

POLICE DEPARTMENT

COUNTY OF MAUI



ALAN M. ARAKAWA
MAYOR

OUR REFERENCE
GT/lu
YOUR REFERENCE

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

July 12, 2016

2016 JUL 14 AM 9:35

TIVOLI S. FAAUMU
CHIEF OF POLICE

DEAN M. RICKARD

DEPUTY CHIEF OF POLICE

OFFICE OF THE
COUNTY CLERK

2016 JUL 18 PM 2:36

RECEIVED

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

For transmittal to:

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

APPROVED FOR TRANSMITTAL

Alan M. Arakawa 7/18/16
Mayor Date

Dear Chair White and Members:

SUBJECT: Positive Outreach Intervention (POI) Program

In accordance with Ordinance No. 4334, Bill 62 (2016) Fiscal Year 2017 Budget, we are hereby transmitting to you a copy of the grant agreement with the Office of Youth Services for the Positive Outreach Intervention (POI) Program for the period of May 1, 2016 to April 30, 2017 in the amount of \$85,263.00.

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. Faaumua
TIVOLI S. FAAUMU
Chief of Police

cc: Sananda K. Baz, Budget Director

COUNTY COMMUNICATION NO. 16-153



**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

May 1 _____, 20 16 _____ 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: 707 Richards Street, Suite 525
Honolulu, Hawaii 96813

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

**EXEMPT TRANSACTIONS
Page 1 of 6**

AG Form 103F6 (02/09)

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) N/A
(Identify state sources)

in the amount of N/A, or
(state funding)

(2) Act 119, 2015 SLH, Part II, Section 3, Item F.5, 316;
Title II, Part B, Formula Grant, CFDA# 16.540,
(Identify federal sources)

in the amount of \$85,263.00, 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.

EXEMPT TRANSACTIONS

Page 3 of 6

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 May 1, 2016, to April 30, 2017, 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 FIVE THOUSAND TWO HUNDRED SIXTY THREE AND NO/100 DOLLARS

(\$ 85,263.00), 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 _____ 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) May 31, 2017. No amendment to the PROVIDER's Final Project Report shall be considered after (date) May 31, 2017.

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:

Department of Human Services, Office of Youth Services

707 Richards Street, Suite 525, Honolulu, Hawaii 96813

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 7/8/16

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

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

EXEMPT TRANSACTIONS

Page 5 of 6

CONTRACT NO. DHS-16-OYS-635

CORPORATE SEAL
(if available)

PROVIDER

By

Tivoli S. Faamua
(Signature)

Print Name

TIVOLI S. FAAMUA

Print Title

CHIEF of POLICE

Date

3/18/16

APPROVED AS TO FORM:

Blair G. [Signature]

Deputy Attorney General

EXEMPT TRANSACTIONS

Page 6 of 6

AG Form 103F6 (02/09)

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

**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).

* 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).

PROVIDER'S
STANDARDS OF CONDUCT DECLARATION

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 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 _____

Date _____

THIS FORM IS DELETED AND INOPERATIVE



**STATE OF HAWAII
CERTIFICATE OF EXEMPTION
FROM CIVIL SERVICE**

1. **By Heads of Departments Delegated by the Director of the Department of Human Resources Development ("DHRD").***

Pursuant to a delegation of the authority by the Director of DHRD, 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, Hawaii Revised Statutes (HRS).

(Signature)

(Date)

(Print Name)

(Print Title)

* This part of the form may be used by all department heads and the heads of attached agencies to whom the Director of DHRD expressly 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. If an exemption is based on § 76-16(b)(15), the contract must meet the following conditions:

- (1) It involves the delivery of completed work or product by or during a specific time;
- (2) There is no employee-employer relationship; and
- (3) The authorized funding for the service is from other than the "A" or personal services cost element.

NOTE: Not all attached agencies have received a delegation under § 76-16(b)(15). If in doubt, attached agencies should check with the Director of DHRD prior to certifying an exemption under § 76-16(b)(15). Authority to certify exemptions under §§ 76-16(b)(2), and 76-16(b)(12), HRS, has not been delegated; only the Director of DHRD may certify §§ 76-16(b)(2), and 76-16(b)(12) exemptions.

