



OFFICE OF THE CITY CLERK
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII 96813-3077 / TELEPHONE 768-3810

GLEN TAKAHASHI
ACTING CITY CLERK

AUTOMATIC APPROVAL OF
INTERGOVERNMENTAL AGREEMENT

Ref: D-833

January 2, 2015

TO: Gary K. Nakata
Acting Director
Department of Community Services

SUBJECT: Intergovernmental Agreement Not Requiring Expenditure of City Funds

Pursuant to the Revised Ordinances of Honolulu, Section 1-8.2(c), relating to intergovernmental agreements not requiring expenditure of City funds, your request for approval of an intergovernmental agreement D-833 filed with the City Clerk on December 18, 2014 was deemed approved as of January 2, 2015.

A handwritten signature in black ink, appearing to read "Glen Takahashi", is written over the typed name.

GLEN TAKAHASHI
Acting City Clerk

gu

cc: Mayor's Office

Enc: D-833

RECEIVED
CITY CLERK
C & C OF HONOLULU
2015 JAN -2 PM 4:36

DEPARTMENT OF COMMUNITY SERVICES
CITY AND COUNTY OF HONOLULU

715 SOUTH KING STREET, SUITE 311 • HONOLULU, HAWAII 96813 • AREA CODE 808 • PHONE: 768-7762 • FAX: 768-7792



KIRK CALDWELL
MAYOR

GARY K. NAKATA
ACTING DIRECTOR

RECEIVED
CITY CLERK
C & C OF HONOLULU
2014 DEC 18 PM 2:15

December 8, 2014

The Honorable Ernest Y. Martin
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Martin and Councilmembers:

SUBJECT: Intergovernmental Agreement Not Requiring Expenditure of City Funds

Pursuant to Revised Ordinances of Honolulu, Section 1-8.2(c), relating to intergovernmental agreement not requiring expenditure of City funds, we are submitting for approval the attached Agreement between the City and County of Honolulu, Department of Community Services and the State of Hawaii, Department of Labor and Industrial Relations. The Agreement will allow the City to accept and expend funds for the Job-Driven National Emergency Grant (JD NEG).

As the Mayor's designee, I certify that: (1) the Agreement will not be executed until approved; (2) the Agreement does not require the expenditure of City funds; and (3) the City has not already accepted funds related to this Agreement. As Acting Director of the Department of Community Services, I am the City official authorized to execute the Agreement.

If you have any questions relating to this matter, please contact me at 768-7760.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gary K. Nakata".

Gary K. Nakata
Acting Director

Attachments

APPROVED:

A handwritten signature in black ink, appearing to read "Ember Lee Shinn".

Ember Lee Shinn
Managing Director

DEPT. COM. 833

BUDGET CCM



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

This Contract, executed on the respective dates indicated below, is effective as of
December 1, 2014 between the Department of
Labor and Industrial Relations
(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Director
(Title of person signing for the STATE)
whose address is: 830 Punchbowl Street, Room 321
Honolulu, HI 96813

and City and County of Honolulu, Department of Community Services
(Name of PROVIDER)
("PROVIDER"), a county government entity
(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

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

Business street address:

715 South King Street, Room 311

Honolulu, HI 96813

Mailing address if different than business street address:

Federal employer identification number: 99-6001257

Hawai'i general excise tax number: 10016001

EXEMPT TRANSACTIONS

RECITALS

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

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

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

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

(1) _____,
(Identify state sources)

in the amount of _____, or
(state funding)

(2) Public Law 105-220
_____,
(Identify federal sources)

in the amount of \$246,988 _____, or both.
(federal funding)

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

Chapter 103-F and 26-20

(Legal authority for Contracts)

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

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

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

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

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

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

2. Time of Performance. The PROVIDER shall provide the Required Services from December 1, 20 14, to September 30, 20 16, 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 Hundred Forty-Six Thousand, Nine Hundred Eighty-Eight and no/100 DOLLARS (\$ 246,988), which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in attachment "3" to this Contract, which is hereby made a part of this Contract.

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

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) November 30, 20 16. No amendment to the PROVIDER's Final Project Report shall be considered after (date) December 30, 20 16.

