

ORDINANCE NO. \_\_\_\_\_

BILL NO. 89 (2020)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
OF THE COUNTY OF MAUI TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Purpose. The Department of the Attorney General, State of Hawaii ("Agency"), through the Special Needs Advocacy Program ("SNAP"), will provide a maximum amount of \$809,160 to the Maui Department of the Prosecuting Attorney, through Contract Project Number 18-V2-01, as more fully described in Exhibit "1", attached hereto and incorporated herein. The Agency is the designated State Administering Agency for purposes of disbursing federal funds to support or enhance state and local criminal victim assistance programs.

This grant award requires that the County provide matching funds in the amount of \$161,632.

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.

SECTION 2. Council authorization. Pursuant to Section 2.20.020, Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to execute the Agreement, all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM  
AND LEGALITY:

/s/Kristina C. Toshikiyo

---

KRISTINA C. TOSHIKIYO  
Deputy Corporation Counsel  
County of Maui  
2020-0911  
2020-08-19 Ord IGA 18-V2-01

# EXHIBIT "1"

## AGREEMENT

by and between the

**DEPARTMENT OF THE ATTORNEY GENERAL**

and the

County of Maui, Department of the Prosecuting Attorney

**Relating to Project No. 18-V2-01**

This Agreement ("Agreement") is effective as of July 1, 2020 ("Effective Date"), by and between the Department of the Attorney General, State of Hawaii ("Agency") and the County of Maui, Department of the Prosecuting Attorney, whose business address is 150 South High Street, Wailuku, HI 96793 ("Grantee") (collectively, "the Parties").

### RECITALS

WHEREAS, the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, as amended by the Children's Justice and Assistance Act of 1986, Public Law 99-401, as amended by the Anti-Drug Abuse Act of 1988, Public Law 100-690, Title VII, Subtitle D, as amended by the Crime Control Act of 1990, Public Law 101-647, as amended by the Federal Courts Administration Act of 1992, Public Law 102-572, as amended by the Department of Justice Appropriations Act for 1994, Public Law 103-121, Title I, Section 110, and as amended by the Violent Crime Control and Law Enforcement Act of 1994, Public Law 103-322, Title XXIII, Subtitle B, codified at 34 U.S.C. 20101, et seq. (hereinafter "Act"), was enacted to assist states to support or enhance state and local victim assistance programs, and to designate a state office to solicit the federal financial assistance for such programs available under the Act and distribute the federal funds amongst state and county agencies in Hawaii;

WHEREAS, the Governor has designated the Agency to serve as Hawaii's State Administering Agency for administering the federal financial assistance under the Act;

WHEREAS, Agency applied for Victims of Crime Act (VOCA) Victim Assistance Funds in the form of a VOCA Victim Assistance award;

WHEREAS, on or about August 9, 2018, the Office for Victims of Crime ("OVC"), which is a component of the Office of Justice Programs ("OJP"), Department of Justice ("DOJ"), awarded Agency \$14,803,390 in VOCA Victim Assistance Funds, Award No. 2018-V2-GX-0015 ("Award");

WHEREAS, Grantee is qualified to receive funds available to the State under the Act and its respective implementing regulations, contained in the Victims of Crime Act Victim Assistance Program Rules in 28 C.F.R. Part 94 ("VOCA Victim Assistance Program Rules"),

and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice in 2 C.F.R Part 2800 (together the "Part 200 Uniform Requirements") and has submitted an application to Agency for receipt of the same as a subgrantee, a copy of which is attached hereto as Exhibit "A";

WHEREAS, Agency has reviewed Grantee's application for funds, and is satisfied that Grantee has demonstrated that it is ready, willing and able to perform the services described herein, and that Grantee is capable of using the requested federal funds appropriately; and

WHEREAS, Agency is satisfied that the requirements of the Award have been met for purposes of entering into this Agreement.

### **AGREEMENT**

NOW THEREFORE, the Parties, for and in consideration of the covenants, conditions, agreements, and stipulations set forth herein, the receipt of which is hereby acknowledged, agree as follows:

#### **1. SCOPE OF SERVICES**

Grantee shall, in a timely and satisfactory manner, as determined by Agency, and in accordance with the terms and conditions of this Agreement, furnish all labor, materials, and equipment necessary to satisfactorily perform the services (hereinafter, "Scope of Services") described in Parts II and III of Exhibit "A," attached hereto and incorporated by reference herein.

#### **2. PROJECT PERIOD**

Grantee shall perform the Scope of Services within the project period ("Project Period") specified in Part I of Exhibit "A."

#### **3. TERM OF AGREEMENT**

The term ("Term") of this Agreement shall commence on the Effective Date and shall terminate on the date Agency accepts the final financial reports (Request for Funds and Cash Balance Report ("RFF") and Project Expenditures and Obligations Report ("PEO")) from Grantee under this Agreement ("Termination Date"), unless sooner terminated as provided herein or as otherwise agreed to in writing by the Parties.

#### **4. MATCHING FUNDS**

Grantee shall ensure that matching funds in the amount of One hundred sixty-one thousand six hundred thirty-two and no /100 dollars (\$161,632.00) is available for Grantee's use to perform the Scope of Services (hereinafter, "Required Matching Contribution"). Grantee shall maintain records which clearly and accurately show the source, amount, and the timing of match contributions. If, at the end of the Project Period, Agency determines that Grantee does not have

the Required Matching Contribution, Grantee shall return all funds received from the Agency under this Agreement for which Grantee does not have the required match.

## **5. REIMBURSEMENT**

(a) Subject to availability of funds, Grantee shall be reimbursed for all actual, allowable, allocable, and reasonable costs it incurs in performing the Scope of Services under this Agreement in an amount not-to-exceed Six hundred forty-seven thousand five hundred twenty-eight and no/100 dollars (\$ 647,528.00) (hereinafter, "NTE Amount"). Grantee acknowledges and agrees that it will not be reimbursed for any costs it incurs in excess of the NTE Amount in performing the Scope of Services under this Agreement.

(b) Grantee acknowledges and agrees that Agency's obligation to reimburse Grantee is subject to Agency's receipt of federal funds under the Award, and at no time shall this Agreement be construed as an agreement to reimburse or compensate Grantee with funds other than those which are received from the federal government. Grantee further acknowledges and agrees that federal funds under this Agreement will be used to supplement, but not supplant, state or local funds. Failure of Agency to receive anticipated federal funds shall not be considered a breach by Agency or an excuse for nonperformance by Grantee.

(c) In seeking reimbursement under this Agreement, Grantee shall submit to Agency:

- (i) A monthly RFF for costs it incurs in performing the Scope of Services under this Agreement within fifteen (15) calendar days after the end of each calendar month. Grantee shall submit to Agency its final RFF drawdown within thirty (30) calendar days after the end of the Project Period; and

Grantee shall submit to Agency its final RFF within sixty (60) calendar days after the end of the Project Period.

- (ii) A quarterly PEO within fifteen (15) calendar days after the end of each calendar quarter as follows:
  - (A) For the January 1<sup>st</sup> through March 31<sup>st</sup> calendar quarter, the PEO is due April 15<sup>th</sup>;
  - (B) For the April 1<sup>st</sup> through June 30<sup>th</sup> calendar quarter, the PEO is due July 15<sup>th</sup>;
  - (C) For the July 1<sup>st</sup> through September 30<sup>th</sup> calendar quarter, the PEO is due October 15<sup>th</sup>; and
  - (D) For the October 1<sup>st</sup> through December 31<sup>st</sup> calendar quarter, the PEO is due January 15<sup>th</sup>.

Grantee shall submit to Agency its final PEO within sixty (60) calendar days after the end of the Project Period.

Grantee expressly acknowledges that non-adherence to the above deadlines may result in the withholding of funds. Grantee shall continue to perform the Scope of Services during the period that payment is being withheld.

(d) If Agency determines that a RFF or PEO requires clarification and/or revision, Agency will notify Grantee and Grantee shall respond with the requested clarification and/or revised RFF or PEO within the time specified by the Agency. Grantee expressly acknowledges and agrees that Agency may withhold payment unless and until such time Agency determines that Grantee has adequately responded to Agency's request for clarification and/or revision.

(e) All funds available for use under this Agreement shall be subject to the allotment system as provided in Hawaii Revised Statutes Chapter 37.

(f) All payments shall be made in accordance with and subject to Hawaii Revised Statutes Chapter 40.

(g) If, at any time after payment is issued to Grantee under this Agreement, Agency determines that certain costs paid by Agency to Grantee were inappropriate or unallowable, Agency may either require that Grantee return an equivalent amount of monies to Agency or withhold an equivalent amount from any payments due and owing to Grantee.

(h) If, for any reason, Grantee is in possession of any funds provided to Grantee under this Agreement which were not encumbered by Grantee during the Project Period, all such funds shall be returned to Agency within ten (10) calendar days after the end of the Project Period.

(i) If, for any reason, Grantee is in possession of any funds provided to Grantee under this Agreement which Grantee encumbered during the Project Period, but which Grantee did not disburse within sixty (60) days after the end of the Project Period, all such funds shall be returned to Agency within ten (10) calendar days.

(j) If, at any time during the Term, Agency determines that Grantee is not complying with the conditions of this Agreement or satisfactorily fulfilling its obligations under this Agreement, Agency may withhold payments due and owing to Grantee until such time Agency reasonably determines that payment can be issued. Grantee shall continue to perform the Scope of Services during the period that payment is being withheld.

## **6. CERTIFICATIONS**

Prior to, or concurrently with the execution of this Agreement, Grantee shall execute and submit to Agency the certifications attached hereto as Exhibit "B" and incorporated by reference herein. Grantee covenants that the representations made in the signed certifications are true at the time this Agreement is executed and will remain true throughout the Term, including any

extensions thereof, and that Grantee shall fulfill any and all terms and conditions set forth therein.