2. **By the Director of DHRD, State of Hawaii.**

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)



STATE OF HAWAII
SCOPE OF SERVICES

The PROVIDER shall, in proper and satisfactory manner, as determined by the STATE, pursuant to the Title II Formula Grant Program, Section 221-223, and 42 U.S.C. Sections 5631-5633 of the Juvenile Justice and Delinquency Prevention Act of 2002, Catalog of Federal Domestic Assistance (CFDA) No. 16.540, perform all work described in this Scope of Services in strict accordance with the terms and conditions of this contract.

I. Program Overview

The Positive Outreach Intervention (POI) Project provides counseling and restorative justice activities between the time of a juvenile's arrest and adjudication. The goals of the program are to provide immediate intervention for youth offenders, while holding them accountable for their actions and deter further involvement into the juvenile justice system. Service areas include the islands of Maui and Molokai.

II. Program Activities

The PROVIDER shall:

- A. Provide intervention services to approximately 115 juveniles, and their parents between the time of arrest and adjudication.
- B. Within the project period, 92 youth will successfully complete the program.
- C. 80% of youth and/or families will report satisfaction with the program.
- D. Coordinate efforts between the Police, Prosecutors, Family Court and other agencies for the expeditious adjudication of the identified juvenile offenders by immediately serving those youth who voluntarily participate in the program.
- E. Provide counseling or referral services to youths who are involved in, admit to their involvement in the offense, and are not receiving services from other agencies.

III. Administrative Requirements

The period of the Contract shall be from May 1, 2016 to April 30, 2017. During this period, the PROVIDER shall:

- A. Ensure that all staff, including volunteers, in positions that necessitate direct involvement or close proximity to youth does not have a criminal history or background that poses a risk to youth. Employment and reference checks on all employees, including volunteers, shall be conducted. In addition, criminal history record checks (State and FBI Criminal history Check, Sex Offender Registry, and the Child Abuse and Neglect registry Clearance) shall be conducted, as allowed or required by statutes or rules, for any person who is employed or volunteers in a position that necessitates close proximity to children or adolescents. Documentation of criminal history record checks shall be maintained in the employee or volunteer's personnel file and shall be available for review. Criminal history record checks, except for the FBI fingerprint check, shall be conducted annually.
- B. Meet with the STATE to discuss any aspect of this Contract.



STATE OF HAWAII

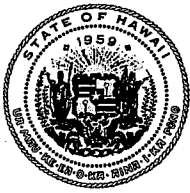
SCOPE OF SERVICES

- C. For the terms of this Contract, the PROVIDER shall utilize the system of process and outcomes evaluation developed by the Office of Juvenile Justice and Delinquency Prevention (OJJDP) and adopted by the STATE. Until such time that the PROVIDER receives notice that the reporting forms and requirements have been amended, the PROVIDER shall.
1. Submit to the STATE as a quarterly program report on STATE form 5-1, Performance Measures Plan & Program Report, attached hereto as Exhibit "B" of Attachment 1 and made a part hereof. The quarterly program reports are due thirty (30) calendar days after the end of each quarter, 1st quarter (May-June); 2nd quarter (July-September), 3rd quarter (October-December) and 4th quarter (January-April). If the due date falls on a weekend or holiday, the due date shall be the next working day.
 2. Submit to the STATE as final program report the form 5-1, Performance Measures Plan & Program Report due 30 calendar days after the end of each budget period or May 30, 2017. The report shall include January to April 2017.
- D. Submit to the STATE prior to the execution of this Contract, a completed STATE Administrative Assurance, Form 5 (rev 05/07); Exhibit "C".
- E. Submit quarterly expenditure reports on STATE forms 30 calendar days after the end of each quarter, 1st quarter (May-June); 2nd quarter (July-September), 3rd quarter (October-December) and 4th quarter (January-April). If the due date falls on a weekend or holiday, the due date shall be the next working day.
- F. Submit final expenditure reports on STATE forms 30 calendar days after the end of each budget period or May 30, 2017. If the due date falls on a weekend or holiday, the due date shall be the next working day.
- G. Submit any additional reports, amended forms, or information that the STATE may require or request within 10 working days of the postmarked date on the envelope of the written notification letter.
- H. Meet with representatives of the STATE to discuss the progress of the work required hereunder.
- I. Certify the following federal forms by signing and require subcontractors to sign the U.S. Department of Justice, Certification Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Disclosure of Lobbying Activities; and Assurances and Certification of Compliance With Regulations Regarding Civil Rights attached hereto as Exhibit E and made a part hereof.

IV. Other Service Requirements

The PROVIDER shall:

- A. Not utilize youth targeted for this Contract for any PROVIDER solicitation or political campaign purposes.