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

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

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

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

830 Punchbowl Street, Room 309

Honolulu, HI 96813

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

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

STATE

By _____
(Signature)

Print Name Dwight Takamine

Print Title Director, Dept. of Labor & Industrial Rel.

Date _____

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

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

CONTRACT NO. WIA-14-NEG-JD-O

CORPORATE SEAL
(if available)

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

APPROVED AS TO FORM:

APPROVED AS TO FORM AND LEGALITY:

Deputy Attorney General

Brian Ancheta, Deputy Corporation Counsel
Department of Corporation Counsel

PROVIDER'S ACKNOWLEDGMENT

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

On this _____ day of _____, 20____, before
me appeared _____
and _____, to me known, to be the
person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the
_____ and _____
of _____,
the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said
instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument
as the free act and deed of the PROVIDER.

(Notary Seal)

By _____
(Signature)
Print Name _____
Date _____
Notary Public, State of _____
My commission expires: _____

Doc. Date: _____ # Pages: _____
Notary Name: _____ Circuit _____
Doc. Description: _____

(Notary Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION

CERTIFICATE OF EXEMPTION FROM CIVIL SERVICE

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

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

(Signature)

(Date)

(Print Name)

(Print Title)

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

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

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

(Signature)

(Date)

(Print Name)

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

SCOPE OF SERVICES
Job-Driven
National Emergency Grant

The purpose of this Agreement is to implement the Job-Driven National Emergency Grant (JD NEG) program funded under Title I of the Workforce Investment Act of 1998 (WIA). The grant provides training to increase the employment, retention, occupational skill attainment and earnings of dislocated workers; thereby improving the quality of the workforce, reducing welfare dependency and enhancing the productivity and competitiveness of the Nation's economy. As provided in this Agreement and under WIA, the PROVIDER is required to develop a local workforce investment system which provides programs, services, training and other workforce investment activities ("workforce investment activities") which will enable dislocated workers, including displaced homemakers (as defined in Section 101(10) of the Workforce Investment Act), to achieve the purpose of Title I.

As part of the workforce investment system developed by the PROVIDER, the PROVIDER shall utilize a one-stop delivery system which ensures that workforce investment activities for JD NEG dislocated workers are provided by one-stop partners, thus giving dislocated workers access to a continuum of workforce investment activities organized in three levels: core, intensive and training.

The scope of the PROVIDER's services under this Agreement is set forth in detail in the Workforce Investment Act Plan and its addendum, the Local Financial Management Plan, as approved by the STATE, which describe the workforce investment system developed by the PROVIDER which are not attached hereto but are incorporated as part of this Agreement by this reference; the JD NEG Project Plan which describes the PROVIDER's activities for the JD NEG and sets forth the PROVIDER's annual budget under this Agreement. The JD NEG Planning Form, as approved by the STATE, shall be incorporated under this Agreement and is attached hereto as Attachment 1. In addition, the PROVIDER shall provide the following services:

1. **Statutory and Regulatory Requirements:** The PROVIDER shall comply with the Cost Principles for Purchases of Health and Human Services set forth in HRS Chapter 103F, and applicable federal cost principles listed in 2 CFR Part 225, 2 CFR Parts 215 and 220, and 2 CFR Part 230 which are not attached hereto but are incorporated and made a part of this Agreement. The PROVIDER shall ensure that such services shall be in accordance with the Workforce Investment Act of 1998 (Public Law 105-220) and its implementing regulations at 20 CFR Part 652 and Parts 660 through 671 issued August 11, 2000 as amended, Training and Employment Notice 29-13 (TEN 29-13), and applicable Federal and State laws, regulations, policies and instructions. As a local governmental entity, the PROVIDER must follow the common rule, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, which is codified at 29 CFR Part 97.

If the PROVIDER subcontracts any part of this Agreement to a non-governmental entity the subcontractor shall follow the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and

Other Non-Profit Organizations, codified at 29 CFR Part 95. Allowable costs for subcontractors must follow the cost principles under 2 CFR Part 230 (Non-Profit Organizations), or 2 CFR Part 220 (Educational Institutions), as applicable.

