drug Free Workplace. The PROVIDER shall implement and maintain a drug free workplace as required by the Drug Free Workplace Act of 1988.

- 1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).
- 1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.
- The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.
- A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.
- Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.
- Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.
- 1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

the minimum, timely notice to such clients of the termination of this Contract, and appropriate counseling.

- 1.6 Reporting Requirements. The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in this Contract if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER's overall efforts toward meeting the requirements of this Contract, and listing expenditures actually incurred in the performance of this Contract. The PROVIDER shall return any unexpended funds to the STATE.
- 1.7 Conflicts of Interest. In addition to the Certification provided in the Standards of Conduct Declaration to this Contract, the PROVIDER represents that neither the PROVIDER nor any employee or agent of the PROVIDER, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the PROVIDER's performance under this Contract.

2. Documents and Files

2.1 Confidentiality of Material.

2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.

2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.

2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

PROVIDER and any subcontractors shall allow the STATE free and unrestricted access to such records.

3. Relationship between Parties

- 3.1 Coordination of Services by the STATE. The STATE shall coordinate the services to be provided by the PROVIDER in order to complete the performance required in the Contract. The PROVIDER shall maintain communications with the STATE at all stages of the PROVIDER's work, and submit to the STATE for resolution any questions which may arise as to the performance of this Contract.
- 3.2 Subcontracts and Assignments. The PROVIDER may assign or subcontract any of the PROVIDER's duties, obligations, or interests under this Contract, but only if (i) the PROVIDER obtains the prior written consent of the STATE and (ii) the PROVIDER's assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER's assignee or subcontractor have been paid. Additionally, no assignment by the PROVIDER of the PROVIDER's right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawai'i, as provided in section 40-58, HRS.
- 3.3 Change of Name. When the PROVIDER asks to change the name in which it holds this Contract, the STATE, shall, upon receipt of a document acceptable or satisfactory to the STATE indicating such change of name such as an amendment to the PROVIDER's articles of incorporation, enter into an amendment to this Contract with the PROVIDER to effect the change of name. Such amendment to this Contract changing the PROVIDER's name shall specifically indicate that no other terms and conditions of this Contract are thereby changed, unless the change of name amendment is incorporated with a modification or amendment to the Contract under paragraph 4.1 of these General Conditions.
- 3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
- 3.4.1 Independent Contractor. In the performance of services required under this Contract, the PROVIDER is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE's opinion, the services are being performed by the PROVIDER in compliance with this Contract.
- 3.4.2 Contracts with Other Individuals and Entities. Unless otherwise provided by special condition, the STATE shall be free to contract with other individuals and entities to provide services similar to those performed by the Provider under this Contract, and the

PROVIDER shall be free to contract to provide services to other individuals or entities while under contract with the STATE.

- 3.4.3 PROVIDER's Employees and Agents. The PROVIDER and the PROVIDER's employees and agents are not by reason of this Contract, agents or employees of the State for any purpose. The PROVIDER and the PROVIDER's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees. Unless specifically authorized in writing by the STATE, the PROVIDER and the PROVIDER's employees and agents are not authorized to speak on behalf and no statement or admission made by the PROVIDER or the PROVIDER's employees or agents shall be attributed to the STATE, unless specifically adopted by the STATE in writing.
- 3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

Furthermore, the PROVIDER intentionally, voluntarily, and knowingly assumes the sole and entire liability to the PROVIDER's employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the PROVIDER, or the PROVIDER's employees or agents in the course of their employment.

The PROVIDER shall 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 Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

The PROVIDER shall obtain a general excise tax license from the Department of Taxation, State of Hawai'i, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The PROVIDER shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state law against the PROVIDER have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The PROVIDER shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under section 103-53, HRS, and these General Conditions.

The PROVIDER is responsible for securing all employee-related insurance coverage for the PROVIDER and the PROVIDER's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

3.5 Personnel Requirements.

3.5.1 Personnel. The PROVIDER shall secure, at the PROVIDER's own expense, all personnel required to perform this Contract, unless otherwise provided in this Contract.

