

Contract No. J24162

THE JUDICIARY
STATE OF HAWAII
CONTRACT FOR HEALTH AND HUMAN SERVICES:
COMPETITIVE PURCHASE OF SERVICES

This Contract, executed on the respective dates indicated below, is effective as of
July 1 , 2023 between the Judiciary, State of Hawai'i ("JUDICIARY"), by its
Administrative Director of the Courts and
Domestic Violence Action Center

(Name of PROVIDER)

("PROVIDER"), a non-profit organization
(Legal form of PROVIDER i.e. Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address is:

Business street address:

P.O. Box 3198

Honolulu, HI 96801

Mailing address if different than business street address:

RECITALS

A. This Contract is for a competitive purchase of services (a "Competitive POS"),
as defined in section 103F-402, Hawai'i Revised Statutes ("HRS"), and chapter 3-143,
Hawai'i Administrative Rules.

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

C. Money is available to fund this Contract in the following amounts:

State: \$ 2,737,801.00

Federal: \$ 0.00

D. The JUDICIARY is authorized to enter into this Contract pursuant to Section 103F-402, HRS.

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

☒ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;

☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;

☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;

☐ other evidence of authority to sign:

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

G. The PROVIDER produced, and the JUDICIARY inspected: (1) a Hawaii Compliance Express certificate or (2) a tax clearance certificate as required by HRS § 103-53 and other documents in HRS § 103D-310.

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

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the JUDICIARY, provide the Required Services set forth in Attachment "1"

to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. The PROVIDER shall provide the Required Services from July 1, 2023, to June 30, 2025, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated in a total amount for all required services not to exceed

☒ Two million seven hundred thirty seven thousand eight hundred one and no/100 DOLLARS (\$2,737,801.00) which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in Attachment "3" to this Contract, which is hereby made a part of this Contract.

☐ based upon referrals to the PROVIDER from the JUDICIARY, payment for each such referral shall be made according to Attachment "3" to this Contract, which is attached and made a part of this Contract. The JUDICIARY shall provide a minimum of _____ referrals to the PROVIDER.

4. Reporting Requirements. The PROVIDER shall submit written quarterly reports by the 15th day of the month following the end of each quarter. The PROVIDER shall also submit a Final Project Report of each contract year by the 45th day following the close of the year or termination of this Agreement. No amendment to the PROVIDER's Final Report shall be considered after 60 days following the close of the contract year or termination of this Agreement.

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

6. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Notices. Any notice, communication, or information required to be given by any party under this Contract shall be made in writing, and shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the JUDICIARY shall be sent to Administrative Director of the Courts, 417 South King Street, Room 206A, Honolulu, HI 96813. Notice to the PROVIDER shall be sent to the PROVIDER at the PROVIDER's address as indicated in this Contract. The notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the JUDICIARY in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures, on the dates below, to be effective as of the date first above written.

THE JUDICIARY, STATE OF HAWAII

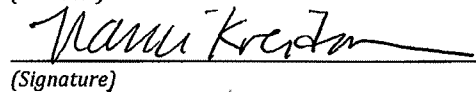

(Signature)

Rodney A. Maile
(Print Name)

Administrative Director of the Courts
(Print Title)

5/24/23
(Date)

Domestic Violence Action Center
(Provider)

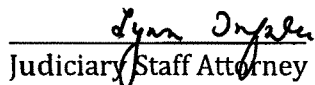

(Signature)

Nanci Kreidman
(Print Name)

CEO
(Print Title)

5-10-23
(Date)

APPROVED AS TO FORM:


Judiciary Staff Attorney

PROVIDER'S ACKNOWLEDGMENT

STATE OF HAWAII

COUNTY OF HONOLULU

)
) ss.
)

On this 10th day of May, 2023, before me personally appeared

Nanci Kreidman, to me personally known, who being by me duly sworn, did say

NK that *she* is the Chief Executive Officer of Domestic Violence Action Center,

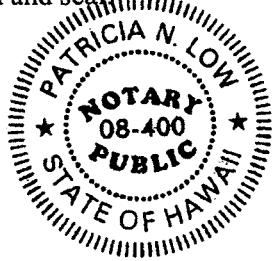
the PROVIDER named in the foregoing instrument, and that he *she* is authorized to sign said *NK*

instrument on behalf of the PROVIDER, and acknowledges that he *she* executed said instrument *NK*

as the free act and deed of the PROVIDER.