2. **Time of Performance:** The approved grant period for this award is December 1, 2014 through September 30, 2016.
3. **Eligible Participants:** The PROVIDER shall ensure that participants served under this Job-Driven NEG Agreement are dislocated workers as defined by the Workforce Investment Act. Priority will be given to the long-term unemployed jobseekers (unemployed for at least 27 weeks in aggregate since the recession of December 2007 – June 2009), UI recipients that have been profiled as likely to exhaust their benefits, and foreign-trained immigrant workers, who qualify as dislocated workers, and have faced barriers to obtaining employment in their trained field or profession.

Similar to other Federal Employment and Training funded programs, veterans will receive Priority of Service for training made available under the Job-Driven NEG, as described in Employment and Training Administration Training and Guidance Letter (TEGL) No.10-09 titled “Implementing Priority of Service for Veterans and Eligible Spouses in all Qualified Job Training Programs Funded in whole or in part by the U.S. Department of Labor (DOL)”. As clarified in TEGL No. 22-04 titled “Serving Military Service Members and Military Spouses under the WIA Dislocated Worker Formula Grant”, returning service members would generally be eligible dislocated workers under Dislocated Worker Training NEG. Coordination with intensive and case management services that are provided to unemployed post-September 11 veterans through the Veteran’s Gold Card initiative is strongly encouraged.

4. **Required Local Employment and Training Activities:**
 - A. **One-Stop Delivery System:** The PROVIDER shall make maximum use of assistance and resources available through the One-Stop partners, employers and other state and local organizations. The responsibilities of the One-Stop Operator are more fully described in the Workforce Investment Act Local Area Plan and its addendum.
 - B. **Work-Based Learning:** A minimum of forty-three percent (43%) of this agreement must be expended for work-based learning, including but not limited to On-the-Job Training (OJT) and customized training. OJT opportunities and customized training must be provided under a contract with an employer in the private-nonprofit or private sector. The attainment of a credential as defined in TEGL 17-05 is not required to be a part of OJT; however, the PROVIDER is strongly encouraged to prioritize OJT opportunities that also include a formal training component that leads to a credential. The sliding scale waiver of 50% to 90% depending on employer workforce size for OJT available under the formula Dislocated

Worker Program may be applied to the JD NEG activities. The wage level on which the reimbursement is based cannot exceed the State's average hourly wage of \$21.54.

The length of OJT under this agreement may not exceed six months. The PROVIDER may not co-enroll participants in other Employment and Training Administration (ETA) funded programs for the purpose of lengthening the training beyond this period.

OJT positions may not be used for positions with public sector employers. In addition, OJT positions cannot be developed with the following types of employers: casinos and gaming establishments, swimming pools, aquariums, zoo, and golf courses.

- C. **Training Services:** See Training and Employment Guidance Letter 15-10, entitled "Increasing Credential, Degree, and Certificate Attainment by Participants of the Public Workforce System", for the definition of eligible credentials. To the extent possible, such training should also have a linkage to unpaid internships or non-JD NEG funded work experience that provide practical hands-on application of training provided.

The PROVIDER must coordinate training with other WIA, Wagner-Peyser, or other non-JD NEG funds for activities to provide participants with the reemployment services that are necessary components of job readiness and other support necessary to help training participants obtain employment.

The PROVIDER must limit training providers to those listed on the Eligible Training Provider List (ETPL) established for WIA training. Training for incumbent workers is not an allowable use of JD NEG funds.

- D. **Performance Accountability:** The PROVIDER shall serve a minimum of 26 participants. The JD NEG Planning Form in Attachment 1 outlines the performance factors. Core indicators of performance for employment and training activities and performance goals for NEG shall consist of:
- 1) entry into unsubsidized employment (83% were employed one quarter after termination);
 - 2) retention in unsubsidized employment in the second and third quarters after the exit quarter (92.5% of those employed remained in employment for the second and third quarter after termination); and
 - 3) average earnings received in unsubsidized employment in the second and third quarters after exit (\$14,759).