**7. CONFIDENTIAL MATERIAL**

Any information, data, report, record, summary, table, map, or study given to or prepared or assembled by Grantee under this Agreement which is identified as proprietary or confidential information that Agency requests to be kept confidential shall be safeguarded by the Grantee and shall not be made available to any individual or organization other than any subcontractor to which the material may relate, without prior written approval of Agency. Grantee shall submit a completed Privacy Certification for review and approval prior to the expenditure of funds for the collection of identifiable research/statistical data. All information, data, or other material provided by the Grantee or the Agency shall be kept confidential only to the extent permitted by law. Grantee shall comply with the requirements of Chapters 487J, 487N and 487R, Hawaii Revised Statutes as applicable.

**8. COPYRIGHT AND PATENT**

The Agency shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the Grantee pursuant to this Agreement, and all such material shall be considered "works made for hire." No summary, report, map, chart, graph, table, study or other documents or discovery, invention, or development produced in whole or in part with funds made available under this Agreement shall be the subject of an application for copyright or patent by or on behalf of Grantee, its officers, agents, or its employees, or its subcontractors without prior written authorization from Agency. To the extent that any material, summary, report, map, chart, graph, table, study, or other documents, or discovery, invention, or development under this Agreement is not recognized as a "work made for hire" as a matter of law, Grantee hereby assigns to the Agency any and all copyrights in and to the material.

**8. CONFLICT OF INTEREST**

Grantee expressly represents that at the time this Agreement is executed, it presently has no interest, either direct or indirect, that would conflict or adversely affect, in any manner or degree, its ability to satisfactorily perform the Scope of Services under this Agreement. Grantee covenants that this representation will remain true throughout the Term, including any extensions thereof.

**9. PROGRESS REPORTS**

Grantee shall submit progress reports as required for VOCA Victim Assistance funds to Agency as required by the Acceptance of VOCA Special Conditions in Exhibit "B." Grantee's obligation to submit progress reports to Agency shall survive the expiration or termination of this Agreement.

**10. COOPERATION WITH DATA COLLECTION; ASSESSMENTS**

Grantee expressly acknowledges and agrees that, if requested by Agency, Grantee shall cooperate with, participate in, and/or support any data collection efforts, assessments, or information requests involving or relating to Grantee's performance of the Scope of Services under this Agreement. Grantee's obligations under this section shall survive the expiration or termination of this Agreement.

**11. SUBCONTRACTING; ASSIGNMENT**

Grantee shall not subcontract or assign any portion of the Scope of Services under this Agreement without first obtaining the prior written approval of Agency. If Grantee obtains Agency's approval to enter into a subcontract, Grantee shall ensure that the subcontract is in writing signed by both parties, includes all required provisions, and that the term of the subcontract does not exceed the Project Period of this Agreement. Grantee shall also ensure that the subcontractor has complied with all applicable requirements and conditions before any funds are disbursed to the subcontractor.

**12. INDEPENDENT CONTRACTOR**

In the performance of the Scope of Services under this Agreement, Grantee shall be an independent contractor with the authority to control and direct the performance and details of the Scope of Services; however, Agency shall have a general right to inspect Grantee's work to determine whether, in Agency's opinion, Grantee is performing the Scope of Services in accordance with the terms and provisions of this Agreement. Grantee's employees and agents are not employees or agents of the Agency by reason of this Agreement, and Grantee's employees and agents shall not be entitled to claim or receive from Agency any vacation, sick leave, retirement, or other benefits directly afforded to employees of Agency. Grantee shall be responsible for the accuracy, completeness, and adequacy of Grantee's performance under this Agreement. Grantee shall be responsible for payment of any federal, state, and county fees which may become due and owing by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments and taxes and (iii) general excise taxes. Grantee shall also be responsible for obtaining any licenses, permits and certificates that may be required in order to perform the Scope of Services under this Agreement.

**13. INDEMNIFICATION**

Grantee shall defend, indemnify, and hold harmless the State of Hawaii, Agency, and their officers, agents, and employees from and against all liability, loss, actions, claims, suits, damages, and costs or expenses (including attorneys' fees) arising out of, relating to, or resulting from the acts or omissions of Grantee, its officers, employees, agents, subcontractors, and/or subgrantees under this Agreement; provided, however, that this provision shall not apply if Grantee is a State agency.

The County of Maui will indemnify the State of Hawaii, Agency, and their officers, agents, and employees to the extent permitted by law, and it is understood that payment is subject to approval by the county council/or city council, as the case may be.

The provisions of this section shall survive the expiration or termination of this Agreement.

#### **14. MODIFICATION OF CONTRACT**

(a) Modification by Mutual Agreement. At any time during the Project Period of this Agreement, the Parties may make modifications within the general scope of this Agreement by a written amendment signed by both Parties.

(b) Unilateral Modification by Agency. At any time during the Project Period, but no later than 45 days prior to the end of the Project Period, the Administrator of the Crime Prevention and Justice Assistance Division ("CPJA Administrator"), as the authorized designee of the Attorney General, may issue a unilateral written project grant modification notice which directs Grantee to make the following changes effective as of the date specified in the written notice, or if no date is specified, as of the date the written notice is approved (hereinafter, "Modification Notice"):

- (i) Changes in the Scope of Services within the scope of the Agreement;
- (ii) Changes in the Project Period that do not alter the scope of the Agreement;  
or
- (iii) Changes in Project Director or Financial Officer.

All Modification Notices issued by the CPJA Administrator shall be incorporated in and made a part of the Agreement. If the Parties agree that a Modification Notice increases or decreases Grantee's cost of performance of the Scope of Services under this Agreement, an adjustment to the NTE Amount shall be made by written amendment to the Agreement. If Grantee believes that it is entitled to an adjustment of the NTE Amount as a result of a Modification Notice, Grantee shall file a written claim within fourteen (14) calendar days after receipt of the Modification Notice or prior to final payment under this Agreement, whichever is shorter; provided, however, that the CPJA Administrator may extend such period for filing. The requirement for filing a timely written claim for an adjustment of the NTE Amount cannot be waived and shall be a condition precedent to the assertion of a claim. Failure of the Parties to agree to an adjustment of the NTE Amount shall not excuse Grantee from proceeding with the Agreement as changed by the Modification Notice. The right of Grantee to dispute the NTE Amount shall not be waived by its performance, provided Grantee timely files a written claim.

#### **15. TERMINATION FOR CAUSE; CONVENIENCE**

(a) Termination for Cause. If Grantee breaches any of its promises or fails to satisfactorily perform or fulfill its obligations under this Agreement, Agency may notify Grantee

in writing of Grantee's breach or nonperformance under this Agreement (hereinafter, "Notice of Default"). If the breach or nonperformance is not cured within ten (10) calendar days of the Notice of Default, or within some other time as may be specified by Agency, Agency may terminate Grantee's right to proceed with this Agreement or portion thereof by providing Grantee with a written notice of termination (hereinafter, "Notice of Termination for Cause"). The Notice of Termination for Cause shall be effective as of the date of such notice unless otherwise specified. The Grantee shall continue performance of the Agreement to the extent it is not terminated. Notwithstanding any other provisions to the contrary, Grantee shall not be relieved of liability to Agency for damages sustained by Agency because of Grantee's breach or nonperformance under this Agreement.

(b) Termination for Convenience. Agency may terminate this Agreement, in whole or in part, at any time when the interests of the Agency so require by giving written notice of such termination to Grantee (hereinafter, "Notice of Termination for Convenience"). The Notice of Termination for Convenience shall be effective as of the date of such notice unless otherwise specified. The Grantee shall continue performance of the Agreement to the extent it is not terminated.

(c) Grantee shall be entitled to be reimbursed for all allowable, allocable, and reasonable costs actually incurred up to and including the date of Grantee's receipt of the Notice of Termination for Cause or Notice of Termination for Convenience, whichever is applicable. Any costs incurred by Grantee after Grantee's receipt of such notice will be eligible for reimbursement only if they represent unavoidable or reasonable wind-down costs as determined by Agency in Agency's sole discretion.

(d) Notwithstanding the termination of this Agreement, and subject to any directions from Agency, Grantee shall take all timely, reasonable steps necessary to protect and preserve property in the possession of Grantee in which Agency has an interest.

(e) In the event of termination of this Agreement, all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other written material developed or prepared by Grantee under this Agreement shall, at the option of Agency, become Agency's property and, together with all information, data, reports, records, maps, and other materials (if any) provided to Grantee by Agency, shall be delivered and surrendered to Agency within such time specified by Agency.

## 16. WAIVER

The failure of Agency to insist upon strict compliance with any term, provision, or condition of this Agreement shall not constitute a waiver or relinquishment of Agency's right to enforce the same in accordance with this Agreement. In the event Agency is determined to have waived a term, provision, or condition of this Agreement, it is expressly understood and agreed that such waiver shall not constitute a waiver or relinquishment of Agency's right to enforce the same as to any other or further violation.

**17. DISPUTES**

Any dispute arising under this Agreement which is not disposed of by mutual agreement of the Parties within fifteen (15) calendar days shall be decided by the Attorney General, or the Attorney General's duly designated representative, who shall reduce the decision to writing and mail or otherwise furnish a copy of the decision to Grantee. The decision of such person shall be final and conclusive. Pending final decision of such dispute, Grantee shall proceed diligently with the performance of this Agreement unless otherwise directed by Agency.

**18. GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

**19. SEVERABILITY**

Should any provision of this Agreement be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this Agreement.

**20. ENTIRE AGREEMENT**

This Agreement sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between Agency and Grantee relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect.

**21. AUTHORITY TO ENTER INTO AGREEMENT**

Each Party represents and warrants to the other that it is duly authorized to enter into this Agreement and to fully perform its obligations hereunder.