Witness my hand and seal

(Seal)



Patricia N. Low

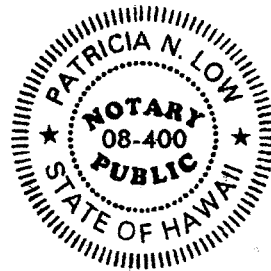
NOTARY PUBLIC, State of Hawaii

Patricia N. Low

Notary Public Name Printed

My commission expires: 9-14-2024

Notary Name: <u>Patricia N. Low</u> <u>1st</u> Circuit	
<u>Patricia N. Low</u>	(Stamp or Seal)
Notary Signature	Date <u>5/10/23</u>
NOTARY CERTIFICATION	



Doc Date: 5-10-23 # Pages: 39

Name: Patricia N. Low 1st Circuit

Doc. Description: The Judiciary State of Hawaii Contract for Health and Human Services: Competitive Purchase of Services

Patricia N. Low 5-10-23

Signature

Date

NOTARY CERTIFICATION

SCOPE OF SERVICES

1. Provision of Services

A. The PROVIDER shall provide a comprehensive array of tailored services for survivors and their children. The specific services to be provided include the following:

1) Legal Representation

The Legal Team will provide legal representation, consultation, and brief services to at least 140 survivors annually in divorce, custody, post-decree and restraining order cases per year.

2) Long-Term Advocacy

Alaka'i Advocacy Team and Specialized Advocacy Services (SAS) Immigrant and LGBTQ+ Team will provide comprehensive, long-term advocacy services to at least 115 survivors annually.

3) Services to TRO Petitioners and Survivor Respondents

The EXPO Court Outreach team will provide outreach services to at least 1,500 petitioners or survivor respondents at the Kapolei Family Court and the TRO office located at Ka'ahumanu Hale, Circuit Court.

4) HELPLINE

Agency staff will answer at least 1,800 calls annually under this proposal through HELPLINE, a key point of entry to DVAC's legal, advocacy, and specialized services.

5) PIKO

Direct advocacy services, including support groups to both parent survivors and their children will be provided to at least 35 families.

TIME OF PERFORMANCE

The PROVIDER shall provide the required services from July 1, 2023 through June 30, 2025. The contract term may be extended for the period of July 1, 2025 through June 30, 2027, subject to appropriation and availability of funds and satisfactory performance of services by the PROVIDER.

COMPENSATION AND PAYMENT SCHEDULE

1. Compensation for Services.

- A. For services rendered hereunder, the JUDICIARY shall pay to the PROVIDER the total sum of TWO MILLION SEVEN HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED ONE AND NO/100 DOLLARS (\$2,737,801.00) for fiscal years 2024 and 2025. The total compensation amount for fiscal year 2024 is ONE MILLION THREE HUNDRED SIXTY EIGHT THOUSAND NINE HUNDRED AND 50/100 DOLLARS (\$1,368,900.50), and the total compensation amount for fiscal year 2025 is ONE MILLION THREE HUNDRED SIXTY EIGHT THOUSAND AND NINE HUNDRED AND 50/100 DOLLARS (\$1,368,900.50).

2. Payment Schedule.

A. Fiscal Year 2024

For the period from July 1, 2023 through May 31, 2024 payment shall be made at the rate of ONE HUNDRED FOURTEEN THOUSAND SEVENTY FIVE AND NO/100 (\$114,075.00), per month. For the month of June 2024, payment shall be made in the amount of ONE HUNDRED FOURTEEN THOUSAND SEVENTY FIVE AND 50/100 (\$114,075.50).

B. Fiscal Year 2025

For the period from July 1, 2024 through May 31, 2025 payment shall be made at the rate of ONE HUNDRED FOURTEEN THOUSAND SEVENTY FIVE AND NO/100 (\$114,075.00), per month. For the month of June 2025, payment shall be made in the amount of ONE HUNDRED FOURTEEN THOUSAND SEVENTY FIVE AND 50/100 (\$114,075.50)

3. Payment Procedures.

- A. The PROVIDER shall submit an invoice to the JUDICIARY for the amount due for each month by the fifteenth (15th) calendar day of the month following which services were rendered. The invoice shall contain a certification that services have been performed in accordance with the Agreement and that the PROVIDER is entitled to be paid the invoiced amount under the terms of the Agreement. Each such invoice shall be approved by the Administrative Director of the Courts or a designee.

- B. Pursuant to Section 103-53, Hawaii Revised Statutes, final payment for fiscal year 2021 under this Agreement shall be made only upon receipt of a tax clearance obtained by the PROVIDER from the Director of Taxation, State of Hawaii, and the Internal Revenue Service.
- C. Any payment received by the PROVIDER from a JUDICIARY referred client(s) shall be used to defray the PROVIDER's program costs, or be reimbursed to the JUDICIARY, or be reduced by any amount.

4. Reports of Performance.

- A. The PROVIDER shall submit regular written quarterly progress reports to the JUDICIARY by the fifteenth (15th) calendar day following the end of each quarter. The reports shall cover the clients' utilization information, a statement of problems and corrective action taken during the quarter, staffing changes, measures of effectiveness and levels of achievement, accomplishments, proposed plans for the upcoming quarter, and a quarterly fiscal report.
- B. The Measures of Effectiveness adopted by the PROVIDER and attached as Attachment "1" shall be used as the criteria by which the PROVIDER's performance shall in part be evaluated.
- C. In the event the quarterly report is not filed with the JUDICIARY on or before the required date, the JUDICIARY is authorized to withhold payment for services performed during the quarter covered by the report not filed and any future payments not yet made for services in future periods, until such time the quarterly report is submitted.