STATE OF HAWAII

SCOPE OF SERVICES

- B. Not charge youth and/or their families for program services provided under this Contract without prior approval of the STATE.
- C. Submit to the STATE, if applicable, memoranda of agreements and working agreements with other agencies for services under this Contract prior to the service being provided, for review for appropriateness and relevancy.
- D. Submit to the STATE, if applicable, subcontracts with other agencies for services under this Contract, prior to the service being provided for review for appropriateness and relevancy. The PROVIDER shall ensure that all subcontractors comply with the requirements of the Contract. Upon request of the STATE, the PROVIDER shall submit documentation of the subcontractor's compliance with the requirements of this Contract.
- E. 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.

V. Quality Assurance and Evaluation Specifications

This Contract shall be programmatically and fiscally monitored by the STATE in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. The STATE shall:

- A. Review program services and reports, including but not limited to, outcomes plan, performance targets and consumer milestones, quarterly reports, and other documents submitted to the STATE, and issues applicable to the services provided.
- B. Review, amend and approve budget, budget revisions, review invoice, and expenditure reports.
- C. Review major program service areas, such as staff qualification, organization, effectiveness; outcomes planning, implementation, and evaluation; collaboration efforts; file maintenance and record keeping; facility accessibility, suitability, and safety; transportation and other liability issues; consumer satisfaction.
- D. Conduct periodic site visits, scheduled and unscheduled.

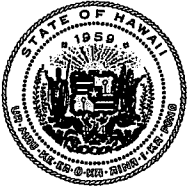


STATE OF HAWAII

SCOPE OF SERVICES

VI. Conditions for Extension of Contract

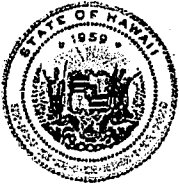
Pending the availability of funds and the satisfactory performance of services as determined by the STATE, this Contract may be extended for up to an additional 36 months at the discretion of the STATE.



STATE OF HAWAII

TIME OF PERFORMANCE ✓

1. The PROVIDER shall provide the Required Services from May 1, 2016 to April 30, 2017 unless this Contract is sooner terminated. ✓
2. The STATE, at its option, may extend this Contract in writing for three (3) consecutive 12-month periods pending the appropriation and availability of funds for each fiscal year and the satisfactory performance of 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-FIVE THOUSAND TWO HUNDRED SIXTY-THREE AND NO/100 Dollars (\$85,263.00)** 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 and one (1) copy for costs incurred on the services provided in accordance with the Scope of Services.
 - 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. In the event of a conflict between this paragraph 2.b. and paragraph III.E. on page 2 of Attachment 1, paragraph III.E. shall prevail.

INITIAL ye
 - 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 are 10% below or above the budgeted amount and more than \$500 shall require an explanation on the final expenditure report.
3. **COST PRINCIPLES.** The expenditure report 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. 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.



STATE OF HAWAII

COMPENSATION AND PAYMENT SCHEDULE

- 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.

Pursuant to Section 223(a)(21)(C) of the Juvenile Justice Delinquency and Prevention Act of 2002, the STATE shall not continue to fund a program for an additional budget period, if the PROVIDER fails to demonstrate that the program achieved substantial success in meeting the goals and objectives specified in this Contract.

- 7. **PAYMENTS IN ACCORDANCE WITH CHAPTER 40, HRS.** All payments shall be made in accordance with and subject to Chapter 40, Hawaii Revised Statutes.

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 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 3.4.4
 - c. Paragraph 4.1.3
 - d. Paragraph 5.1
 - e. Paragraph 5.2

2. **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.

3. **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.

4. **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.

SPECIAL CONDITIONS

5. **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).

6. **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.
7. **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 the Office of Management and Budget (OMB) Circular No. A-133, "Audit Requirements for State, Local Governments, and Nonprofit Organizations."
8. **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 and 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.
9. **Interpreter Services.** The PROVIDER:
- Shall provide interpreters for persons with limited English proficiency to ensure equal access to services;
 - Shall notify applicants, potential applicants, and recipients of services of their right to free interpreter services;

SPECIAL CONDITIONS

- 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 fill out and submit a quarterly Language Access Reporting Tool, attached herto as Exhibit "D" and incorporated by reference.