5. **Monitoring and Evaluation:** The PROVIDER shall implement sufficient procedures for monitoring this award to ensure the proper and effective expenditure of funds and the achievement of program goals.
6. **Data and Reporting Requirements:** In order that the STATE may monitor the PROVIDER's compliance with this Agreement, the PROVIDER shall submit program data and written monthly participant and fiscal reports to the STATE.
 - A. **Program Data:** The required program data shall be the Workforce Investment Act Standardized Record Data (WIASRD) which consists of a standard set of core data elements that must be maintained for each individual who receives WIA Title I-D services beyond self-service and informational activities. The WIASRD contains (1) demographic information of the dislocated workers; (2) workforce investment activities in which the dislocated workers are enrolled or involved and length of time the dislocated workers are engaged in such activities; and (3) outcomes for the dislocated workers, including occupation and placements in non-traditional employment. The PROVIDER shall input the data for each quarter by the tenth calendar day of the month following the end of each quarter.

A quarterly participant report indicating the number of individuals receiving the following services shall be submitted to the STATE in a form to be prescribed by the STATE no later than thirty (30) calendar days after the end of each quarter. The report will reflect items such as but not limited to the following:

- Enrolled in the program
- Receiving Intensive Services
- Enrolled in Training
- Enrolled in OJT Only
- Receiving Supportive Services
- Exited the program
- Entered Employment at Exit
- Entered OJT Employment (remained with the OJT employer) at Exit
- Entered OJT-related employment at Exit
- Number of partnership meetings convened
- Type of employer group meetings convened or attended

- B. **Fiscal Reports:** The fiscal reports shall detail the uses made by the PROVIDER of compensation paid to it pursuant to this Agreement, outline the expenditures incurred, and be certified as to accuracy by the PROVIDER. Expenditure Register for National Emergency Grant programs and Subrecipient's Request for Advance or Reimbursement forms* shall be submitted no later than thirty (30) calendar days after the

end of each month. To be compliant with this reporting requirement, an expenditure report with estimates may be submitted electronically or via facsimile to meet the due date. A fully executed amended report must be submitted as soon as the actual expenses become available. In addition, the PROVIDER shall submit a completed close-out package within sixty (60) calendar days after the expenditure of the entire awarded amount or the termination of the Agreement, whichever is sooner.

* These forms are contained in the STATE's Workforce Investment Act Financial Management Manual.

- C. **Additional Reports:** In addition to the above reports, the PROVIDER, upon request, shall be required to submit additional reports that the STATE, from time to time, may request and to meet with representatives of the STATE to discuss the progress of the work required hereunder.
- D. **Reporting Penalty:** Should the PROVIDER fail to file the program data and/or reports with the STATE on or before the required date, the STATE is authorized to withhold funds owed to the PROVIDER until such time as the reports are submitted and deemed acceptable by the STATE.
7. **Audit Requirement:** If the PROVIDER expends \$500,000.00 or more a year in federal awards it shall have a single or program-specific audit conducted for that year by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of the Agreement. The audit shall be in accordance with generally accepted auditing standards, the requirements of OMB Circular A-133, and the Government Auditing Standards issued by the U.S. General Accounting Office. The audit report shall be furnished to the STATE within twelve (12) months after the completion of the Agreement. A pro rata share of the audit costs may be charged to the Agreement only if an audit is required as stated above. Should the actual federal expenditure be less than \$500,000.00, no portion of the cost of the audit, if conducted, may be charged to this award.
8. **State Requested Modifications:** If the STATE issues a written request to the PROVIDER for an Agreement modification, the PROVIDER shall ensure that a modification narrative as well as applicable budget documents are submitted to the STATE within 60 calendar days of the date of the STATE's request. Should the PROVIDER fail to submit an acceptable modification narrative and budget documents on or before the required date, the STATE is authorized to withhold funds owed to the PROVIDER until such time as the modification narrative and budget documents are submitted and deemed acceptable by the STATE.
9. **Assurances and Certifications:** By signing this Agreement, the PROVIDER is assuring and certifying that it will fully comply with the Assurances and Certifications for WIA and that it will fully comply with the regulations as set forth below:

- A. 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments);
- B. 29 CFR Part 95 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations);
- C. 29 CFR Parts 96 and 99 (Single Audit Requirements);
- D. 29 CFR Part 98 (Debarment and Suspension Certification & Drug Free Workplace Certification);
- E. 29 CFR Part 93 (Lobbying Certification);
- F. 29 CFR Part 37 (Nondiscrimination and Equal Opportunity Assurance);
- G. 2 CFR Part 225 (Cost Principles for State and Local Governments);
- H. SF 424 B (Assurances for Non-Construction Programs);
- I. Public Law 105-220 (Workforce Investment Act of 1998);
- J. 20 CFR Part 652 and Parts 660 through 671 (Workforce Investment Act; Final Rules);
- K. Public Law 107-288, Jobs for Veterans Act; and
- L. Training and Employment Notice 38-12, Job-Driven National Emergency Grants.

In addition, by signing this Agreement, the PROVIDER represents that it has provided the STATE with the document entitled WIA Assurances and Certifications in which it signed the following certification forms: Debarment and Suspension Certification; Certification Regarding Lobbying; Drug Free Workplace Certification; and Certification of Non-Delinquency.

COMPENSATION AND PAYMENT SCHEDULE
Workforce Investment Act
Job-Driven
National Emergency Grant

Compensation and Method of Payment. Subject to the continuing availability of Federal funds, the STATE agrees to pay the PROVIDER, for services satisfactorily performed under this Agreement, a sum not to exceed **TWO HUNDRED FORTY-SIX THOUSAND, NINE HUNDRED EIGHTY-EIGHT AND NO/100 (\$246,988.00)**, which sum is allocated for the purpose of this Agreement as set forth in the Budget, Attachment 2, which includes the cost of the PROVIDER's operating expenses under this Agreement including but not limited to the cost of services, materials, supplies, overhead, and taxes that are in accord with the Cost Principles for Purchases of Health and Human Services, Chapter 103F, HRS and applicable federal cost principles listed in OMB Circular A-87.

1. Payments shall be made to the PROVIDER in advance monthly installments, upon submission by the PROVIDER of written requests for payment based on the Standards of Cash Management/Drawdowns in the STATE's Workforce Investment Act Financial Management Manual.
2. The STATE will only make payments based on the PROVIDER's submission of a Subrecipient's Request for Advance or Reimbursement form on which the PROVIDER certifies that the services provided are consistent with the Agreement, and if the PROVIDER has submitted timely monthly fiscal reports. The fiscal reporting requirements are set forth in the Scope of Services, paragraph (6)(B). The STATE shall review the fiscal reports to preliminarily determine the appropriateness and allowability of the reported expenditures. The STATE's preliminary determination of appropriateness and allowability of the reported expenditures shall be subject to later verification, subsequent monitoring, audit, investigation and/or examination. If the STATE's later review reveals expenditures are inappropriate and unallowable, the STATE may deduct the amount of expenditures from any payable installment, require that the amount of expenditures be refunded to the STATE, or a combination of both methods. If the STATE's investigation and examination reveal expenditures that are determined by the STATE to be inappropriate and unallowable after payment of the last installment, the STATE may require that an equivalent amount of monies be refunded to the STATE.
3. This Agreement constitutes approval for the expenditure of funds for specific items in the Budget referred to in Attachment 2. The PROVIDER may make revisions between all five of the budget line items (Total Personal Costs, Total Equipment Purchases, Total Program Activities, Total Contractual Services, and Total Other Current Expenses) without prior STATE approval, provided that the funds are used for allowable costs of the program and do not exceed 10% or \$10,000, whichever is greater. The PROVIDER may make revisions to the budget subline items without prior STATE approval provided that the total amount for the budget line item does not exceed 10% or \$10,000, whichever is greater. Revisions to a budget line item of more than 10% or \$10,000, whichever is greater, must be submitted as an Agreement modification request and be approved by the STATE prior to the expenditure of funds.

Notwithstanding the foregoing, the PROVIDER must always receive the STATE's approval for any expenditure for a budget line item not included in the original Budget. All equipment purchases, in excess of the amounts noted in the Financial Management Manual, Property Management, Chapter 4, Items I.A. 4-5, requires State approval prior to purchase.