Attachment "1"

Program Progress/Measures of Effectiveness Fiscal Years 2024 and 2025:

Goal 1: Increase the safety and stability of adult survivors of intimate partner violence and their children through civil legal services.	
Objective 1: To increase safety and provide trauma-informed legal representation, consultation, and brief services for at least 140 survivors in divorce, paternity, post-decree, and temporary restraining order cases.	
Activity	Annual Output or Outcome
Open divorce, paternity, post-decree cases in Oahu Family Court.	30
Open temporary restraining order cases	60
Make court appearances on behalf of DVAC clients	100
Provide services for ongoing divorce, and post-decree cases	50
Provide brief services and/or legal consultations	50
Survivors will receive divorce decrees or custody orders	40
Survivors will receive protective orders	40
Survivor surveys will report stability in their lives and rate legal services good to excellent	85%
Survivors receiving brief or legal consultation will report satisfaction with DVAC services	85%

Goal 2: Increase the safety and stability of adult survivors of IPV through long-term advocacy.	
Objective 2: Provide at least 115 adult survivors with long-term advocacy. (*Open and ongoing cases)	
Activity	Annual Output or Outcome
Open cases	70
Cases closed	40
Provide services for ongoing advocacy cases	45
Survivors who don't have safe housing at intake will secure safe housing	40
Survivors will increase their income through access to benefits, child support and/or access resources that help them become financially stable	40
Survivors without access to medical care at intake will secure access to medical care	25
Survivors for whom immigration status is a problem at intake will improve their immigration status	15
Survivors' surveys will report stability in their lives and rate advocacy services good to excellent	70%

Goal 3: Increase the safety of temporary restraining order (TRO) petitioners and complaining witnesses in Criminal Court domestic violence cases.	
Objective 3: Increase at least 1,500 petitioners' access to protective orders and access to supportive services.	
Activity	Annual Output or Outcome
Provide outreach services to petitioners in Family Court	1,500
Conduct risk assessments with petitioners reached	80%
Conduct safety planning with petitioners reached	80%
Accompany petitioners who request a court accompaniment	75%
Petitioners will receive risk assessments	1,200
Petitioners will receive safety plans	1,200
Petitioners will receive appropriate community referrals	4,000
Petitioners will receive favorable legal outcomes with representation	150

Goal 4: Increase safety and access to support survivors and other stakeholders throughout the state.	
Objective 4: Provide at least 1,800 HELPLINE calls with trauma-informed, telephone Helpline support, referrals, DV education, legal information, and safety planning.	
Activity	Annual Output or Outcome
Answer calls on DVAC Helpline	1,800
Conduct safety planning with survivors calling Helpline	80%
Safety plans will be completed with survivors	720
Survivors calling Helpline for assistance and information will be provided appropriate community referrals	720
Survivors calling Helpline for assistance and information will be provided with legal information	500
Survivors calling Helpline for assistance will receive domestic violence education	720
Provide appropriate community referrals to survivors calling Helpline	80%

Goal 5: Increase the safety and stability of non-offending parent survivors and their children through advocacy and support groups.	
Objective 5: Provide at least 35 families with long-term advocacy and support groups for parents and children.	
Activity	Annual Output or Outcome
Families provided with direct advocacy services	35
PIKO support groups held	2
Parent survivors who participated in PIKO support groups	6
Children survivors who participated in PIKO support groups	8

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of a constitutional convention, but excluding legislators, delegates to the constitutional convention, justices and judges.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent.

On behalf of Domestic Violence Action Center,
PROVIDER, the undersigned does declare, under penalty of perjury, as follows:

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

PROVIDER understands that the Contract to which this document is attached is voidable on behalf of the State if this Contract was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source of the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the State.

PROVIDER

By Nanci Kreidman
(Signature)

Print Name: Nanci Kreidman

Print Title: CEO

Date: 5-10-23

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

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

**GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS
TABLE OF CONTENTS**

	<u>Page(s)</u>
1. Representations and Conditions Precedent.....	1
1.1 Contract Subject to the Availability of State and Federal Funds.....	1
1.1.1 State Funds.....	1
1.1.2 Federal Funds.....	1
1.2 Representations of the PROVIDER.....	1
1.2.1 Compliance with Laws	1
1.2.2 Licensing and Accreditation	1
1.3 Compliance with Laws	1
1.3.1 Smoking Policy.....	1
1.3.2 Drug Free Workplace.....	1
1.3.3 Persons with Disabilities.....	2
1.3.4 Nondiscrimination.....	2
1.4 Insurance Requirements.....	2
1.5 Notice to Clients	2
1.6 Reporting Requirements	3
1.7 Conflicts of Interest.....	3
Documents and Files	3
Confidentiality of Material	3
Proprietary or Confidential Information	3
Uniform Information Practices Act	3
2.2 Ownership Rights and Copyright.....	3
2.3 Records Retention.....	3
3. Relationship between Parties.....	4
3.1 Coordination of Services by the STATE	4
3.2 Subcontracts and Assignments	4
3.3 Change of Name	4
3.4 Independent Contractor Status and Responsibilities, Including Tax Responsibilities	4
3.4.1 Independent Contractor.....	4