INITIAL *yu*

FISCAL AND BUDGET INFORMATION**SOURCE OF FUNDS**

		Budget Period 1	Budget Period 2	Budget Period 3	Budget Period 4	Total
Time of Performance	From:	5/1/2016				
	To:	4/30/2017				
State General Funds						
Total State General Funds						

Federal Funds **CFDA**

DHHS, Social Services Block Grant, Title XX	93.667					
DOJ, OJJDP, Title II Formula Grant	16.540	\$85,263.00				\$85,263.00
DOJ, OJJDP, JABG Grant	16.523					
DOJ, OJJDP, JABG Grant*	16.523					
DOJ, OJJDP, Title V Grant	16.548					
Total Federal Funds		\$85,263.00				\$85,263.00

Grand Total		\$ 85,263.00				\$85,263.00
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Office of Youth Services
OJJDP PERFORMANCE MEASURES & PROGRAM REPORT

Note: To X a ☐, Double Click On It, Select "Checked" Option

Funding Source: OJJDP Title II Formula Grant		Date Report Submitted	Prepared by Provider (Print & Sign)	Date Reviewed by OYS	Review by OYS (Print & Sign)
This Document Is Submitted As (Check One Only):					
Contract Number: DHS 16- OYS -635 Project Title: Positive Outreach Interventions	<input type="checkbox"/> Initial PM Plan (After Approval, May Not Be Revised Without OYS Consent)	__/__/__		__/__/__	
Agency: County of Maui, Police Department	<input type="checkbox"/> Standard FY Quarterly Program Report for (Check One): <input type="checkbox"/> JAS <input type="checkbox"/> OND <input type="checkbox"/> JFM <input type="checkbox"/> AMJ Quarter (Check One) <input type="checkbox"/> One Year Report			__/__/__	
Contract Start Date: 05/01/16	<input type="checkbox"/>	__/__/__		__/__/__	
Contract End Date: 04/30/17					

Target Group Description

Ethnicities Targeted (Check One or More)		Risk Level Targeted (Check One Level Only)	Service Areas Targeted (Check One or More)
All Ethnicities <input type="checkbox"/> American Indian <input type="checkbox"/> Black <input type="checkbox"/> Cambodian <input type="checkbox"/> Caucasian <input type="checkbox"/> Chinese <input type="checkbox"/> Filipino <input type="checkbox"/> Hawaiian (Part, Full) <input type="checkbox"/> Japanese <input type="checkbox"/> Korean <input type="checkbox"/> Laotian	<input type="checkbox"/> Marshallese <input type="checkbox"/> Micronesian <input type="checkbox"/> Mixed (Not Hawaiian) <input type="checkbox"/> Other Asian <input type="checkbox"/> Other Pacific Islander <input type="checkbox"/> Portuguese <input type="checkbox"/> Puerto Rican, Hispanic <input type="checkbox"/> Samoan <input type="checkbox"/> Tongan <input type="checkbox"/> Unknown <input type="checkbox"/> Vietnamese <input type="checkbox"/> Other	<div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <input type="checkbox"/> Risk Level I • At-risk for violence, substance abuse, and/or criminal activity due to geographic, ethnic, or socioeconomic factors. </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <input type="checkbox"/> Risk Level II Any One of the Following: <ul style="list-style-type: none"> Status offender: Chronically truant, runaway. Involved in gangs, violence, or substance abuse. Experiencing serious family problems. Abused and/or neglected. </div> <div style="border-bottom: 1px solid black; padding-bottom: 5px;"> <input type="checkbox"/> Risk Level III Any One of the Following: <ul style="list-style-type: none"> Any characteristic of Level II, but also has immediate need for food, shelter, clothing, and/or medical treatment. Involved in felony activity. Court adjudicated. At-risk for out-of-home placement. At-risk for secure confinement. </div> <div style="padding-bottom: 5px;"> <input type="checkbox"/> Risk Level IV • Chronic serious offender requiring secure confinement for safety of public and/or of self. </div>	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Statewide (All Islands) <input type="checkbox"/> Oahu (All) <input type="checkbox"/> Oahu: Central <input type="checkbox"/> Oahu: Honolulu <input type="checkbox"/> Oahu: Leeward <input type="checkbox"/> Oahu: Windward <input type="checkbox"/> Hawaii (All) <input type="checkbox"/> Hawaii: Hamakua <input type="checkbox"/> Hawaii: Kohala, Waimea <input type="checkbox"/> Hawaii: Konawaena, Kailua-Kona <input type="checkbox"/> Hawaii: Keaau, Pahoa <input type="checkbox"/> Hawaii: Naalehu, Kau </div> <div style="width: 48%;"> <input type="checkbox"/> Kauai (All) <input type="checkbox"/> Kauai: Kokee, Hanalei, Kilauea <input type="checkbox"/> Kauai: Waimea, Koloa, Niihau <input type="checkbox"/> Maui (All) <input type="checkbox"/> Maui: Lahaina, Waihee <input type="checkbox"/> Maui: Wailuku, Kahului, Kihei <input type="checkbox"/> Maui: Kula, Haiku, Makawao Keanae, Hana, Paia <input type="checkbox"/> Maui: Lanai <input type="checkbox"/> Maui: Molokai </div> </div>
Age Range Targeted (Between 5 – 18 Years) ____ To ____	Gender: <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> M/F		