**22. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

“Agency”

DEPARTMENT OF THE ATTORNEY GENERAL

Deputy Attorney General, State of Hawaii

By \_\_\_\_\_

Print Name Dana O. Viola  
Its First Deputy Attorney General

Date \_\_\_\_\_

COUNTY OF MAUI, DEPARTMENT OF THE  
PROSECUTING ATTORNEY ("GRANTEE")

By \_\_\_\_\_

Print Name \_\_\_\_\_

Its Mayor \_\_\_\_\_

Date \_\_\_\_\_

By Michelle M. Yashimura

Print Name Michelle M. Yashimura

Its Budget Director \_\_\_\_\_

Date July 15, 2020

By \_\_\_\_\_

Print Name \_\_\_\_\_

Its Director of Finance \_\_\_\_\_

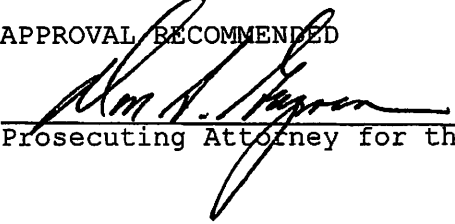
Date \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

/s/Kristina C. Toshikiyo

Deputy Corporation Counsel/County Attorney

APPROVAL RECOMMENDED

  
Prosecuting Attorney for the County

**CRIME PREVENTION AND JUSTICE ASSISTANCE DIVISION**  
**DEPARTMENT OF THE ATTORNEY GENERAL**  
235 South Beretania Street, Suite 401  
Honolulu, Hawaii 96813

**APPLICATION FOR FY 2018 VOCA VICTIM ASSISTANCE GRANT**  
**PART I. TITLE PAGE**

- A. **PROJECT TITLE:** Special Needs Advocacy Project (SNAP)
- B. **APPLICANT AGENCY:** County of Maui, Department of the Prosecuting Attorney
- C. **SYSTEM FOR AWARD MANAGEMENT (SAM):** ☒ Yes ☐ No **DUNS No.** 830283169
- D. **ADDRESS:** 150 South High Street **City** Wailuku **Zip** 96793
- E. **LOCATION OF PROJECT:** County of Maui
- F. **PROJECT PERIOD:** **From** July 1, 2020 **To** June 30, 2021

G.

SOURCE OF FUNDS	PERCENT	AMOUNT
FEDERAL FUNDS	80%	\$ 646,528
MATCH FUNDS	20%	\$ 161,632
ADMINISTRATIVE FUNDS		\$ 1,000
TOTAL	100% + ADMIN	\$ 809,160

H. **PERFORMANCE MEASURES:**

The applicant agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Department of the Attorney General. ☒ Yes ☐ No

I. **PROJECT DIRECTOR**

Name: Don Guzman Title: Prosecuting Attorney  
Address: 150 South High Street  
Telephone: 808-270-7777 Fax: 808-242-0922 E-Mail: Donald.Guzman@co.maui.hi.us

J. **FINANCIAL OFFICER**

Name: John Moses Title: Account Clerk III  
Address: 150 South High Street  
Telephone: 808-270-7655 Fax: 808-270-7625 E-Mail: John.Moses@co.maui.hi.us

FOR CPJAD USE	
Date received: <u>5/28/2020</u>	Project Number: <u>18-V2-01</u>

**EXHIBIT A**

**APPLICATION FOR VOCA VICTIM ASSISTANCE GRANT**  
**PART II. DESCRIPTION OF PROJECT**

**A. THE PROBLEM**

Sexual assault and domestic violence cases continue to be the majority of criminal cases that are received by the Department of the Prosecuting Attorney. In 2019, the department received 96 sex assault cases on adult and children and 904 domestic violence cases. The number of sexual assaults increased from the previous year of 80 sex assault cases and domestic violence cases decreased with 943 domestic violence cases received. These cases include warning citation violations, household intervention, strangulation, and violation of an order for protection. Domestic violence cases reported among each district includes Hana-14; Lahaina-161; Lanai City-24; Molokai-61; and Wailuku-628.

There were a total of 1,875 felony cases received by the department which was an increase from the previous year with 1,823 felony cases referred. While a majority of these cases are sexual assault and domestic violence, there was also a rise in violent and property crimes committed which includes murder, manslaughter, arson, terroristic threatening, theft, and criminal property damage. This does not account for unreported crimes that are due to language barriers, undocumented status, limited resources, fear of law enforcement and the lack of knowledge regarding services to crime victims. The United States Census Bureau lists the 2018 population estimates for Maui County as 167,207. Currently, there are 7 victim/witness counselors whose caseload range from 68-283 cases. Property crimes are also on the rise, with over 190 cases last year compared to 175 cases the year before. No counselors are assigned to property crime cases unless victim support is requested by a deputy prosecutor. Due to the overwhelming number of person's crime, property crime victims lack victim service support. With only 7 victim/witness counselors to cover all three islands, there is definitely a need for more help with victims of crime. Continued VOCA funding will assist the Department of the Prosecuting Attorney continuously employ victim/witness counselors and improve resources and expand services to victims of crime throughout the County.

The Project will address some of the special needs of crime victims, particularly in the areas of domestic violence, sexual assault/sex trafficking, child physical and sexual abuse, homicide, and property crime, as well as provide victim services in geographically isolated areas such as Hana, Molokai, and Lanai. For the Hana District, which is on the island of Maui, it takes at least 2 hours of travel to Hana due to winding roads (approximately 50 miles) and 2 hours to return to Central Maui. Most of the victims/witnesses in Hana do not have transportation of their own nor have access to public transportation. At least 90% of services are provided through mail or by phone. Although Molokai and Lanai are part of Maui County, serving victims from these islands are very challenging and can only be provided on a limited basis. Face-to-face contact with victims and witnesses is very minimal and most of the time prosecutors and counselors do not meet them in person until the day of the trial or other court hearings that require their presence and participation.

There is definitely a need for emergency housing which consists of relocation expenses for our crime victims, especially victims of domestic violence. Their eligibility is determined by considering the victim's financial expenses and obligations as well as exploring other resource assistance they may have received due to their victimization. Victims are only allowed to utilize one VOCA funding assistance from an agency.

There is need for (a) Victim/witness counselors who will make contact with victims and become a liaison between our office, law enforcement, and community crime victim service providers. In 2019, Victim/Witness counselors provided over 2,908 outreach services to victims of crimes and referred over 2,891 victims of crime to other agencies for assistance; (b) 24-hour crisis hotline for sexual assault victims in Hana and Lanai. Last year, Child Family Service provided all crisis services to 527 victims in the community including those calling into the hotline. However, CFS lacks personnel who can provide in depth therapeutic services to sex assault victims in Hana and Lanai as reported by CFS and call-ins to Victim/Witness Division; (c) 24-hour crisis hotline for domestic violence victims in Maui, Hana, and Lanai. Women Helping Women, through its shelter and program for victims of family violence, provided emergency housing for over 375 women and children last year (estimated 8,500 bed days) and received over 6,030 crisis and informational calls from the community through their crisis hotline. However, WHW lacks personnel in these area who can provide in depth domestic violence counseling to domestic violence victims in areas such as Hana and Molokai as reported by community and call-ins into WHW and Victim/Witness Division; (d) Counseling and emotional support within the criminal justice system for victims and their families on all three islands. Last year, the Department of the Prosecuting Attorney's Victim/Witness Division served over 4,500 victims of crime with 1,688 cases related to sex assault, child abuse or neglect, and domestic violence victims. Services included registration of victims with VINELink, a victim notification program, assisting victims with Crime Victim Compensation application and other referrals to crime victim assistance programs. A total of 1,308 victims were assisted in filling out Crime Victim Compensation forms and over 600 victims/witnesses were provided court accompaniment.

All of these numbers are estimates of a far greater incidence of violent crimes. To improve, as well as expand services to victims, requires an increase in resources beyond present staffing. Most of the victims the department serves are children and women who are victims of violent crimes and were sexually assaulted or victims of intra-familial abuse, or homicide survivors. With the assistance of Child and Family Service and Women Helping Women, the Department of the Prosecuting Attorney's Victim/Witness Division is able to provide these crucial services. Unfortunately, in addition to many crimes being unreported, visitors to Maui also become victims of crime and leave Maui to return home without adequate services. Our office has collaborated with Visitor Aloha Society of Hawaii (VASH) and the Maui Hotel and Lodging Association to offer our visitors services for when they return for their court hearings. These agencies have extended assistance to our visitors such as working with airlines to waive change flight fees, complimentary hotel rooms, and basic emergency needs.

The Victim/Witness Assistance Division initiated a program called Kako'o Pono Volunteer Program to recruit volunteers from the community. It is important to tap into the

community's support system to assist victims and witnesses navigate through the Criminal Justice System. Volunteers are provided training and are assigned duties such as court accompaniment, victim support, clerical work, and other related duties. Their hours are tracked on a timesheet.

In addition to the services provided to our crime victims for their safety, many do not have the knowledge regarding the respondent after conviction and sentencing or post-conviction services. Victims are extended assistance to register with Vinelink, a notification system where victims register and are notified of the respondent's status while incarcerated. Upon receiving a written request from the victim, victim/witness counselors will continue to provide court hearing dates and accompany victims to hearings such as minimum term hearings and parole hearings. Victim/witness counselors may also serve as a liaison to the victim and the probation/parole officer for their safety and to discuss safety planning.

Victims of crime experience a number of feelings after being attacked, including helplessness, trauma, self-blame, and depression. In addition to these reactions, they often do not know what to do next, or what community resources are available to assist them with their healing. The scope of the problem is county-wide which includes three islands: Maui, Lanai, and Molokai including the remote rural area of Hana. Serving victims and their families touch upon every aspect of the criminal justice system from the incident and reporting of the crime through prosecution, including networking with numerous agencies to aid in the process of recovery for the victim. The continuation of VOCA funding for the victim/witness counselor positions, as well as funding to Women Helping Women and Child and Family Service, will allow the crime victim services to continue and the ability to provide a liaison between the victims and community services needed for their safety and healing.