4. Where applicable, the PROVIDER certifies that the cost of services under this Agreement is not greater than the rate the PROVIDER charges to any other public or private agency or individual, for comparable services.

5. Of the total funds allocated to the PROVIDER for workforce investment activities under the Job-Driven National Emergency Grant, at least 95.74% of the total amount allocated to the PROVIDER must be used for program costs. No more than 4.26% of the funds allocated to the PROVIDER can be used for the administration of the program.

6. Funds allocated to the PROVIDER are available for expenditure only from December 1, 2014, or the date of execution, whichever is later, to September 30, 2016. Funds which are not expended by the PROVIDER in this period must be returned to the STATE.

7. If the USDOL or other Federal agencies or the STATE determines that the PROVIDER did not comply with or use the WIA funds appropriately in accordance with the WIA and its implementing regulations, guidelines, rules and/or other requirements (collectively referred to as "WIA") or that the PROVIDER failed to provide the services as set forth in this Agreement, and the USDOL or other Federal agencies requires the STATE to complete the services under this Agreement using state money, requires the STATE to repay the USDOL or other Federal agencies and/or imposes any other penalty, the PROVIDER agrees to reimburse the STATE for the cost of completing the services and/or the amount of the repayment or penalty.

**PROVIDER'S
STANDARDS OF CONDUCT DECLARATION**

For the purposes of this declaration:

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

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

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

On behalf of:

(Name of PROVIDER)

PROVIDER, the undersigned does declare as follows:

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

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

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

CONTRACT NO. Not Applicable

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

PROVIDER

By _____
(Signature)

Print Name _____

Print Title _____

Date _____

**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
Workforce Investment Act

1. AVAILABILITY OF FEDERAL FUNDS: THIS AGREEMENT BECOMES VALID, BINDING, AND ENFORCEABLE ONLY WHEN THE STATE RECEIVES A NOTICE OF OBLIGATION FROM THE U.S. DEPARTMENT OF LABOR PROVIDING THE STATE FUNDING AUTHORITY TO OPERATE PROGRAMS UNDER THE WORKFORCE INVESTMENT ACT (WIA) FOR THE GRANT PERIOD BEGINNING DECEMBER 1, 2014 TO SEPTEMBER 30, 2016. WHEN THIS AGREEMENT BECOMES VALID, BINDING AND ENFORCEABLE, THIS AGREEMENT WILL BE EFFECTIVE AS OF DECEMBER 1, 2014 OR THE DATE OF EXECUTION, WHICHEVER IS LATER. IN ADDITION, SHOULD THE U.S. DEPARTMENT OF LABOR IMPOSE A LIMIT ON THE AMOUNT OF FUNDS AVAILABLE AT ANY TIME, FUNDING RESTRICTIONS MAY BE IMPOSED UNTIL THE STATE RECEIVES A NOTICE OF OBLIGATION FOR ALL FUNDS ALLOCATED TO THE STATE FOR THIS PROGRAM.

2. Failure to Deliver: The inability of the PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Exhibit A, Scope of Services, shall be deemed to be a total failure to deliver service, entitling the STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed, until all elements of each service are delivered and/or completed and accepted by the STATE.

3. Nondiscrimination: In addition to the requirements stated in Item 1.3.4 of the General Conditions, the PROVIDER must provide initial and continuing notice that it does not discriminate on any prohibited grounds to: a) registrants and applicants, b) participants, c) applicants for employment and employees, d) unions or professional organizations that hold collective bargaining or professional agreements with the PROVIDER, e) subrecipients that receive WIA Title I funds from the PROVIDER, and f) members of the public, including those with impaired vision or hearing in accordance with Section 37.29 and Section 37.30 of the Final Rule for Implementation of the Nondiscrimination and Equal Opportunity Provisions of the Workforce Investment Act of 1998 (29 CFR Part 37).