3.4.2	Contracts with other individuals and entities.....	4
3.4.3	PROVIDER's employees and agents.....	5
3.4.4	PPROVIDER's Responsibilites	5
3.5	Personnel Requirements.....	6
3.5.1	Personnel.....	6
3.5.2	Requirements	6
4.	Modification and Termination of Contract.....	6
4.1	Modifications of Contract.....	6
4.1.1	In writing.....	6
4.1.2	No oral modification.....	6
4.1.3	Tax clearance	6
4.2	Termination in General.....	6
4.3	Termination for Necessity or Convenience	7
4.4	Termination by PROVIDER.....	7
4.5	STATE's Right of Offset.....	7
	Indemnification	7
5.1	Indemnification and Defense	7
5.2	Cost of Litigation	7
6.	Publicity	8
6.1	Acknowledgment of State Support.....	8
6.2	PROVIDER's publicity not related to contract	8
7.	Miscellaneous Provisions.....	8
7.1	Nondiscrimination.....	8
7.2	Paragraph Headings	8
7.3	Antitrust Claims.....	8
7.4	Governing Law	8
7.5	Conflict between General Conditions and Procurement Rules.....	8
7.6	Entire Contract.....	8
7.7	Severability	9
7.8	Waiver.....	9

7.9	Execution in Counterparts.....	9
8.	Confidentiality of Personal Information.....	9
8.1	Definitions.....	9
8.1.1	Personal Information.....	9
8.1.2	Technological Safeguards.....	9
8.2	Confidentiality of Material	10
8.2.1	Safeguarding of Material	10
8.2.2	Retention, Use, or Disclosure	10
8.2.3	Implementation of Technological Safeguards	10
8.2.4	Reporting of Security Breaches	10
8.2.5	Mitigation of Harmful Effect.....	10
8.2.6	Log of Disclosures	10
8.3	Security Awareness Training and Confidentiality Agreements.....	10
8.3.1	Certification of Completed Training.....	10
8.3.2	Certification of Confidentiality Agreements	10
8.4	Termination for Cause	11
8.5	Records Retention.....	11
8.5.1	Destruction of Personal Information.....	11
8.5.2	Maintenance of Files, Books, Records	11

GENERAL CONDITIONS FOR HEALTH & HUMAN SERVICES CONTRACTS

1. Representations and Conditions Precedent

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

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

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

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

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

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

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

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

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

1.3.3 Persons with Disabilities. The PROVIDER shall implement and maintain all practices, policies, and procedures required by federal, state, or county law, including but not limited to the Americans with Disabilities Act (42 U.S.C. §12101, et seq.), and the Rehabilitation Act (29 U.S.C. §701, et seq.).

1.3.4 Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the PROVIDER, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

1.4 Insurance Requirements. The PROVIDER shall obtain from a company authorized by law to issue such insurance in the State of Hawai'i commercial general liability insurance ("liability insurance") in an amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00) coverage for bodily injury and property damage resulting from the PROVIDER's performance under this Contract. The PROVIDER shall maintain in effect this liability insurance until the STATE certifies that the PROVIDER's work under the Contract has been completed satisfactorily.

The liability insurance shall be primary and shall cover the insured for all work to be performed under the Contract, including changes, and all work performed incidental thereto or directly or indirectly connected therewith.

A certificate of the liability insurance shall be given to the STATE by the PROVIDER. The certificate shall provide that the STATE and its officers and employees are Additional Insureds. The certificate shall provide that the coverages being certified will not be cancelled or materially changed without giving the STATE at least 30 days prior written notice by registered mail.

Should the "liability insurance" coverages be cancelled before the PROVIDER's work under the Contract is certified by the STATE to have been completed satisfactorily, the PROVIDER shall immediately procure replacement insurance that complies in all respects with the requirements of this section.

Nothing in the insurance requirements of this Contract shall be construed as limiting the extent of PROVIDER's responsibility for payment of damages resulting from its operations under this Contract, including the PROVIDER's separate and independent duty to defend, indemnify, and hold the STATE and its officers and employees harmless pursuant to other provisions of this Contract.