## **B. GOALS AND OBJECTIVES**

### **1. Goals**

- A. To improve countywide response to sexual assault by ensuring 24-hour access to comprehensive medical and forensic services for all victims of sexual assault in Maui, Molokai, and Lanai.
- B. To provide 24-hour crisis services for domestic violence victims.
- C. To improve the counseling of and general services to victims of sexual assault/sex trafficking, child abuse, domestic violence and homicide within the criminal justice system.
- D. To increase advocacy services provided to victims of sexual assault, domestic violence, and property crime in Hana, Molokai, and Lanai.
- E. To increase and improve outreach and therapeutic services to sexual assault, sex trafficking, and domestic violence victims in Maui County.
- F. To provide emergency housing and relocation expenses to crime victims.
- G. To provide public presentations to identify underserved crime victims such as victims of sex trafficking, immigrant victims, victims from geographically isolated areas, victims from the elder population, and those in the LGBTQQ (Lesbian, Gay, Bisexual, Transsexual, Queer, Questioning) Community.

## 2. Objectives

### GOAL A

- a. Ensure that 100% of all victims of sex assault victims that call in to the 24-hour hotline are provided assistance.
- b. Ensure that 100% of all victims of sexual assault, who do not want their cases reported, be notified of the availability of sex assault services from agencies such as Child and Family Service, specializing in sexual assault trauma.

### GOAL B

- c. Ensure that 100% of all victims of domestic violence, that call into the hotline and request assistance, are provided 24-hour crisis services through the assistance of Women Helping Women and possible referral to other agencies.

### GOAL C

- d. Ensure that all victims of sexual assault/sex trafficking, child abuse, domestic violence, homicide, and property crimes, requesting assistance within the criminal justice system, receive counseling and be provided services through the Victim/Witness Assistance Division, Child and Family Service, and Women Helping Women.
- e. Conduct outreach activities and strengthen collaboration with other agencies.

### GOAL D

- f. Ensure that victim/witness counselors assigned to sex assault, domestic violence and property crimes in Hana, Molokai, and Lanai provide advocacy services to their victims.
- g. Victim/witness counselors will reach out and collaborate with agencies and direct service providers in Hana, Molokai, and Lanai.

### GOAL E

- h. To increase the number of outreach activities especially to the underserved victims of crime. This includes the geographically isolated areas of Hana, Molokai, and Lanai.
- i. Victim/Witness counselors who serve sexual assault/sex trafficking and domestic violence victims in Maui County will report the number of adults/victims contacted and served semi-annually (July - Dec 2020, Jan - June 2021).

### GOAL F

- j. Ensure that all victims and their families, who need to relocate for safety reasons, are provided resources and are provided with emergency housing and relocation expenses.

### GOAL G

- k. Increase outreach activities to victims and provide them with helpful information about the criminal justice system as well as a list of different service providers in the community.

## **C. PROJECT ACTIVITIES**

### **GOAL A**

(July 2020-June 2021)

1. Provide a full-time victim advocate answering the 24-hour SA hotline through Child and Family Services (CFS).  
(July 2020-Sept 2020), (Oct 2020-Dec 2020), (Jan 2021-Mar 2021), (Apr 2021-June 2021)
2. CFS to report hotline calls for all and for calls from Hana, Molokai, and Lanai.  
(Monthly 2020 through 2021)
3. Victim/witness director or counselor will participate and attend monthly Maui Sexual Assault Response Team (MSART) meetings and have a significant part in discussions regarding procedures and guidelines on how to better address issues concerning sexual assault victims.  
(July 2020-June 2021)
4. Victim/witness counselors will contact sex assault victims who underwent sex assault forensic exams and if not ready to report will provide resources and refer victims to other services.

### **GOAL B**

(July 2020-June 2021)

5. Provide a full-time victim advocate and two (2) part-time victim advocates answering the 24-hour DV Hotline through Women Helping Women (WHW) for crisis intervention counseling and advocacy to victims of domestic violence at the shelter.  
(July 2020-Sept 2020), (Oct 2020-Dec 2020), (Jan 2021-Mar 2021), (Apr 2021-June 2021)
6. WHW to report hotline calls for all and for calls from Hana, Molokai, and Lanai.  
(Monthly 2020 through 2021)
7. Victim/witness director or counselor will attend and participate in monthly Maui Police Department Domestic Violence Core meetings and take part in discussions regarding procedures and issues and how to better serve domestic violence victims and their families.

### **GOAL C**

(July-Dec 2020, Jan-June 2021)

8. CFS and WHW to report victims served semi-annually.  
(Monthly 2020 through 2021)
9. Victim/witness director or counselor will attend monthly Maui Sex Assault Response Team (MSART) interagency meetings to improve system response, communication, and collaboration in serving victims.

### **GOAL D**

(July-Dec 2020, Jan-June 2021)

10. Victim/Witness Counselors assigned to sex assault, sex trafficking and domestic violence in Hana, Lanai, and Molokai will report advocacy services in those areas semi-annually.

(July 2020-June 2021)

11. Victim/witness counselors will continue to collaborate with other partners in the community such as the Visitors Association Society of Hawaii (VASH), in providing services to tourists who were victimized while on vacation.

(July 2020-June 2021)

12. Enhance knowledge and skills of victim/witness counselors and direct service providers that work with underserved areas by attending local and national training specializing in trauma in the areas of sex assault and domestic violence.

#### GOAL E

(July 2020-June 2021)

13. Victim/witness counselors will reach out to sex assault/sex trafficking and domestic violence victims from Hana, Molokai, and Lanai through email or phone contact to provide services or referrals to other agencies. In some cases, in-person contact may be necessary in which case, the worker may fly out to those remote areas.
14. All victims of sex assault/sex trafficking and domestic violence in Hana, Lanai, and Molokai who call into the 24-hour DV/SA crisis hotline will be provided resources through Child and Family Service and Women Helping Women.

#### GOAL F

(July 2020-June 2021)

15. Victim/Witness counselors will meet with victims and make an assessment about their emergency situation and their safety
16. Victim/Witness counselor will assess victim's financial situation and determine if victim does not have the ability to pay for emergency housing as well as relocation expenses and forward info to Victim/Witness Director for review and approval of emergency housing and/or relocation expenses.
17. Victim/Witness counselor/director will verify other housing/relocation services with agencies that provide services to victims of crime.

#### D. (July-Dec 2020, Jan-June 2021)

1. Victim/witness counselors will report number of adults/victims requesting emergency housing for safety reasons semi-annually.

#### GOAL G

(July 2020-June 2021)

20. Increase outreach to victims of crime by providing a victim/witness handbook at presentations or through request of other service providers.
21. Victim/witness counselors and direct service providers will attend local and national training to learn about new trends and to have a better understanding about underserved crime victims in areas such as sex trafficking, immigrant victims, as well as victims from geographically isolated areas.
22. Victim/witness director and counselors will provide a minimum of three (3) public presentations annually including in Hana, Molokai, and Lanai to identify crime victims, especially victims of trafficking and underserved population.

(July 2020-Sept 2020), (Oct 2020-Dec 2020), (Jan 2021-Mar 2021), (Apr 2021-June 2021)

23. Victim/witness staff will report number of attendees to any victim crime presentations quarterly.
24. Victim/witness staff will report the number of crime victim community presentations quarterly.

**E. CONDUIT FUNDING**

VOCA funds received from the Attorney General's Office are used for salaries for Victim/Witness Counselors, an Office Operations Assistant, and operational expenses for the Victim/Witness Assistance Division. The Victim/Witness Counselors provide a broad range of services to victims of domestic violence, sexual assault, child physical and sexual abuse, homicide, and other violent and property crimes.

The Victim/Witness Assistance Division also sub-grants to two agencies that provide services to victims of domestic violence and sexual assault. Women Helping Women provides a 24-hour crisis hotline for crisis intervention counseling and advocacy to victims of domestic violence. Child and Family Service provides counseling services to victims of sex assault on Maui and Molokai and also conducts support groups to adults molested as children on Molokai.

**E. PROJECT ORGANIZATION AND MANAGEMENT**

The Project Director will be the Prosecuting Attorney, with overall direction and daily supervision provided by the Victim/Witness Director.

**F. PERSONNEL**

1. Victim/Witness Counselors hired by the Department of the Prosecuting Attorney, County of Maui. Permanent Civil Service.
2. Victim advocate working an equivalent of 40 hours a week to provide 24-hour on-call services hired by Women Helping Women, through acquisition of services from the Department of the Prosecuting Attorney. VW Director will monitor and work closely with Women Helping Women to ensure proper delivery of victim services.
3. Clinical psychologist to provide therapy services to victims of sex assault on Maui, Molokai, and Lanai. Victim advocate to provide 24-hour on-call services hired by Child and Family Service through acquisition of services from the Department of the Prosecuting Attorney. VW Director will monitor and work closely with CFS to ensure proper delivery of victim services.
4. Victim/Witness will recruit volunteers interested in assisting victims of crime through the social work department of the University of Hawaii Maui campus as well as through public presentations. Maui County has a volunteer application form that will be utilized for the hiring and tracking of all volunteers.

**G. BRIEF PERSONNEL BIOGRAPHIES**

SR-20C Victim/Witness Counselor I  
SR-20C Victim/Witness Counselor I  
SR-20D Victim/Witness Counselor I  
SR-20F Victim/Witness Counselor I  
SR-22D Victim/Witness Counselor II  
SR-10C Office Operations Assistant II

**H. PARTICIPATING AGENCIES**

Grantee: Department of the Prosecuting Attorney, County of Maui

The Victim/Witness Assistance Division continuously strives to strengthen collaboration and networking with several agencies in the community. Contacts are maintained with the Children's Justice Center (CJC), Child Welfare Services (CWS), Adult Protective Services (APS), Women Helping Women (including the WHW Domestic Violence Shelter), Legal Aid Society, Child and Family Service, Mental Health Kokua, Maui County Children's Justice Committee (MCCJC), the Maui Police Department, Ka Hale Ake Ola Homeless Shelter, Maui Economic Opportunity, Adult Probation, Special Services Branch (Judiciary), Department of Public Safety, and Crime Victim Compensation Commission (CVCC), US Attorney's Office, Federal Bureau of Investigation (FBI), Department of Education (DOE), Department of Health (DOH), Department of Civil Service, Maui Emergency Management Agency, Hawai'i Emergency Management Agency, Maui Youth and Family Services, Hawai'i Department of Defense Office of Homeland Security, Missing Child Center, The Salvation Army, and American Red Cross.