OJJDP Narrative for Quarterly Report

During the past Quarter:

1. What were the major accomplishments within this reporting period? What activities proved to be especially effective? (Include collaboration within respective community; cultural activities, practices, etc., and its impact on participants; involvement or engagement of families; number of youth served during the quarter, etc.)
2. In reviewing the Scope of Services in the **contract agreement**, what has your agency successfully implemented or achieved? Which components are you having difficulty implementing or achieving? Are you on track to programmatically complete your program as outlined in your proposal or Scope of Services? If not, what are your plans?

3. Are you on track to fiscally expend the amount awarded for the program? If not, what are your plans?

Total Funds Awarded: _____

Spent/Encumbered: _____

Balance Remaining: _____

4. What major activities or achievements are planned for the next quarter or the next six months? (Program activities, meetings with community, agencies, individuals, etc.)

5. Can the OYS help you with program design or implementation? How? What Changes would you make to program design?

OJJDP Performance Measures

1. Number of youth or youth and families served.
 - A. Number of program youth (or youth and families) carried over from the previous reporting period, plus new admissions during the reporting period _____
2. Number of program youth completing program requirements.
 - A. Number of program youth who exited the program having completed program requirements _____
 - B. Number of youth who left the program _____
3. Number and percent of program youth who OFFEND during the reporting period.
 - A. Total number of program youth served _____
 - B. Number of program youth tracked during this reporting period _____
 - C. Of B, the number of program youth who had a new arrest or delinquent offense during this reporting period _____
4. Number of program youth who RE-OFFEND.
 - A. Total number of program youth served _____
 - B. Number of program youth tracked during this reporting period _____
 - C. Of B, the number of program youth who had a new arrest or delinquent offense during this reporting period _____
5. Antisocial behavior.
 - A. Number of program youth with the noted behavioral change _____
 - B. Number of youth in the program who received services for this behavior _____
6. Number of program youth satisfied with program
 - A. Number of program youth satisfied with program during the reporting period _____

AGE/GENDER**Contract #:** DHS-16-OYS-635**Program Name:** Maui Police Department, Positive Outreach Interventions (POI) Project**Budget Timeframe:** 5/1/16-4/30/17**Date Submitted:****Instructions:**

Check the quarters for which data are being reported.

Complete the CARRYOVER columns from the previous budget fiscal year, once.

Fill in the columns (under the appropriate reporting quarter) that covers the reporting period for which data are being reported.

For subsequent quarters, fill in the unduplicated count of new registrants. Year-To-Date cumulative totals are automatically calculated (formulas are locked).

Fill in Only the Blue highlighted cells. All other cells are locked.

Age	CARRYOVER		JFM		AMJ		JAS		OND		JFM		Year-To-Date				Age
	M Carried Over from Previous Fiscal Year	F Carried Over from Previous Fiscal Year	M New Regs	F New Regs	M New Regs	F New Regs	M New Regs	F New Regs	M New Regs	F New Regs	M New Regs	F New Regs	M New Regs YTD	F New Regs YTD	M Served YTD	F Served YTD	
5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6
7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8
9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	9
10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10
11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	11
12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12
13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	13
14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	14
15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	15
16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16
17	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	17
18	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	18
19+	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19+
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	TOTAL

ETHNICITY/GENDER**Contract #:** DHS-16-OYS-635**Program Name:** Maui Police Department, Positive Outreach Interventions (POI) Project**Budget Timeframe:** 5/1/16-4/30/17**Date Submitted:**

Instructions:

In Row 10 (below), please ensure that the quarters match the data that are being reported.