3.5.2 Requirements. The PROVIDER shall ensure that the PROVIDER's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Modification and Termination of Contract

4.1 Modification of Contract.

4.1.1 In Writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the PROVIDER and the STATE.

4.1.2 No Oral Modification. No oral modification, alteration, amendment, change, or extension of any term, provision or condition of this Contract shall be permitted.

4.1.3 Tax Clearance. The STATE may, at its discretion, require the PROVIDER to submit to the STATE, prior to the STATE's approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service showing that all delinquent taxes, if any, levied or accrued under state and federal law against the PROVIDER have been paid.

4.2 Termination in General. This Contract may be terminated in whole or in part because of a reduction of funds available to pay the PROVIDER, or when, in its sole discretion, the STATE determines (i) that there has been a change in the conditions upon which the need for the Required Services was based, or (ii) that the PROVIDER has failed to provide the Required Services adequately or satisfactorily, or (iii) that other good cause for the whole or partial termination of this Contract exists. Termination under this section shall be made by a written notice sent to the PROVIDER ten (10) working days prior to the termination date that includes a brief statement of the reason for the termination. If the Contract is terminated under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.

- 4.3 Termination for Necessity or Convenience. If the STATE determines, in its sole discretion, that it is necessary or convenient, this Contract may be terminated in whole or in part at the option of the STATE upon ten (10) working days' written notice to the PROVIDER. If the STATE elects to terminate under this paragraph, the PROVIDER shall be entitled to reasonable payment as determined by the STATE for satisfactory services rendered under this Contract up to the time of termination. If the STATE elects to terminate under this section, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.4 Termination by PROVIDER. The PROVIDER may withdraw from this Contract after obtaining the written consent of the STATE. The STATE, upon the PROVIDER's withdrawal, shall determine whether payment is due to the PROVIDER, and the amount that is due. If the STATE consents to a termination under this paragraph, the PROVIDER shall cooperate with the STATE to effect an orderly transition of services to clients.
- 4.5 STATE's Right of Offset. The STATE may offset against any monies or other obligations that STATE owes to the PROVIDER under this Contract, any amounts owed to the State of Hawai'i by the PROVIDER under this Contract, or any other contract, or pursuant to any law or other obligation owed to the State of Hawai'i by the PROVIDER, including but not limited to the payment of any taxes or levies of any kind or nature. The STATE shall notify the PROVIDER in writing of any exercise of its right of offset and the nature and amount of such offset. For purposes of this paragraph, amounts owed to the State of Hawai'i shall not include debts or obligations which have been liquidated by contract with the PROVIDER, and that are covered by an installment payment or other settlement plan approved by the State of Hawai'i, provided, however, that the PROVIDER shall be entitled to such exclusion only to the extent that the PROVIDER is current, and in compliance with, and not delinquent on, any payments, obligations, or duties owed to the State of Hawai'i under such payment or other settlement plan.

5. Indemnification

- 5.1 Indemnification and Defense. The PROVIDER shall defend, indemnify, and hold harmless the State of Hawai'i, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the PROVIDER or the PROVIDER's employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
- 5.2 Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the PROVIDER in connection with this Contract, the PROVIDER shall pay any cost and expense incurred by or imposed on the STATE, including attorneys' fees.

6. Publicity

- 6.1 Acknowledgment of State Support. The PROVIDER shall, in all news releases, public statements, announcements, broadcasts, posters, programs, computer postings, and other printed, published, or electronically disseminated materials relating to the PROVIDER's performance under this Contract, acknowledge the support by the State of Hawai'i and the purchasing agency.
- 6.2 PROVIDER's Publicity Not Related to Contract. The PROVIDER shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, or to the services or goods, or both provided under this Contract, in any of the PROVIDER's publicity not related to the PROVIDER's performance under this Contract, including but not limited to commercial advertisements, recruiting materials, and solicitations for charitable donations.

7. Miscellaneous Provisions

- 7.1 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
- 7.2 Paragraph Headings. The paragraph headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They shall not be used to define, limit, or extend the scope or intent of the sections to which they pertain.
- 7.3 Antitrust Claims. The STATE and the PROVIDER recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the PROVIDER hereby assigns to the STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
- 7.4 Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
- 7.5 Conflict between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the Procurement Rules or a Procurement Directive, the Procurement Rules or any Procurement Directive in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
- 7.6 Entire Contract. This Contract sets forth all of the contracts, conditions, understandings, promises, warranties, and representations between the STATE and the PROVIDER relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings,

promises, warranties, and representations, which shall have no further force or effect. There are no contracts, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the PROVIDER other than as set forth or as referred to herein.