**I. PERFORMANCE INDICATORS/OUTCOME MEASURES**

1. Women Helping Women will evaluate its services by:
  - The number of victims provided crisis intervention services and advocacy in Hana, Molokai, and Lanai.
  - 100% of DV victims requesting services through hotline are served.
  - Information provided in the Sub-grant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY-18 grant period.

This evaluation will be reported to the Project Director according to the VOCA reporting periods.

2. Child and Family Service will evaluate its services by:
  - The number of victims provided services to in Hana and Lanai.
  - 100% of SA victims requesting services through hotline are served.
  - Information provided in the Sub-grant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY-18 grant period.

This evaluation will be reported to the Project Director according to the VOCA reporting periods.

3. Victim/Witness Assistance Division Counselors will evaluate its services by:
- The number of victims served in Maui County, including Hana, Molokai, and Lanai during the project period.
  - Victims served from geographically isolated communities of Hana, Molokai, and Lanai related to domestic violence, sex assault/sex trafficking and property crime.
  - The number of attendees of service provider's trainings provided in Hana, Molokai, and Lanai.
  - Three (3) sex assault/sex trafficking and crime victim trainings including Hana, Molokai, and Lanai.
  - Ongoing input from deputy prosecutors.
  - The number of in-service training provided by attendees of local and national crime victim training.
  - Summaries of formal/informal feedback from victims and/or service providers.
  - The number of trainings attended throughout the project period.
  - Information provided in the Sub-grant Award Report and Performance Report as required by the VOCA guidelines for the VOCA supplement FY-18 grant period.

**J. PROBABILITY TO IMPROVE THE CRIMINAL JUSTICE SYSTEM AND SUSTAINABILITY PLAN**

VOCA funds allow our office to provide victim services to the islands of Maui, Molokai, and Lanai. It permits us to expand our resources and provide services to underserved communities and to reach remote areas such as Hana. Through VOCA funds, victims and witnesses of crime are able to attend and participate in minimum term hearings as well as to speak at sentencings. Without the assistance of VOCA funds, many victims and witnesses on the other two islands as well as the remote area of Hana, would not be able to participate in the criminal justice system.

CONTRACT NO. 18-V2-02

Exhibit A

## **Job Descriptions**

Duties of the Position (Office Operations Assistant II) PAT-0030

This Federal-funded position is assigned to the Victim/Witness Assistance Division and provides clerical support to counselors in the Division.

Types a variety of material from rough draft, notes or oral and written instructions and arranges into proper format. Composes routine correspondence and write letters from general oral and written instructions. Sets up and maintains files as necessary; codes, indexes and posts records. Time stamp incoming mail and log incoming requests for services. (a) 35%

Makes extensive searches through a variety of files and records and extracts and organizes necessary information. Does follow-up to assure compliance with legal, reporting and procedural requirements. Prepares, checks and reviews forms, records, reports and other documents for accuracy, adequacy and conformance to established departmental requirements. (a) 30%

Answers telephone, takes or relays messages and calls, and respond to routine inquiries. Makes referrals to other social service agencies when appropriate. Gives information to the public and others about the functions and services of the Victim/Witness Assistance Division. Makes contacts with other social service agencies to advocate for victims. Gathers and sorts out information from walk-ins and refer them to the appropriate staff. Scan case files utilizing document scanners for archiving in division's files. Performs other related duties as needed. (a) (b) 35%

- (a) The performance of this function is the reason that the job exists.
- (b) The number of other employees available to perform this function is limited.
- (c) This function is highly specialized and employee is hired for special expertise or ability to perform this function.

Victim/Witness Counselor I  
Victim/Witness Assistance Division  
Department of the Prosecuting Attorney  
County of Maui

Position Description

Under the direction and the daily supervision of the Division Director, following the policies of the Prosecuting Attorney, the counselor:

Interviews victims/witnesses of violent crimes to determine the nature and degree of immediate and long term assistance, such as psychological, financial, medical or other biopsychosocial needs. Provides crisis and support counseling to victims and their families. (a)(b)

45%

Makes referrals to appropriate governmental or community agencies for support services. Provides general information and education regarding the criminal justice system and court proceedings. Assists the deputy prosecutors in preparing victims/witnesses for court testimony and trial. (a)(b)

40%

Prepares correspondence, reports, and keeps records as required. Advises victims regarding Crime Victim Compensation Commission and assists them in applying for and receiving compensation. (a)(b)

10%

Performs other duties as assigned by the Director and Prosecuting Attorney. (a)(b)

5%

Revised 10/2012

## **Duties of the Position (Victim/Witness Counselor II)**

50%

Under the general direction of the Victim/Witness Director and according to the policies of the Prosecuting Attorney, provides a variety of continuing counseling services to crime victims and witnesses which include the most difficult and complex cases; counsels and provides information on law enforcement, the judicial system proceedings, the role of the prosecutor, etc.; arranges and informs victims and witnesses of court appearances and prepares victims and witnesses testifying in court; and accompanies victims and witnesses and provides physical and moral support in a courtroom setting.

(a) (b)

40%

Acts as liaison between the victims and witnesses and the criminal justice systems agencies; provides information and advice to victims regarding the Criminal Injuries Compensation Commission and assists them in applying for compensation; insures that victims and witnesses receive all possible services available to them; works with public agencies and private community groups; refers victims and witnesses to appropriate agencies for assistance; assists in making arrangements for transportation and emergency food, clothing and shelter for victims and witnesses; assists with the Return Witness Program. (a) (b)

10%

Increases public awareness of the Victim/Witness Assistance Program; prepares correspondence, reports, and other documents as assigned; performs other related duties as assigned. (a) (b)

- (a) The performance of this function is the reason that the job exists.
- (b) The number of other employees available to perform this function is limited.
- (c) This function is highly specialized and employee is hired for special expertise or ability to perform this function.

**Duties of the Position (Victim/Witness Counselor II)**

50%

Under the general direction of the Victim/Witness Director and according to the policies of the Prosecuting Attorney, provides a variety of continuing counseling services to crime victims and witnesses which include the most difficult and complex cases; counsels and provides information on law enforcement, the judicial system proceedings, the role of the prosecutor, etc.; arranges and informs victims and witnesses of court appearances and prepares victims and witnesses testifying in court; and accompanies victims and witnesses and provides physical and moral support in a courtroom setting. (a) (b)

40%

Acts as liaison between the victims and witnesses and the criminal justice systems agencies; provides information and advice to victims regarding the Criminal Injuries Compensation Commission and assists them in applying for compensation; insures that victims and witnesses receive all possible services available to them; works with public agencies and private community groups; refers victims and witnesses to appropriate agencies for assistance; assists in making arrangements for transportation and emergency food, clothing and shelter for victims and witnesses; assists with the Return Witness Program. (a) (b)

10%

Increases public awareness of the Victim/Witness Assistance Program; prepares correspondence, reports, and other documents as assigned; performs other related duties as assigned. (a) (b)

- (a) The performance of this function is the reason that the job exists.
- (b) The number of other employees available to perform this function is limited.
- (c) This function is highly specialized and employee is hired for special expertise or ability to perform this function.

CONTRACT NO. 18-V2-02

Exhibit A

## **Part III. Budget**



COST ELEMENT					AMOUNT
<b>C. Consultants/Contracts</b>					
Scope of Consultant/Contract	Time Period	Estimated Cost	Length of Consultant/Contract Service	Select As Appropriate	Subtotal
Child & Family Services	7/1/2020			<input type="checkbox"/> Contract	
	6/30/2021		12	<input checked="" type="checkbox"/> Consultant	\$ 35,000
Women Helping Women	7/1/2020			<input type="checkbox"/> Contract	
	6/30/2021		12	<input checked="" type="checkbox"/> Consultant	\$ 35,000
<b>Total Consultants/Contracts</b>					<b>\$ 70,000</b>

COST ELEMENT					AMOUNT
<b>D. Transportation and Subsistence</b>					
Itemize for mainland/interisland airfare, ground transportation, rental car, per diem		Unit Cost	No. of Travelers as Applicable	No. of Days	Subtotal
Air transportation: Victim Interview Accomp		\$ 185		10	\$ 1,850
Air transportation: Molokai, Lanai		\$ 200		8	\$ 1,600
Per Diem: Intra State: Victim Interviews		\$ 20		18	\$ 360
Training/Conference: Intra-state (air transp)		\$ 185	12	1	\$ 2,200
Per Diem: Intra State Conferences		\$ 90		12	\$ 1,080
Training Conference: Out of State (air transp)		\$ 900	10		\$ 9,000
Per Diem: Out of State		\$ 145	10	5	\$ 7,250
Add' Per Diem (Excess lodging, parking, bag fee)		\$ 6,000			\$ 6,000
<b>Total Transportation and Subsistence</b>					<b>\$ 29,340</b>

COST ELEMENT					AMOUNT
<b>E. Office Supplies</b>					
Itemize for supplies and related costs such as printing, paper, binders, etc.		Quantity	Cost by Unit	Subtotal	Subtotal
Materials and supplies				\$ 2,400	
VW handbooks		1000	\$ 3.55	\$ 3,550	
Printing of business cards and mailing labels				\$ 500	
VW staff shirts		20	\$ 30	\$ 600	
<b>Total Office Supplies</b>					<b>\$ 7,050</b>