4. Compliance with Federal Requirements, Access to Records, Inspections, and Monitoring: In addition to the requirements stated in Item 2.3 of the General Conditions, as PROVIDER is receiving Federal Funds under this Agreement, the PROVIDER shall comply with all regulations and requirements of the U.S. Department of Labor (USDOL) or other Federal agencies regarding the use of WIA funds, and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents and shall allow the Federal and/or STATE representatives directly connected with the program area or their duly authorized representatives to monitor the program, management and fiscal practices of the PROVIDER.

a. If the PROVIDER enters into a subcontract to provide any of the services under this Agreement, the PROVIDER must include a provision in the subcontract requiring the subcontractor to comply with all regulations and requirements of the USDOL or other Federal agencies regarding the use of WIA funds, and complete all required forms and documents.

b. The PROVIDER must also include a provision in its subcontracts that its subcontractors shall allow the USDOL or other Federal agencies and/or STATE representatives full access to its records, reports, files and other documents and to allow the USDOL or other Federal agencies and/or STATE representatives directly connected with the program area or their duly authorized representatives to monitor the program, management and fiscal practices of the subcontractor.

5. Records Retention: The PROVIDER and any subcontractors shall maintain the books and records that relate to the Agreement, and any cost or pricing data for three (3) years from the date of final payment or the date the final expenditure report is submitted under the Agreement, whichever occurs later. 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, the date of submittal of the final expenditure report, 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.

6. Subcontracts and Assignments: In addition to the requirements stated in Item 3.2 of the General Conditions, the PROVIDER shall apply the same requirements of this Agreement to any assignee or subcontractor, including, but not limited to the requirement that the PROVIDER's assignee or subcontractor does not engage in discrimination that is prohibited by any applicable federal, state, or county law. Prior to draw down of funds by subcontractors, the subcontractor's budget documents may be subject to review and approval by the STATE.

7. Termination of Agreement: In addition to the requirements stated in Item 4.3 of the General Conditions, if this Agreement is terminated, all funds not obligated prior to the date of termination held by the PROVIDER, under this Agreement shall be immediately returned to the STATE.

8. Modifications of Agreement: In addition to the requirements stated in Item 4.1 of the General Conditions, no amendment, modification, alteration, or change of any term, provision, or condition of this Agreement may be made during the last quarter of the Agreement, unless the STATE initiates the request for an amendment, modification, alteration, or change of any term, provision, or condition of this Agreement. All modifications are not valid unless fully executed by all parties.

9. Fiscal Liability: The PROVIDER shall assume for the U.S. Department of Labor and the STATE, financial and fiscal liability for the proper administration of funds received pursuant to the Workforce Investment Act. The PROVIDER agrees to reimburse the STATE from non-federal funds for any funds under this Agreement which are determined by the STATE or the U.S. Department of Labor to be disallowed or improperly spent by the PROVIDER.

10. Program Income: The PROVIDER may utilize the “addition method”, (as set forth in 2 CFR 225, 2 CFR Part 215 and 220, and 2 CFR Part 230), if any program income is generated throughout the duration of this Agreement. The PROVIDER is allowed to deduct costs incident to generating program income to arrive at the net program income.

11. Deletion of Portions of Agreement: For purposes of the Agreement to which this Exhibit “E” is attached, paragraph 5 of the Agreement, “Standards of Conduct Declaration”, together with the STANDARDS OF CONDUCT DECLARATION, Exhibit “C”, are deleted and the parties agree that paragraph 5 of the Agreement and Exhibit “C” are not applicable.

12. Non-applicable Sections of General Conditions (Exhibit “D”): For the purpose of this Agreement, the following sections of Exhibit “D”–General Conditions shall not be applicable:

Item 1.4	Insurance
Item 3.4.4	General Excise Tax License paragraph only
Item 4.1.3	Tax Clearance

13. Disclosure of Information: Notwithstanding any provisions in Items 2 or 8 to the contrary, the parties acknowledge the PROVIDER’s public disclosure obligations under the Uniform Information Practices Act, Chapter 92F, HRS. Nothing in this Agreement shall be construed to prevent the PROVIDER from acting in good faith to comply with Chapter 92F in disclosing information obtained or provided pursuant to this Agreement, and said actions shall not be deemed a breach of, or otherwise in contravention of, this Agreement.