1.5 Notice to Clients. Provided that the term of this Contract is at least one year in duration, within 180 days after the effective date of this Contract, the PROVIDER shall create written procedures for the orderly termination of services to any clients receiving the Required Services under this Contract, and for the transition to services supplied by another provider upon termination of this Contract, regardless of the circumstances of such termination. These procedures shall include, at

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

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

2. Documents and Files

- 2.1 Confidentiality of Material.
 - 2.1.1 Proprietary or Confidential Information. All material given to or made available to the PROVIDER by virtue of this Contract that is identified as proprietary or confidential information shall be safeguarded by the PROVIDER and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
 - 2.1.2 Uniform Information Practices Act. All information, data, or other material provided by the PROVIDER to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS, and any other applicable law concerning information practices or confidentiality.
- 2.2 Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished that is developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the PROVIDER pursuant to this Contract.
- 2.3 Records Retention. The PROVIDER and any subcontractors shall maintain the books and records that relate to the Contract, and any cost or pricing data for three (3) years from the date of final payment under the Contract. In the event that any litigation, claim, investigation, audit, or other action involving the records retained under this provision arises, then such records shall be retained for three (3) years from the date of final payment, or the date of the resolution of the action, whichever occurs later. During the period that records are retained under this section, the

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

3. Relationship between Parties

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

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

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

3.4.4 PROVIDER's Responsibilities. The PROVIDER shall be responsible for the accuracy, completeness, and adequacy of the PROVIDER's performance under this Contract.

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

The PROVIDER shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the PROVIDER by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The PROVIDER also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.

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

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

3.5 Personnel Requirements.

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

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

4. Modification and Termination of Contract

4.1 Modification of Contract.

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

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

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

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

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

5. Indemnification

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

6. Publicity

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

7. Miscellaneous Provisions

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

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

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

8. Confidentiality of Personal Information

8.1 Definitions.

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

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

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

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

8.2 Confidentiality of Material.

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

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

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

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

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

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

8.3 Security Awareness Training and Confidentiality Agreements.

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

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

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

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

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

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

8.5 Records Retention.

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

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

SPECIAL CONDITIONS

1. The Provider shall conduct a State and Federal fingerprint- based criminal history record check for any person, including, but not limited to any officer, employee, volunteer or subcontractor, who performs work or services which necessitates close proximity to or unsupervised access to vulnerable clients such as children, disabled, and/or the elderly , or other program related vulnerable clients . In addition, the Provider will conduct a search of the State and National Sex Offender Registries, <http://sexoffenders.ehawaii.gov> (State Sex Offender Registry) and the www.nsopr.gov (National Sex Offender Public Registry). The minimum record check will be conducted once every four years for each person, and/or at the outset of the contract period if such checks have never been conducted. Further, the Provider will ensure the continued suitability of any officer, employee, volunteer or subcontractor to work or provide services to vulnerable clients. Results of all criminal history record inquiries conducted shall be placed in the employee's or volunteer's personnel file and shall be available to Judiciary for review. The Provider further shall have a written plan for addressing any findings that result from a criminal history record check that may affect the treatment milieu (e.g. actively under the supervision of any criminal justice agency, convicted sex offenders). The Provider shall ensure that any officer, employee, volunteer or subcontractor is suitable to be performing work or services in close proximity to or with unsupervised access to children, disabled, and/or elderly clients will be of reputable and responsible character and will not pose a risk to the health, safety, security, or well-being of clients, staff and the general public.
2. Pursuant to HRS 321C-3, to ensure compliance with Title VI, Providers must take reasonable steps to ensure that Limited English Proficient persons have meaningful access to the Provider's programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.
3. Insurance. In addition to Paragraph 1.4, Insurance, General Conditions, the PROVIDER further agrees to the following:

In order to protect the PROVIDER as well as the State of Hawaii, the STATE, and their officers and employees covered under the indemnification provision in this Contract, the PROVIDER shall obtain and keep in force throughout the period of this Contract the following automobile insurance:

Automobile liability insurance for automobiles owned or leased by the PROVIDER and used to carry out services specified in this Contract shall be obtained from a company authorized to do business in the State, or meet Section 431:8-301, Hawaii Revised Statutes if utilizing an insurance company not licensed by the State of Hawaii, and complying with the Hawaii No Fault Insurance Law. The combined amount shall be at least ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) with respect to bodily injury and to property damage. The PROVIDER's policy shall name the STATE, the

State of Hawaii, and their officers and employees as additional insured. Prior to or upon execution of this Contract, the PROVIDER shall furnish the STATE with a Certificate of Insurance, verifying the existence of such insurance. The PROVIDER will immediately provide written notice to the contracting department or agency should any of the insurance policies evidenced on its Certificate of Insurance form be cancelled, limited in scope, or not renewed upon expiration.