For the Initial Report, Fill in the Carryover Columns, Then the Columns that Cover the Initial Reporting Period for the Contract. For Example, if the Contract Began in January, Fill in JFM. Fill in only the blue highlighted cells as all other cells are locked. YTD cumulative totals are automatically calculated. Unlock password is bd0122.

Ethnicity	Carryover		JFM		AMJ		JAS		OND		JFM		Year-To-Date				Ethnicity
	M Carried Over from Previous Budget Period	F Carried Over from Previous Budget Period	M New Regs	F New Regs	M New Regs	F New Regs	M New Regs	F New Regs	M New Regs	F New Regs	M New Regs	F New Regs	M New Regs YTD	F New Regs YTD	M Served YTD	F Served YTD	
American Indian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	American Indian
Black	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Black
Cambodian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Cambodian
Caucasian (Not Portuguese)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Caucasian (Not Portuguese)
Chinese	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Chinese
Filipino	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Filipino
Hawaiian (Full, Part)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Hawaiian (Full, Part)
Japanese	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Japanese
Korean	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Korean
Laotian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Laotian
Marshallese	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Marshallese
Miconesian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Miconesian
Mixed (Not Hawaiian)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Mixed (Not Hawaiian)
Other Asian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Other Asian
Other Pacific Islander	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Other Pacific Islander
Portuguese	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Portuguese
Puerto Rican, Hispanic	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Puerto Rican, Hispanic
Samoaan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Samoaan
Tongan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Tongan
Unknown	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Unknown
Vietnamese	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Vietnamese
Other	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	Other
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	TOTAL

The Office of Youth Services
ADMINISTRATIVE ASSURANCES
(Revised 06/01/2009)

Provider: <u>COUNTY OF MAUI, MAUI POLICE DEPARTMENT</u>	Contract Period: <u>MAY 1, 2016 to APRIL 30, 2017</u>
Contract Number: <u>DHS 16 OYS 635</u>	

Instructions: Please complete the Administrative Assurances Form and send it to the Office of Youth Services (820 Mililani Street, Suite 817, Honolulu, Hawaii 96813) by _____ . The Office of Youth Services may require the Provider to produce documents and other evidence, as requested, to verify the information contained herein.

CIVIL RIGHTS ASSURANCES	Yes	No	Comments
Written policies and procedures prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, gender, sexual orientation, age, disability, or Limited English Proficiency (LEP) are posted and on file.			
Written policies ensuring the security of confidential staff and client records have been implemented.			
All direct service administrative and program staff (check one):			
<input type="checkbox"/> Have received training in Civil Rights issues, in particular sexual orientation and LEP issues.			
<input type="checkbox"/> Are scheduled to receive training in Civil Rights issues, in particular sexual orientation and LEP issues.			

ORGANIZATIONAL ASSURANCES	Yes	No	Comments
Written policies prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, gender, sexual orientation, age or disability are posted and on file.			
A current organizational chart delineating the organization's lines of authority and supervision is on file.			
A list of the current Board of Directors and minutes of the meetings are maintained on file.			
The Board of Directors regularly receives operations reports.			
A written smoking policy has been implemented.			
A written drug free work place policy has been implemented.			
A Quality Assurance Plan has been implemented. That plan includes:			
a. A written policies and procedures.			
b. A staff person or committee assigned to monitor Quality Assurance.			
c. An annual consumer satisfaction survey of recent and current clients.			

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ADMINISTRATIVE ASSURANCES
 (Revised 06/01/2009)

d. An annual community satisfaction survey of agencies and/or community members collaborating with the Provider.			
e. A utilization review process to assess the degree to which the services are accessed by the community.			
f. An annual program performance review.			
g. Staff participation in the agency evaluation.			
A policy or procedure to ensure that all printed information supported or funded by this contract clearly acknowledges the Office of Youth Services as the funding agency has been implemented.			
Written approval from the Office of Youth Services giving approval to hire subcontractor(s) is on file.			
If transportation services are provided, written policies and procedures have been implemented to ensure that all vehicles used (agency-owned and privately-owned) meet the State's safety standards and are in good working condition.			
Written policies and procedures have been implemented to ensure that youth are not charged any fees for program services.			
Written policies and procedures have been implemented to ensure that youth are not used for solicitation or for political campaigning purposes.			