COST ELEMENT					AMOUNT
<b>F. Equipment</b>					
Specify equipment that will be purchased, leased or rented		Quantity	Cost by Unit	Subtotal	Subtotal
Cell phone data plan	(12 months x \$65)	7	\$ 65	\$ 5,460	
iPad data plan	(12 months x \$55)	1	\$ 55	\$ 660	
Copy machine rental				\$ 950	
Maint & service of computer/phones/Ipad/sec.camera				\$ 1,000	
<b>Total Equipment</b>					<b>\$ 8,070</b>

COST ELEMENT					AMOUNT
<b>G. Other Costs</b>					
		Quantity	Cost by Unit	Subtotal	Subtotal
Forensic Exams for Sex Assault		3	\$ 600	\$ 1,800	
Crime Victim Membership dues				\$ 790	
Conference/Training registration fees				\$ 6,790	
Emergency Fund/Special Needs				\$ 7,800	
Relocation/Housing Support				\$ 7,900	
Victim Parking	12 months	3	\$ 60	\$ 2,160	
Administration Cost				\$ 1,000	
<b>Total Other Costs</b>					<b>\$ 28,240</b>
<b>TOTAL PROJECT COSTS</b>					<b>\$ 809,160</b>

**BUDGET EXPLANATION:**

**A. Salaries and Wages**

Five full-time Victim/Witness Counselors and an Office Operations Assistant are paid at entry level months during FY 2020-2021. Victim/Witness Counselor II's (P-26471) annual salary and six-month fringe will be required for match FY 2020-2021. Victim/Witness Counselor II's (P-29237) annual salary and six-month fringe will also go towards the match. Amount will exceed the required match of \$161,632 with a difference of \$9,992. Total available match is \$171,624.

**B. Fringe Benefits**

The composite fringe benefit rate is at 65.39% (7/1/20 – 6/30/21) for one (1) Victim/Witness Counselor II, four (4) Victim/Witness Counselor I, and one (1) Office Operations Assistant II (listed positions). The rate consists of the following fringe benefit items and computed rates: see attachment

24.00%	Employee Retirement System (ERS)
7.65%	Social Security/Medicare
.14%	Unemployment Compensation
2.08%	Workers' Compensation
21.13%	Medical, Drug, Dental, Vision, Life
10.39%	Other Post-Employment Benefits
<u>65.39%</u>	<b>TOTAL FRINGE BENEFIT</b>

**Fiscal Year 2020 - 2021**

Counselor II: P-29818 7/1/20-6/30/21	\$3,129	12 months	\$37,548
Counselor I: P-29819 7/1/20-6/30/21	\$2,892	12 months	\$34,704
Counselor I: P-26525 7/1/20 – 6/30/21	\$3,129	12 months	\$37,548
Counselor I: P-29820 7/1/20 -6/30/21	\$2,780	12 months	\$33,360
Counselor I, (Vacant) 7/1/20-6/30/21	\$2,780	12 months	\$33,360
OOAII: P-26396 7/1/20-6/30/21	\$1,780	12 months	\$21,360
<b>Total Fringe Benefits</b>			<b>\$197,880</b>

### **C. Consultants/Contracts**

Women Helping Women is sub granted \$35,000 in FY 2020-2021. This amount will pay a portion of the salaries for a full-time advocate and 2 part-time advocates for the domestic violence hotline. This will cover Maui County including Molokai, Lanai, and Hana.

Child and Family Service is sub granted \$35,000 for FY 2020-2021. CFS will provide onsite services in Molokai regarding response and treatment services to victims of sexual assault. These include counseling services and facilitating survivor groups. This will cover Maui County including Lanai and Hana.

### **D. Transportation and Subsistence**

#### **Victim Interviews and Victim Accompaniment**

The County of Maui includes three islands (Maui, Molokai, Lanai) and remote areas. There are instances when counselors accompany victims and their immediate family members to attend minimum term hearings held on Oahu. Additional travel expenses include the islands of Moloka'i and Lanai for eight trips. There are also cases when victims move to other islands outside of Maui County.

#### **Intra-island Travel**

Airfare: \$185 x 10 trips for victim accompaniment = \$1,850

Airfare: \$200 x 8 trips for Lanai/Molokai victims = \$1,600

Per diem: \$20 x 18 trips (total) for intra-state victim accompaniment = \$360

#### **Meetings/Trainings**

Airfare: \$185 x 12 travelers for intra-state local meeting/training= \$2,220

Per diem: \$90 x 12 trips for intra-state local meeting/training = \$1,080

#### **Out-of-State Conferences**

Counselors, advocates, and law enforcement personnel's attendance at training conferences provide opportunities to enhance their skills to better serve crime victims.

Two (2) victim/witness counselors and one (1) deputy prosecutor or Maui police officer to attend the American Professional Society on the Abuse of Children (APSAC) for training to understand victim-centered practices when helping to identify and assist with sex trafficking/sex assault/child abuse victims.

Two (2) victim/witness counselors to attend the Western States Information Network (WSIN) Human/Sex Trafficking training to learn and understand victim service practices when helping to identify and assist sex/labor trafficking victims.

Two (2) victim/witness counselor and one (1) prosecutor to attend the Conference on

Crimes Against Women/Children. The goal of this conference is "to provide practical instruction, using current information and successful intervention strategies to professionals responsible for combating varied forms of crimes against women and children".

Two (2) victim advocates to attend the Leave No Victim Behind mass violence response training to learn about current trends and issues of victimization.

Airfare: \$900 (RT)/per person x 10 attendees = \$9,000

Per Diem: \$145 x 5 days x 10 attendees = \$7,250

Additional travel expenses:

Excess lodging: \$97.50 x 4 days x 10 attendees = \$3,900

Ground transportation: \$30 x 5 days x 10 attendees = \$1,500

Baggage fees: \$60 x 10 attendees = \$600

#### **E. Office Supplies**

\$2,400 will fund materials and supplies include office supplies necessary for day to day operations such as writing tablets, pens, copier supplies, etc.

\$3,550 will be used to reprint 1,000 Victim/Witness handbook (\$3.55/per book) in English.

\$500 to print brochures, business cards, envelopes, mailing of handbooks, and mailing labels as needed.

20 VW staff shirts @ \$30 per shirt = \$600 to be worn by VW staff during outreach to victims of crimes.

#### **F. Equipment**

Seven (7) cell phone service plans at \$65 for 12 months = \$5,460

One (1) iPad data plan @ \$55 for 12 months = \$660

Phones are for victim/witness counselor's use to readily assist victims with Crime Victim Compensation Commission (CVCC) referral, victim notification VINELink registration, and other community services/referrals and to be accessible to sex assault/DV victim/service providers and MPD during afterhours.

Copy machine rental = \$950

Computers, cell phone, iPad, printers/copier replacement and/or servicing and maintenance costs = \$1,000.

## **G. Other Costs**

### **Forensic Exams**

Three (3) completed forensic exams that are forwarded to the Victim/Witness Unit when victims choose not to contact the police department and request a "non-reported" exam. VOCA funds are utilized when funding is unavailable through the victim service agency  
 $= 3 \times \$600/\text{each} = \$1,800$

### **Membership Fees**

Annual membership in national and local victim service organizations such as:

The National Organization for Victims Assistance = \$500

American Professional Society on the Abuse of Children = \$110

Civic Research Institute which entitles the VWAD to publications that are on the cutting edge of victim services = \$180

Membership in national organizations also entitles staff to discounted registration fees to conferences and trainings.

### **Conference Registration Fees**

Conference registration fees for Counselors/Advocates, Prosecutors, and Maui Police Department officers for both intra-state and out-of-state are included. These training conferences will enhance the counselors, prosecutors, and officer's skills in the delivery of victim services. = \$6,790

#### **Intra-state**

Crisis Intervention and Stress Management Training =  $\$100 \times 3 \text{ attendees} = \$300$

Hawaii State Victim Assistance Academy (HSVAA):  $\$250 \times 4 \text{ victim/witness counselors} = \$1,000$

#### **Out-of-State**

APSAC:  $\$680 \times 3 \text{ attendees} = \$2,040$

WSIN Human Trafficking:  $\$200 \times 3 \text{ attendees} = \$600$

Conference on Crimes against Women/Children:  $\$550 \times 3 \text{ attendees} = \$1,650$

Leave No Victim Behind:  $\$400 \times 3 \text{ attendees} = \$1,200$

### **Additional Costs**

Emergency costs will be used for special needs such as child care, filing fee for restraining orders, interpreter fees for victims, and for families that may need to leave the county or the state immediately for their safety. When the victims do not have the resources, emergency funds will be used for intrastate airfare and transportation = \$7,800

Relocation and housing support will be used to assist victims and their families. Where reasonable moving expenses, security deposits for housing, rental expenses, and utility startup costs can be provided = \$7,900.

Three (3) victim parking stalls @ \$60 for 12 months = \$2,160.

\$1,000 in Administration Funds will be used for inter-island travel of administration regarding crime victim issues, promoting innovative approaches to serving crime victims such as through the use of technology, providing training on crime victim issues to state, public, and nonprofit organizations that serve or assist crime victims. Funds will also be used to purchase, print, and/or develop publications such as training manuals for service providers, victim services directories, and brochures.

**MICHAEL P. VICTORINO**  
Mayor

**SCOTT K. TERUYA**  
Director

**MAY-ANNE A. ALIBIN**  
Deputy Director



**DEPARTMENT OF FINANCE**  
COUNTY OF MAUI  
200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793  
[www.maui-county.gov](http://www.maui-county.gov)

November 26, 2019

**MEMORANDUM**

**TO: ALL DEPARTMENTS AND AGENCIES**

**SUBJECT: EMPLOYEE FRINGE BENEFIT RATES- CALENDAR YEAR 2020**

The County of Maui has reviewed and revised the employee fringe benefit rates utilizing the actual cost data and salary base for the prior fiscal year which ended on June 30, 2019 (Fiscal Year 2019). These rates are to be used from January 1, 2020 through December 31, 2020 (Calendar Year 2020).