Each insurance policy required by contracts shall contain the following clauses:

1. The Judiciary, State of Hawaii, is added as an additional insured as respects to operations performed for the State of Hawaii
2. If it is agreed that any insurance maintained by The Judiciary, State of Hawaii, will apply in excess of, and not contribute with, insurance provided by this policy

An umbrella policy may be utilized as applicable to the Provider's insurance policy.

If the PROVIDER is authorized by the STATE to subcontract, subcontractor(s) is not excused from the Indemnification and/or Insurance provisions of this Contract. The PROVIDER agrees to require its subcontractor(s) to obtain insurance in order to indemnify the STATE.

Failure of the PROVIDER to provide and keep in force such insurance shall be regarded as material default under this Contract, entitling the STATE to exercise any or all of the remedies provided in this Contract for default of the PROVIDER.

The procuring of such required policy or policies of insurance shall not be construed to limit the PROVIDER's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract. Notwithstanding said policy or policies of insurance, the PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of the PROVIDER or its authorized representatives.

4. This Agreement is funded, either in part or entirety, by a federal grant. (Check "Yes" or "No.")
_____ Yes X No

If "Yes," PROVIDER shall comply with grant requirements

HAWAII JUDICIARY POLICY DISCRIMINATION/HARASSMENT-FREE WORKPLACE

I. Authority and Background

The Judiciary is committed to promoting and maintaining a productive work environment free of any form of discrimination and harassment. The Judiciary does not tolerate workplace discrimination or harassment. The Judiciary will take appropriate action when discrimination or harassment is based on a person's "protected class." The Judiciary will act to curb protected class discrimination or harassment without regard to its severity or pervasiveness and does not require that discrimination or harassment rise to the level of unlawfulness before taking action.

II. Zero Tolerance Policy

Judiciary employees are expected to avoid behavior that could reasonably be perceived as discrimination or harassment prohibited under this policy. The Judiciary will take appropriate action when discrimination or harassment is based on a person's race, color, sex, including gender identity or expression,¹ sexual orientation, condition of pregnancy, act of breastfeeding or expressing milk, religion, national origin, ancestry, age, disability, genetic information,² marital status, arrest and court record, income assignment for child support, national guard absence, uniformed service, veteran status, citizenship, credit history or credit report unless directly related to a bona fide occupational qualification, or domestic or sexual violence victim status if the domestic or sexual violence victim provides notice to the victim's employer of such status or the employer has actual knowledge of such status (*protected class discrimination*).

¹ "Gender identity or expression" includes a person's actual or perceived gender, as well as a person's gender identity (including transgender), gender-related self-image, gender-related appearance, or gender-related expression, regardless of whether that gender identity, gender-related self-image, gender-related appearance, or gender-related expression is different from that traditionally associated with the person's sex assigned at birth. "Transgender" refers to a person whose sex assigned at birth is different from their self-identified gender (e.g. a person whose sex assigned at birth is male who identifies as female and/or a person whose sex assigned at birth is female who identifies as male). A transgender person does not have to have undergone medical treatment or surgical procedures to be protected under the Policy. An individual's self-declaration of gender is sufficient to be provided protection under the Policy.

² "Genetic information" includes information about an individual's genetic tests and the genetic tests of an individual's family members, as well as information about any disease, disorder, or condition of an individual's family members (i.e., an individual's family medical history). Family medical history is included in the definition of "genetic information" because it is often used to determine whether someone has an increased risk of getting a disease, disorder, or condition in the future.

A. Scope of Policy

This policy applies to all employees, justices and judges, volunteers, applicants for employment, and persons or entities providing services to the Judiciary, whether on a contract, per diem, full or part-time basis. This policy covers all interactions with staff, clients, and the public.

All Judiciary employees are responsible for ensuring that work in the courts and court-related programs is conducted in an atmosphere that respects the dignity of every Judiciary employee, and people with whom the Judiciary conducts business.

B. Examples of Prohibited Conduct

1. It is a violation of this policy to engage in protected class discrimination.
2. Discrimination or harassment prohibited under this policy includes, but is not limited to, oral, written, physical or visual behavior, that offends, demeans, or intimidates, or refusing to provide services and/or denying access to Judiciary facilities and/or programs, based on a person's status in a protected class.
3. Protected class characteristics may not be used as a basis for taking employment action or making an employment decision that results in an adverse change in benefits, or terms and conditions of employment.
4. Other harassing or offensive conduct directed at individuals based on protected class characteristics is prohibited under this policy, and includes, but is not limited to:
 - a. Unwanted physical contact, sexually suggestive or offensive touching, patting, hugging, or brushing against a person's clothing or body, pinching, or hitting;
 - b. Sexual advances, requests for sexual favors, repeated and unwanted attempts at a romantic relationship, sexually explicit questions, comments about physical attributes;
 - c. Lewd comments, sexual jokes, pressure for sexual activity, such as repeated requests for dates, and threats for refusing a sexual advance;
 - d. Displays of demeaning, insulting, or sexually suggestive objects, pictures, or photographs;