PERSONNEL ASSURANCES	Yes	No	Comments
Written personnel policies and procedures are implemented, updated, and accessible to all staff.			
The current job description for each staff member includes the required minimum qualifications.			
All staff meets the minimum qualifications for respective positions.			
Each staff person has receives compensation information that describes:			
a. Salary range for each position.			
b. How salary increases are earned.			
c. The fringe benefits.			
All staff, including volunteers, in positions that necessitate direct involvement or close proximity to youth are subjected to an annual state criminal history check and fingerprint check, or as required by statutes including Act 131, SLH 2006, and do not have a criminal history or background which poses a risk to youth. Copies of such clearances are maintained in the employee's or volunteer's personnel file.			
Written policies and procedures for staff training describe:			

The Office of Youth Services
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(Revised 06/01/2009)

a. An assessment of training needs.			
b. A staff development and training plan that identifies opportunities for continuing education and/or in-service training.			
Probation evaluations of all new employees are conducted.			
Annual performance evaluations of employees are conducted.			
Employees are given the opportunity to participate in the evaluation of their performances.			
Personnel records are maintained in a confidential manner.			
Exit interviews are conducted with all staff leaving the organization.			

CLIENT SERVICES ASSURANCES	Yes	No	Comments
Policies and procedures for serving clients provide details for:			
a. Assuring clear admission/discharge criteria.			
b. Obtaining consent from parent(s)/guardian(s) to provide services to the clients.			
c. Maintaining the confidentiality of the clients.			
d. Developing, implementing and monitoring an individualized service plan.			
e. Obtaining consent to release information.			
f. Acknowledging the rights and responsibilities of the clients.			
g. Informing clients how to file complaints and grievances with the Provider.			
h. Maintaining progress notes.			
i. Providing follow-up services after discharge.			

I, NAME OF INDIVIDUAL, a duly authorized representative for PROVIDER, hereby affirm that the information contained herein is true and factual to the best of my knowledge. Further, the information contained herein can be supported by documents or other information that the agency has on file, and the Office of Youth Services may review such information as requested.

Date

Signature

The Office of Youth Services
ADMINISTRATIVE ASSURANCES
 (Revised 06/01/2009)

STANDARDS FOR FACILITIES AT WHICH DIRECT SERVICES ARE PROVIDED
 (Please complete one form per Facility)

Name of Facility	Address of Facility	Telephone Number	Name of Staff Overseeing Facility

Please indicate the status of each standard as appropriate.

STANDARDS	Yes	No	Comments
The facility meets all OSHA standards as may be applicable. Please indicate the date of the last OSHA inspection if applicable.			
The facility meets all ADA standards that may be applicable.			
The facility and furnishings are clean and in good condition.			
The facility has sufficient space to provide services without overcrowding.			
A fire inspection is conducted regularly, if appropriate. Please indicate the date of the last fire inspection.			
Fire extinguishers are available and are not obstructed or obscured from view.			
A diagrammed fire escape plan is clearly visible and easy to understand.			
Emergency exits are easy to locate and are not obstructed from access.			
A sanitation inspection is conducted regularly, if appropriate. Please indicate the date of the last sanitation inspection.			
The facility meets all applicable operating licensing/certification requirements.			

I, NAME OF INDIVIDUAL, a duly authorized representative for PROVIDER, hereby affirm that the information contained herein is true and factual to the best of my knowledge. Further, the information contained herein can be supported by documents or other information that the agency has on file, and the Office of Youth Services may review such information as requested.

 Date

 Signature

LANGUAGE ACCESS REPORTING TOOL

Period Covered: _____

LEP Services by Language

Department: _____

DIV/BR/SEC/UNIT: _____

Contact Person: _____

Email: _____

Phone: _____

1	2	3						4		5					6
Language	# of Oral Language Encounters	Oral Language Service Utilized (#)						Translated Documents (#)		Translator Used (#)					Totals (Columns 2 & 4)
		Bilingual Staff (Provides Direct Services in Another Language)	Community Volunteer	In-Person Contracted Interpreter (Agency)	In-Person Contracted Interpreter (Independent)	Telephone Interpreter	Other (Including sight Translation)	# of Documents Translated Upon Request	# of Vital Documents Translated	Staff	Contracted (Agency) Translation Services	Contracted (Independent Translation Services)	Community Volunteer	Other # Only (Specify on Separate Sheet)	
Cantonese															0
Chuukese															0
Hawaiian															0
Ilokano															0
Japanese															0
Korean															0
Kosraean															0
LEP Hearing Impaired															0
Mandarin															0
Marshallese															0
Portuguese															0
Samoan															0
Spanish															0
Tagalog															0
Thai															0
Tongan															0
Vietnamese															0
Visayan (Cebuano)															0
Other Total # *															0
Totals	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