<b>EMPLOYEE FRINGE BENEFIT RATES BASED UPON EMPLOYER'S CONTRIBUTION</b>	<b>Personnel (b) (except Police &amp; Fire)</b>		<b>Police &amp; Fire (a)(c)</b>	
	<b><u>1/1/2020</u></b>	<b><u>7/1/2020</u></b>	<b><u>1/1/2020</u></b>	<b><u>7/1/2020</u></b>
Employee's Retirement System (ERS)	22.00%	24.00%	36.00%	41.00%
Social Security/Medicare	7.65%	7.65%	1.45%	1.45%
Subtotal	29.65%	31.65%	37.45%	42.45%
Unemployment	0.14%	0.14%	0.14%	0.14%
Workers' Compensation (c)	2.08%	2.08%	2.08%	2.08%
Medical, Drug, Dental, Vision, Life	21.13%	21.13%	21.13%	21.13%
Other Post-Employment Benefits (OPEB)	10.39%	10.39%	10.39%	10.39%
<b>Total Employer's Contribution (Use for internal reimbursement)</b>	<b><u>63.39%</u></b>	<b><u>65.39%</u></b>	<b><u>71.19%</u></b>	<b><u>76.19%</u></b>

**EMPLOYEE FRINGE BENEFIT RATES  
BASED UPON EMPLOYER'S  
CONTRIBUTION**

	Personnel (b) (except Police & Fire)		Police & Fire (a)(c)	
	<u>1/1/2020</u>	<u>7/1/2020</u>	<u>1/1/2020</u>	<u>7/1/2020</u>

**LEAVE BENEFITS**

Vacation	8.08%	8.08%	8.08%	8.08%
Sick	5.04%	5.04%	5.04%	5.04%
Holiday	5.38%	5.38%	5.38%	5.38%
Others (Admin Leave, Union)	0.77%	0.77%	0.77%	0.77%
Total Leave Benefits	19.27%	19.27%	19.27%	19.27%

<b>Total Fringe Benefit Rate (Straight Time Rate)</b> (Use for grant reimbursement)	<b><u>82.66%</u></b>	<b><u>84.66%</u></b>	<b><u>90.46%</u></b>	<b><u>95.46%</u></b>
--	----------------------	----------------------	----------------------	----------------------

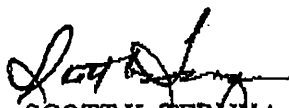
<b>Total Fringe Benefit Rate (Overtime Rate)</b> (Use for internal transfer and grant reimbursement including FEMA reimbursements)	<b><u>31.87%</u></b>	<b><u>33.87%</u></b>	<b><u>39.67%</u></b>	<b><u>44.67%</u></b>
---	----------------------	----------------------	----------------------	----------------------

(a) For Police & Fire personnel only: ERS rate = 36.00% + 1.45% (for Medicare) = 37.45%.  
From July 1, 2019, the Police & Fire ERS rate increases from 36.00% to 41.00%.

(b) For NON-"Police & Fire" personnel, from July 1, 2020 the ERS rate increases from 22.00% to 24.00%.

If you have any questions on the above employee fringe benefit rates, please call Marci Sato at ext. no. 7503.

Respectfully Submitted,

  
SCOTT K. TERUYA  
Director of Finance

**Certifications:**

- Acceptance of Conditions (AG/CPJAD #14)
- Acceptance of VOCA Special Conditions (AG/CPJAD #26)
- Certification of Non-Supplanting (AG/CPJAD #3)
- Certification of Non-Discrimination (AG/CPJAD #15)
- Certification Form – Compliance with the Equal Employment Opportunity Plan Requirements (OMB Control No. 1121-0340)
- Certification of Non-Discrimination Complaint Procedures (AG/CPJAD #30)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient) (OJP Form 4061/1)
- Certification Regarding Lobbying (AG/CPJAD #22)

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF CONDITIONS

The undersigned agrees, on behalf of the applicant agency, that:

1. This project, upon approval, shall constitute an official part of Hawaii's Victims of Crime Act Victim Assistance Formula Grant Program established under the Victims of Crime Act of 1984, Public Law 98-473, as amended, and codified at 42 U.S.C. 10601, et seq.
2. Any grant awarded pursuant to this application shall be subject to and will be administered in conformity with :
  - (a) general conditions applicable to administration of grants under the Victims of Crime Act Victim Assistance Formula Grant Program established under the Victims of Crime Act of 1984, Public Law 98-473, as amended, as applicable;
  - (b) conditions applicable to the fiscal administration of grants under the Victims of Crime Act Victim Assistance Formula Grant Program established under the Victims of Crime Act of 1984, Public Law 98-473, as amended, as applicable;
  - (c) any special conditions contained in the grant award; and
  - (d) general and fiscal regulations of the Crime Prevention and Justice Assistance Division.
3. Any grant received as a result of this application may be terminated, or fund payment may be discontinued, by the Crime Prevention and Justice Assistance Division when it finds a substantial failure to comply with the foregoing provisions, the application obligations or for non-availability of funds.

SUBMITTED BY:

Name Donald S. Guzman

Title Prosecuting Attorney

Signature 

Date 3-30-20

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

ACCEPTANCE OF VOCA SPECIAL CONDITIONS

The undersigned Grantee understands and agrees, on behalf of its agency that:

**1. Requirements of the Award; Remedies for Non-Compliance or for Materially False Statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the Grantee that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements – whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period – may result in CPJAD taking appropriate action with respect to the Grantee and the award. Among other things, CPJAD may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice and CPJAD also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the state and/or federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

**2. Applicability of Part 200 Uniform Requirements**

Grantee agrees to comply with the financial and administrative requirements set forth in 2 C.F.R. Part 200 and the current edition of the Department of Justice (DOJ) Grants Financial Guide.

Grantee understands and agrees that CPJAD may withhold award funds, or may impose other related requirements, if the Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the

terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of CPJAD awards.

### **3. Reporting Requirements and Performance Metrics**

The Subgrant Award Report (SAR) required by OVC shall be submitted to CPJAD 14 days following the execution of the contract. County prosecutors shall also submit a report for each funded non-profit agency within 14 days after the non-profit agency's contract is executed with county, but no later than 90 days following the execution of county's contract with CPJAD.

Grantee agrees to submit (and, as necessary, require sub-recipients to submit) performance measure reports (PMT) on the performance metrics identified by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. The Grantee agrees to submit the reports quarterly. The reporting periods and due dates are:

October 1 – December 31	due January 15
January 1 - March 31	due April 15
April 1 – June 30	due July 15
July 1 – September 30	due October 15

The fourth quarter will include the VOCA Grantee Report narrative questions for the period of October 1 to September 30. Grantees shall submit a report for each funded agency.

### **4. DOJ Regulations Pertaining to Civil Rights and Nondiscrimination**

#### **28 C.F.R. Part 38**

Grantee, and any subgrantee at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to Grantee and subgrantee organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to Grantees and subgrantees that are faith-based or religious organizations.

The text of the regulation, now entitled “Partnerships with Faith-Based and Other Neighborhood Organizations,” is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>).

by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR “current” data.

#### 28 C.F.R. Part 54

Grantee, and any subrecipient (“subgrantee”) at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain “education programs.”

### **5. “Lobbying” Restrictions**

In general, as a matter of federal law, federal funds may not be used by the Grantee, or any subrecipient (“subgrantee”) at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded from being used by the Grantee, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a Grantee (or subrecipient) would or might fall within the scope of these prohibitions, the Grantee is to contact CPIAD for guidance, and may not proceed without the express prior written approval of CPIAD.

### **6. Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct**

Grantee and any subrecipients (“subgrantees”) at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has, in connection with funds under this award -- 1) submitted a claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by:

Mail:           Office of the Inspector General  
                  U.S. Department of Justice  
                  Investigations Division  
                  1425 New York Avenue, N.W.

Suite 7100  
Washington, DC 20530

Hotline: (contact information in English and Spanish): (800) 869-4499, or  
Hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at  
<https://oig.justice.gov/hotline>

**7. 41 U.S.C. 4712 (Including Prohibitions on Reprisal; Notice to Employees)**

Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

**8. Federal Leadership on Reducing Text Messaging While Driving**

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the CPJAD encourages grantees and sub-grantees to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**9. Training(s)/Conference(s) Compliance**

Grantee agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events. Information on pertinent laws, regulations, policies, and guidance is available in the DOJ Grants Financial Guide Conference Cost Chapter.

Grantee understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>

**10. Duplicate Award of Federal Funds**

Grantee agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this CPJAD award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this CPJAD award, the grantee will promptly notify, in writing, the assigned Criminal Justice Planning Specialist for this CPJAD award, and, if so requested by CPJAD, seek a budget or project narrative modification to eliminate any inappropriate duplication of funding.

**11. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters**

No Grantee or subgrantee under this award, or entity that receives a contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

**12. Prohibited Conduct Related to Trafficking in Persons**

Grantee, and any subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantees, subgrantees, or individuals defined (for purposes of this condition) as “employees” of the Grantee or of any subgrantee.

The details of the Grantee’s obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by grantees and subgrantees related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

**13. General Appropriations-Law Restrictions**

Grantee, and any subgrantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various “general provisions” in the Consolidated Appropriations Act, 2018, are set out at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm> and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a Grantee or subgrantee would or might fall within the scope of an appropriations-law restriction, the

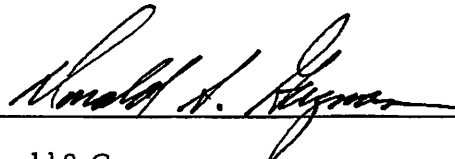
grantee is to contact CPJAD for guidance, and may not proceed without the express prior written approval of CPJAD.