- e. Demeaning, insulting, intimidating, or sexually suggestive, written, recorded, or electronically transmitted messages (such as e-mail, voicemail, and Internet materials);
 - f. Offensive comments, slurs, jokes, profanity, anecdotes, offensive and/or inappropriate questions or statements to, about or regarding any protected class;
 - g. Refusal to address a person by their preferred name, provided that such name shall not be used when deemed to be inappropriate for a business setting; and
 - h. Disregarding a person's preferences based on his or her self-identified gender. This may include, but is not limited to, failing to address a person by his or her preferred name and/or pronoun, not allowing a person to use the restroom and/or locker room of his or her self-identified gender or limiting a person to using facilities that are an unreasonable distance or travel time from the worksite or Judiciary program location because the individual is transgender, requiring a transgender person to follow procedures that conflict with the person's self-identified gender, refusing to provide services and/or denying access to Judiciary facilities and/or programs based on the person's self-identified gender and/or being transgender.
5. Retaliation: The Judiciary encourages reporting of incidents of discrimination, harassment or retaliation. Retaliation against an individual who makes a complaint, participates in an investigation, or provides information, is prohibited. A person who experiences retaliatory action after taking the following actions should report the matter to the investigator in charge of the complaint or the Equal Employment Opportunity (EEO) Officer:
- a. Making a complaint of harassment or discrimination;
 - b. Making a disability related request for reasonable accommodation; or
 - c. Participating in a complaint investigation.

C. Reporting Procedures

The Judiciary encourages employees to report discrimination and/or harassment before it becomes severe or pervasive so that steps may be taken to stop the harassment before it rises to the level of unlawful behavior.

Anyone who observes or experiences discrimination or harassment prohibited

under this policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. The incidents should also be reported to an immediate supervisor, other supervisory personnel, a program or court administrator, or the EEO Officer who after reviewing the complaint will determine the appropriate follow-up. Employees are not required to report a complaint to their immediate supervisor or to make a complaint to the offender.

While this section describes the general procedures for reporting complaints of discrimination, harassment or retaliation in the workplace, more specific procedural information is attached to this policy as Attachment 1 and describes, in detail, how to report a complaint, including how to report a complaint to an external agency. Regardless of how the complaint is made, all complaints will be taken seriously and investigated promptly.

D. Limited Confidentiality

The Judiciary shall, to the extent possible, protect the confidentiality of substantiated and unsubstantiated discrimination, harassment and retaliation reports and investigations. Information regarding reports and investigations shall be shared with appropriate individuals and agencies on a "need to know" basis, with due consideration for safety, security, and other interests.

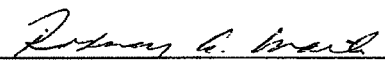
III. Responsibility for Implementing Policy

Judges, chief court administrators and department heads shall ensure that this policy is implemented and enforced within their own courtrooms and programs.

A violation of this policy may result in disciplinary action, up to and including discharge.

IV. Review of Policy

This policy was established in 1998 and amended in 2000, 2007, 2012, and 2017.

Approved: 
Rodney A. Maile
Administrative Director of the Courts

Date: MAY 20 2017

Attachment 1

PROCEDURES FOR REPORTING DISCRIMINATION, HARASSMENT, OR RETALIATION IN THE WORKPLACE

I. Procedures

The Judiciary urges the reporting of any incidents of discrimination, harassment, or retaliation, regardless of the identity of the alleged offender. Anyone who observes or experiences discrimination or harassment prohibited under the Discrimination/Harassment-Free Workplace Policy is encouraged, if at all possible, to make it clear to the offender that he or she finds such behavior offensive. Conduct that violates the Discrimination/Harassment-Free Workplace Policy should also be reported to an immediate supervisor, other supervisory personnel, a program or court administrator, or the Equal Employment Opportunity (EEO) Officer at 539-4336.

Employees are not required to report a complaint to their immediate supervisor or to make a complaint to the offender.

A complaint or report may be made either orally or in writing (a complaint form is available through the EEO Officer). A complaint or report, whether oral or written, should include: name of the alleged offender(s), including position and department, if known, a summary of the offensive acts, with the dates, times and places of the incidents, the names of witnesses to the events, and copies of documents, if any, that support the complaint or report.

II. Limited Confidentiality

The Judiciary shall, to the extent possible, protect the confidentiality of substantiated and unsubstantiated discrimination, harassment and retaliation reports and investigations. Information regarding reports and investigations shall be shared with appropriate individuals and agencies on a "need to know" basis, with due consideration for safety, security, and other interests.

III. Action Taken on Complaints

All complaints will be investigated promptly. The Judiciary may take appropriate interim action while an investigation is pending, including placing the accused person on leave or temporary assignment.