- 7.7 **Severability.** In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
- 7.8 **Waiver.** The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the Procurement Rules or one section of the Hawai'i Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE's rights or the PROVIDER's obligations under the Procurement Rules or statutes.
- 7.9 **Execution in Counterparts.** This Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one instrument.

8. **Confidentiality of Personal Information**

8.1 **Definitions.**

8.1.1 **Personal Information.** "Personal Information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:

- 1) Social Security number;
- 2) Driver's license number or Hawaii identification card number; or
- 3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

8.1.2 **Technological Safeguards.** "Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

8.2 Confidentiality of Material.

8.2.1 Safeguarding of Material. All material given to or made available to the PROVIDER by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the PROVIDER and shall not be disclosed without the prior written approval of the STATE.

8.2.2 Retention, Use, or Disclosure. PROVIDER agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.

8.2.3 Implementation of Technological Safeguards. PROVIDER agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.

8.2.4 Reporting of Security Breaches. PROVIDER shall report to the STATE in a prompt and complete manner any security breaches involving personal information.

8.2.5 Mitigation of Harmful Effect. PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER because of a use or disclosure of personal information by PROVIDER in violation of the requirements of this paragraph.

8.2.6 Log of Disclosures. PROVIDER shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by PROVIDER on behalf of the STATE.

8.3 Security Awareness Training and Confidentiality Agreements.

8.3.1 Certification of Completed Training. PROVIDER certifies that all of its employees who will have access to the personal information have completed training on security awareness topics related to protecting personal information.

8.3.2 Certification of Confidentiality Agreements. PROVIDER certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:

- 1) The personal information collected, used, or maintained by the PROVIDER will be treated as confidential;
- 2) Access to the personal information will be allowed only as necessary to perform the Contract; and
- 3) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

8.4 Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by PROVIDER of this paragraph by PROVIDER, the STATE may at its sole discretion:

- 1) Provide an opportunity for the PROVIDER to cure the breach or end the violation; or
- 2) Immediately terminate this Contract.

In either instance, the PROVIDER and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

8.5 Records Retention.

8.5.1 Destruction of Personal Information. Upon any termination of this Contract, PROVIDER shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.

8.5.2 Maintenance of Files, Books, Records. The PROVIDER and any subcontractors shall maintain the files, books, and records, that relate to the Contract, including any personal information created or received by the PROVIDER on behalf of the STATE, and any cost or pricing data, for three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall not be disclosed without the prior written approval of the STATE. After the three (3) year retention period has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS.

SPECIAL CONDITIONS

1. **Deletion of Contract Pages.** The PROVIDER'S ACKNOWLEDGEMENT and the PROVIDER'S STANDARDS OF CONDUCT DECLARATION are deleted and inoperative.
2. **Deletion of General Conditions.** For purposes of the Contract, the following General Conditions are deleted and have no operative effect as between the parties:
 - a. Paragraph 1.4
 - b. Paragraph 3.4.3
 - c. Paragraph 3.4.4
 - d. Paragraph 4.1.3
 - e. Paragraph 5.1
 - f. Paragraph 5.2

3. **Confidential Information.** In addition to Paragraph 2.1, Confidentiality of Material, General Conditions, the PROVIDER further agrees to the following:

All information and records about or for the clients served, secured from clients, the STATE, or any other individuals or agencies by the PROVIDER, or prepared by the PROVIDER for the STATE, in satisfaction of this Contract, shall be confidential and shall not be made available to any individual or organization by the PROVIDER without prior written approval of the STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To ensure the confidentiality of all such information and records, the PROVIDER shall immediately notify the STATE when inquiries for information, including subpoenas are made to the PROVIDER. The PROVIDER shall submit copies of all written requests for information, as well as subpoenas, to the STATE.