*Specify Type of Other Language on a Separate Sheet

Expenditures:

Interpretation Total _____

Translation Total _____

Interpretation & Translation Total \$0.00



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Maui Police Department
55 Mahalani Street
Wailuku, Hawaii 96793

2. Application Number and/or Project Name

DHS-16-OYS-635

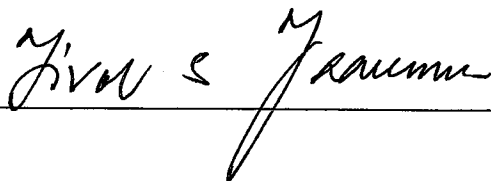
3. Grantee IRS/Vendor Number

99-6000618

4. Typed Name and Title of Authorized Representative

Tivoli S. Faaumu, Chief of Police

5. Signature



6. Date

2/18/16

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.


(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

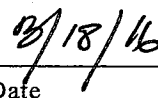
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-110, A-122, A-128, A-87; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements—28 CFR, Part 66, Common Rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally-assisted programs.
3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)
4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.
5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or give the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
7. It will comply with all requirements imposed by the Federal Sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.
8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed in the Environmental protection Agency's (EPA-list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.
9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that had been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.
12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.
13. It will comply, and all its contractors will comply, with the nondiscrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans With Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.
14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.
15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for \$500,000 or more.
16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.


Signature


Date

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS
FOR CONTRACT AWARDS ISSUED BY THE OFFICE OF YOUTH SERVICES**

INSTRUCTIONS: Complete the identifying information in the table below. Read the form completely, identifying under "I," the person responsible for reporting civil rights findings; and checking only the one certification under "II" that applies to your agency. Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified under "I" and return the original with the contract to the Office of Youth Services.

Contract # DHS-16-OYS-635		
Provider Name (Funded Entity): Maui Police Department		
Address: 55 Mahalani Street, Wailuku, HI 96793		
Contract Period: Beginning date: May 1, 2016	End date: April 30, 2016	Award: \$ 85,263.00
Project Director's Name, Phone, Fax and Email: Viki Roemmling (808) 244-6497; Fax (808) 244-6482 Viki.Roemmling@mpd.net		

AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above named Provider, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

- I. **REQUIREMENTS OF SUBGRANT RECIPIENTS:** All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Youth Services, 820 Mililani Street, Suite 817, Honolulu, Hawaii 96813 within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone, fax, email) Tivoli S. Faaumu 55 Mahalani Street, Wailuku, HI 96793 (808) 244-6300 Fax: (808) 244-6411

- II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY THE ONE APPROPRIATE CERTIFICATION** (A, B, C1 or C2 below) that applies to this Provider agency during the period of the contract period noted above.

☐ **CERTIFICATION "A"** Check (1), (2) and/or (3) as they apply to your entity. (More than one may apply.) ☐ **[NO EEOP IS REQUIRED if (1), (2) or (3), below, apply.]**

This funded entity has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above contract period, and

- ☐ (1) is an educational, medical or non-profit institution; and/or
☐ (2) has less than 50 employees; and/or
☐ (3) was awarded through this grant from the Office of Youth Services less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, *et seq.*

**CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS (Continued)**

II. EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS: (Continued)

☒ **CERTIFICATION "B" (EEOP MUST BE ON FILE)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Youth Services, more than \$25,000, but less than \$500,000 in federal U.S. Department of Justice funds. Also, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above contract period.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Youth Services or the Office for Civil Rights, Office of Justice Programs as required by relevant laws and regulations.

☐ **CERTIFICATION "C1" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Youth Services, more than \$500,000 in federal U.S. Department of Justice funds, but, it has not been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice over an 18-month period that includes the above contract period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

☐ **CERTIFICATION "C2" (EEOP MUST BE SUBMITTED)** This funded entity, having 50 or more employees, has been awarded more than \$1 million cumulatively from all programs administered by the U.S. Department of Justice, including this subgrant from the Office of Youth Services, over an 18-month period that includes the above contract period.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.


[Authorized Official's signature]

3/18/16

[Date]

Tivoli S. Faaumu
[Typed Name]

Chief of Police
[Title]

* * * * *

This original signed form must be returned to the Office of Youth Services. You must also forward a signed copy to the person you identified under "I" on page 1. OYS will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.