If the Judiciary finds that an employee violated the Discrimination/Harassment-Free Workplace Policy, the Judiciary will take appropriate corrective action, up to and including discharge of the employee. If an investigation shows that a justice or judge violated the Discrimination/Harassment-Free Workplace Policy, the matter shall be referred to the Commission on Judicial Conduct, which has exclusive authority to take disciplinary action against justices and judges. If the person found to have violated the policy is not employed

by the Judiciary, other appropriate action shall be taken, including notice to the employer. If the person found to have violated the policy is a lawyer, the findings shall also be reported to the Office of Disciplinary Counsel.

IV. Referring Complaints to External Agencies

In addition to the procedures described above, complaints about discrimination, harassment, or retaliation in the workplace may also be reported to other appropriate agencies, including but not limited to, the federal Equal Employment Opportunity Commission, the Hawai'i Civil Rights Commission, and labor unions. Conduct by a justice or judge that violates the Discrimination/Harassment-Free Workplace Policy shall be reported to the Commission on Judicial Conduct and the Judicial Selection Commission.

Agencies may have time limitations for filing complaints. For example, complaints of unlawful discriminatory practices must be filed with the Hawai'i Civil Rights Commission no later than one hundred eighty (180) days, or with the Equal Employment Opportunity Commission no later than three hundred (300) days from the date of: (1) the alleged unlawful discriminatory act; or (2) the last occurrence of discrimination in a pattern of ongoing discriminatory conduct.

Persons wishing to file complaints with other agencies should contact that agency to obtain information on their specific procedures and should not wait for resolution of a complaint made to the employer, including the Judiciary. Contact information for other agencies are as follows:

Equal Employment Opportunity Commission
300 Ala Moana Boulevard, Room 7-127
P.O. Box 50082
Honolulu, Hawai'i 96850-0051
Telephone: 1-800-669-4000 info@eeoc.gov

Hawai'i Civil Rights Commission
830 Punchbowl Street, Room 411
Honolulu, Hawai'i 96813
Telephone: (808) 586-8636 DLIR.HCRC.INFO@hawaii.gov

Hawai'i Government Employees Association Headquarters
888 Mililani Street, Suite 401
Honolulu, Hawai'i 96813-2991
Telephone: (808) 536-2351 oahudiv@hgea.org

United Public Workers Headquarters
1426 North School Street
Honolulu, Hawai'i 96817
Telephone: (808) 847-2631

Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawai'i 96813
Telephone: (808) 521-4591

Commission on Judicial Conduct
426 Queen Street, Room 118
Honolulu, Hawai'i 96813-2914
Telephone: (808) 539-4790
judconduct.c.comm@courts.hawaii.gov

Judicial Selection Commission
417 South King Street
Honolulu, Hawai'i 96813-2902
Telephone: (808) 538-5200



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JHC Services Inc dba John Connors Insurance 500 Ala Moana Blvd. Ste. 2-303 Honolulu HI 96813		CONTACT NAME: Veronica Halili (VH) PHONE (A/C, No, Ext): (808) 521-3663 FAX (A/C, No): (808) 521-5995 E-MAIL ADDRESS: vhalili@connorshawaii.com	
INSURED Domestic Violence Action P. O. Box 3198 Honolulu HI 96801		INSURER(S) AFFORDING COVERAGE INSURER A: Great Divide Insurance Company INSURER B: Transamerica Insurance INSURER C: The CIMA Companies, Inc. INSURER D: INSURER E: INSURER F:	
		NAIC # 25224	

COVERAGES**CERTIFICATE NUMBER:** Master 23-24**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		RENEWAL OF GC1002602	07/13/2023	07/13/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included \$			
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY						RENEWAL OF GC1002602	07/13/2023	07/13/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$									EACH OCCURRENCE \$ AGGREGATE \$ \$
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						N/A	Renewal of 4087431675	07/13/2023	07/13/2024
C	Professional Liability			22B01328136	12/11/2022	12/11/2023	Limit: per claim 1,000,000 per aggregate 2,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Judiciary, The State of Hawaii and its officers and employees, is named as additional insured with respect to operations performed for the State of Hawaii per policy provisions with written agreement.

CERTIFICATE HOLDER**CANCELLATION**

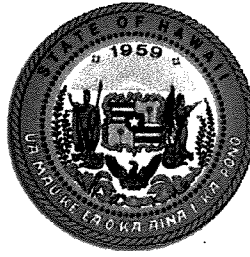
The Judiciary, State of Hawaii
First Circuit, 777 Punchbowl S

Honolulu

HI 96813

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

Vendor Name: Domestic Violence Action Center

DBA/Trade Name: Domestic Violence Action Center

Issue Date: 05/16/2023

Status: Compliant

Hawaii Tax#: 20444828-01
New Hawaii Tax#: GE-1010845696-01
FEIN/SSN#: XX-XXX0389
UI#: XXXXXX5460
DCCA FILE#: 82373

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
8821	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	A status determination has not yet been made
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information