4. **Maintain Records.** In addition to Paragraph 2.3, Records Retention, General Conditions. The PROVIDER further agrees as follows:

The PROVIDER shall maintain statistical, clinical, and administrative records pertaining to services of this Contract. The records shall be subject at all reasonable times to inspection or review by the STATE or Federal representatives directly connected with the program area under this Contract. All records shall be retained and made accessible for a minimum of six years after the date of submission of the PROVIDER's final report to the STATE; provided that, in the event any litigation, claim, negotiation, investigation, audit, or other action involving the records has been started before the expiration of the 6-year period, the PROVIDER shall retain the records until completion of the action and resolution of all issues that arise from it or until the end of the regular 6-year retention period, whichever occurs later.

SPECIAL CONDITIONS

5. **Equipment.** All equipment purchased with contract funds under this Contract including items of personal property, as distinguished from real property, that has an acquisition cost of \$1,000.00 or more per item and with an expected life of more than one year, shall remain the property of the STATE. All equipment purchased with contract funds must have prior approval from the STATE before purchase to be allowable. Following the Contract period, all equipment shall be reported in the final fiscal report to the STATE. Disposition of said equipment shall be prescribed by the STATE.
6. **Publications.** The PROVIDER shall submit all reports and written publications resulting from this Contract for review, comment and approval prior to publication. Any publications (written, visual or sound), whether published at the PROVIDER's or STATE's expense, shall contain the following statements (Note: This excludes press releases, newsletters, and issue analyses):

This project was supported by a Contract from the Office of Youth Services, Department of Human Services, State of Hawaii (and if applicable, the name and federal award number of a federal grant funding the contract).

The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Office of Youth Services (and if applicable, the federal grant agency).

7. **HIPAA.** In this Contract "HIPAA" means the Administrative Simplification provisions of the *Health Insurance Portability and Accountability Act of 1996*, Pub. L. No. 104-191. PROVIDER is a "health care provider" under HIPAA. A "covered entity" is a health care provider that transmits information in a standard electronic transaction under 45 CFR Parts 160 and 162. If PROVIDER is or becomes a "covered entity", then PROVIDER must comply with all of the rules adopted to implement HIPAA, including rules for privacy of individually identifiable information, security of electronic protected health information, transactions and code sets, and national employer and provider identifiers. See 45 CFR Parts 160, 162, and 164.
8. **Federal Audit Requirement.** The PROVIDER, when required, shall have an independent certified public accountant conduct a financial and compliance audit in accordance with the guidelines of 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
9. **Campaign Contributions by State and County PROVIDERS Prohibited.** If awarded a contract in response to this solicitation, offeror agrees to comply with HRS §11-355, which states that campaign contributions are prohibited from a State or County government PROVIDER during the term of the contract if the PROVIDER is paid with funds appropriated by the legislative body between the execution of the contract through the completion of the contract.

SPECIAL CONDITIONS

- 10. Interpreter Services. The PROVIDER:**
- a. Shall provide interpreters for persons with limited English proficiency to ensure equal access to services;
 - b. Shall notify applicants, potential applicants, and recipients of services of their right to free interpreter services;
 - c. Is prohibited from requiring applicants, potential applicants, or clients to bring their own interpreters with them to interviews or other appointments, even though this is what they might prefer to do; and
 - d. Shall submit a quarterly Limited English Proficiency (LEP) Report on a form provided by the STATE that shall include at a minimum:
 - i. Number of LEP individuals who were offered, declined, or required language assistance services;
 - ii. Primary language spoken by each LEP person;
 - iii. Type of interpreter service provided; and
 - iv. Name of interpreter (and agency, if applicable)

FISCAL AND BUDGET INFORMATION

SOURCE OF FUNDS

		Original Contract				Total
Time of Performance	From:	7/1/2018				
	To:	6/30/2019				
State General Funds *		\$ 89,000.00				\$ 89,000.00
Total State General Funds		\$ 89,000.00				\$ 89,000.00

Federal Funds

CFDA

DHHS, Social Services Block Grant, Title XX	93.667					
DOJ, OJJDP, Title II Formula Grant	16.540					
DOJ, OJJDP, JABG Grant	16.543					
DOJ, OJJDP, Title V Grant	16.548					
Total Federal Funds						

Grand Total		\$ 89,000.00				\$ 89,000.00
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* Act 49, 2017 SLH as amended by Act 53, 2018 SLH, Item F.5, HMS501