**14. Requirements to Report Actual or Imminent Breach of Personally Identifiable Information (PII)**

Grantee shall have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) of "personally identifiable information" (PII) (2 CFR 200.79), if Grantee 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of such "personally identifiable information" within the scope of the grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130).

Grantee's response procedures must include a requirement to report by email actual or imminent breach of PII to the assigned CPJAD grant manager and to hawaiiag@hawaii.gov no later than 12 hours after an occurrence of an actual breach, or the detection of an imminent breach, with the date and time of the breach or detection of an imminent breach, description of actual or imminent breach, project number, project title, name of Grantee, and Grantee contact information.

SUBMITTED BY:

Signature:  Date: 3-30-20  
Name: Donald S. Guzman Title: Prosecuting Attorney  
Agency: County of Maui, Department of the Prosecuting Attorney

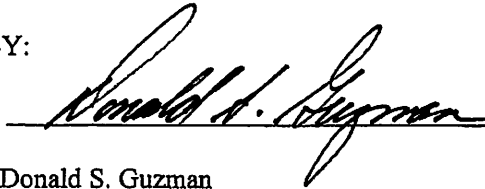
DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-SUPPLANTING

I certify that federal funds will not be used to supplant State, local or other non-federal funds that would, in the absence of such federal aid, be made available for law enforcement, criminal justice, and victim compensation and assistance activities.

SUBMITTED BY:

Signature:



Date:

3-30-20

Name:

Donald S. Guzman

Title:

Prosecuting Attorney

Agency:

County of Maui, Department of the Prosecuting Attorney

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

CERTIFICATION OF NON-DISCRIMINATION

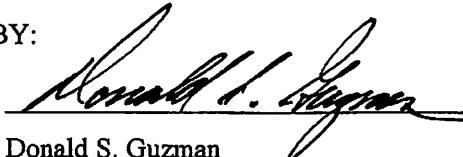
I certify that the applicant agency will comply with and will insure compliance by its subgrantees and contractors with the non-discrimination requirements of:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended, which prohibits discrimination on the basis of race, color, national origin, religion, or sex, in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (42 U.S.C. §3789d and 28 C.F.R. §42.201 et seq.)
- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (42 U.S.C. §2000d and 28 C.F.R. §42.101 et seq.)
- Section 504 of the Rehabilitation Act, which prohibits discrimination on the basis of disability in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (29 U.S.C. §794 and 28 C.F.R. §42.501 et seq.)
- Section 1407 of the Victims of Crime Act (VOCA), which prohibits discrimination on the basis of race, color, national origin, religion, sex, or disability in VOCA funded programs or activities. (42 U.S.C. §10604)
- Title II of the Americans with Disabilities Act of 1990, as it relates to discrimination on the basis of disability in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (42 U.S.C. §12132 and 28 C.F.R. Pt. 35)
- Title IX of the Education Amendments of 1972, as it relates to discrimination on the basis of sex in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded training or educational programs. (20 U.S.C. §1681 and 28 C.F.R. Pt. 54)
- The Age Discrimination Act of 1975 as it relates to services discrimination on the basis of age in Office of Justice Programs, Office of Community Oriented Policing Services, and Office on Violence Against Women funded programs or activities. (42 U.S.C. §6102 and 28 C.F.R. §42.700 et seq.)
- Executive Order No. 13166 prohibiting discrimination of Limited English Proficient Persons.
- Executive Order No. 13279 and 28 C.F.R. pt. 38 regarding equal protection of the laws for faith-based organizations.
- The Violence Against Women Reauthorization Act of 2013, Pub. L. No. 113-4, 127 Stat. 54 § 3(b)(2013) which prohibits excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part with funds made available through VAWA or the Office on Violence Against Women. (42 U.S.C. § 13925(b)(13)).

No person shall, on the grounds of race, color, religion, national origin, sex, or disability, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with any program or activity funded in whole or in part with funds made available under this title from the U.S. Department of Justice through the Department of the Attorney General, Crime Prevention and Justice Assistance Division. Noncompliance with the discrimination regulations may result in the suspension or termination of funding.

SUBMITTED BY:

Signature:

  
Donald S. Guzman

Date:

3-30-20

Name:

Donald S. Guzman

Title:

Prosecuting Attorney

Agency:

County of Maui, Department of the Prosecuting Attorney

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: Department of the Prosecuting Attorney, County of Maui

Address: 150 S. High Street, Wailuku, HI 96793

Is agency a: ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☐ Yes ☒ No

DUNS Number: 830283169

Vendor Number (only if direct recipient)

Name and Title of Contact Person: Don S. Guzman, Prosecuting Attorney

Telephone Number: 808-270-7777

E-Mail Address: Donald.Guzman@co.maui.hi.us

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

☐ Less than fifty employees

☐ Indian Tribe

☐ Medical Institution

☐ Nonprofit Organization

☐ Educational Institution

☐ Receiving a single award(s) less than \$25,000.

I, \_\_\_\_\_ [responsible official], certify that

[recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible official], certify that

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

[organization],

[address].

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, Don S. Guzman [responsible official], certify that The Department of the Prosecuting Attorney, County of Maui

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on February 19, 2020

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Don S. Guzman, PROSECUTING ATTORNEY

Print or Type Name and Title

Signature

Date

3-30-20

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

**CERTIFICATION OF NON-DISCRIMINATION COMPLAINT PROCEDURES**

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) has jurisdiction to investigate complaints of discrimination against recipients of funding from OJP (which includes component agencies such as the Bureau of Justice Assistance, the Office for Victims of Crime, and the National Institute of Justice), Office on Violence Against Women, and the COPS Office. OCR has indicated that recipients and subrecipients of federal funding should have non-discrimination complaint procedures. Therefore,

I certify that the County of Maui, Dept. of the Prosecuting Attorney (name of agency) has non-discrimination complaint procedures which include:

- (1) a coordinator who is responsible for overseeing the complaint process. The agency's coordinator is:

Susan Clements  
Name

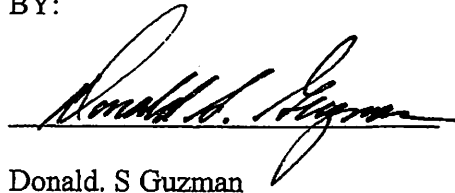
Administrative Officer  
Title

808-270-7649  
Phone

- (2) a procedure to ensure that beneficiaries or employees of funded subrecipients are aware that they may complain of discrimination directly to a subrecipient, to the Department of the Attorney General, or to the Office for Civil Rights.
- (3) a procedure to investigate the complaint. (The procedure may be an internal investigation or forwarding the complaint to the Department of the Attorney General, the OCR, or another appropriate external agency.)
- (4) a procedure to notify the Department of the Attorney General, Crime Prevention and Justice Assistance Division of the complaint. (The Department will forward the complaint information to OCR and may conduct an investigation of the complaint.)
- (5) a procedure to notify the Department of the Attorney General of the findings of the investigation.

SUBMITTED BY:

Signature:



Date:

3-30-20

Name:

Donald S Guzman  
(Head of Agency or Designee)

Title: Prosecuting Attorney



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

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Donald S. Guzman, Prosecuting Attorney

Name and Title of Authorized Representative

*Donald S. Guzman*

Signature

*3-30-20*

Date

County of Maui, Department of the Prosecuting Attorney

Name of Organization

150 So. High Street, Wailuku, HI 96793

Address of Organization

DEPARTMENT OF THE ATTORNEY GENERAL  
Crime Prevention and Justice Assistance Division

CERTIFICATION REGARDING LOBBYING

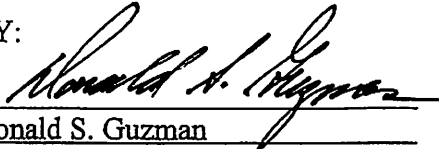
Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a Federal contract, grant, or cooperative agreement of \$100,000 or more; or Federal loan of \$150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here \_\_\_\_ and complete and submit Standard Form # LLL, A Disclosure of Lobbying Activities, in accordance with its instructions.
- (3) Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the U.S. Department of Justice, Office of Justice Programs.
- (4) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

SUBMITTED BY:

Signature:   
Name: Donald S. Guzman  
Title: Prosecuting Attorney

Date: 3-30-20  
Project No: 18-V.2-01

150 South High Street, Wailuku, HI 96793  
Name and Address of Organization

OVC  
Name of OJP Agency

DIGEST

ORDINANCE NO. \_\_\_\_\_  
BILL NO. 89 (2020)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR  
OF THE COUNTY OF MAUI TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE  
DEPARTMENT OF THE ATTORNEY GENERAL, STATE OF HAWAII

This bill proposes to authorize the Mayor to enter into an intergovernmental agreement with the Department of the Attorney General, State of Hawaii, granting to the Department of the Prosecuting Attorney up to \$809,160 in funding for the Victims of Crime Act Victim Assistance Grant Program, Special Needs Advocacy Project (SNAP) for the term July 1, 2020 to June 30, 2021, with a requirement that the County provide matching funds in the amount of \$161,632.

I, KATHY L. KAOHU, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 89 (2020) was passed on First Reading  
by the Council of the County of Maui, State of Hawaii, on the 11th day of September,  
2020, by the following vote:

AYES: Councilmembers G. Riki Hokama, Kelly T. King, Michael J. Molina,  
Tamara A. M. Paltin, Shane M. Sinenci, Yuki Lei K. Sugimura,  
Vice-Chair Keani N. W. Rawlins-Fernandez, and Chair Alice L. Lee.

NOES: None.

EXCUSED: Councilmember Natalie A. Kama.

DATED at Wailuku, Maui, Hawaii, this 15th of September, 2020.



---

KATHY L. KAOHU, COUNTY CLERK  
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County Clerk,  
County of Maui, for use and examination by the public.