14. Final Reports: In addition to the requirements stated in Item 1.6 of the General Conditions, the PROVIDER shall submit a completed close-out package within sixty (60) days after the expenditure of the entire awarded amount or the termination of the Agreement.

15. Code of Conduct: The PROVIDER shall maintain a written code of standards of conduct governing the performance of their employees providing services under the Agreement and administration of this Agreement.

16. Additional Rights: It is understood and agreed to by the PROVIDER that the federal cognizant agency (the United States Department of Labor) shall be accorded the same rights and privileges as the STATE as described in this Agreement.

17. Salary and Bonus Limitations: In compliance with Public Law 111-117 (division D, sec. 107), none of the funds appropriated in the Act under the heading “Employment and Training” shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses on an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Circular A-133 (codified at 29 CFR Parts 96 and 99). Where states are recipients of such funds, states may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living

in the state, the compensation levels for comparable state or local government employees, and the size of the organization that administers federal programs involved including Employment and Training Administration programs.

18. Buy American Notice Requirement: In the case of any equipment or product that may be authorized to be purchased using funds available under the Workforce Investment Act, it is the sense of Congress that, to the greatest extent practicable, all equipment and products should be American-made equipment and products, as required under the Buy American Act (41 USC 10A et seq.).

19. Veteran's Priority Provisions: The JD NEG, funded by the U.S. Department of Labor, is subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215), as implemented by 20 CFR Part 1010. The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. The PROVIDER agrees to implement priority of service as a condition of receipt of funds under this Agreement. In addition, the PROVIDER shall assure compliance with the Veteran's Priority of Service Provisions established by the Jobs for Veteran's Act (38 USC 4215) and U.S. Department of Labor Training and Guidance Letter 10-09.

20. Intellectual Property Rights: The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or licensing fee associated with such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following language needs to be on all products developed in whole or in part with grant funds:

"This workforce solution was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The solution was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This solution is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

21. ACORN Prohibition: Section 511 of the Consolidated Appropriations Act, 2010 (P.L. 111-117, Division E (“CAA”), requires that no direct or indirect funding from the Consolidated Appropriations Act may be provided to the Association of Community Organizations for Reform Now (“ACORN”) or any of its subsidiaries through Federal grantees or contractors. Providers are required to take steps so that no Federal funds from the Consolidated Appropriations Act, 2010, are awarded or obligated by the PROVIDER subgrantees or subcontractors to ACORN or its subsidiaries as subgrantees, subcontractors, or other subrecipients. This prohibition applies not only to a direct recipient of Federal funds, but also to a subrecipient (e.g. subcontractor, subgrantee, or contractor of a grantee).

22. WIA PY 2013 Agreement Transparency: Federal Funding Accountability and Transparency Act of 2006 Pub. L. 109-282 as amended by section 6202 of Pub. L. 110-252 (“FFATA”), PROVIDERS must ensure that necessary processes and systems are in place to comply with the reporting requirements of FFATA. All recipients of Federal Funds over \$25,000 must register with the following systems: Dun and Bradstreet Data Universal Numbering System (DUNS) and Central Contractor Registration System (CCR) as required under U.S. Department of Labor, Training and Employment Guidance Letter No. 11-10.

23. Executive Order 13333: This agreement may be terminated by the State without penalty to the State, if the PROVIDER or any subgrantee, (i) engages in severe forms of trafficking in persons or has procured a commercial sex act during the period of the grant, or (ii) uses forced labor in the performance of the grant. (22 USC sec. 7104 (g)).

24. Seat Belts: Pursuant to Executive Order (EO) 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, the PROVIDER is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned.

25. Executive Order 13513: Sec. 4, Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. The PROVIDER is encouraged to adopt and enforce policies that ban text messaging while driving company-owned or –rented vehicles, or Government-owned, Government-leased, or Government-rented or while driving private-owned vehicles when on official Government business or when performing any work or on behalf of the Government.

26. Special Requirements for Conferences and Conference Space: The PROVIDER must obtain prior approval from the STATE before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending U.S. Department of Labor (DOL) funds, signing contracts for space or services, announcing DOL’s or the STATE’s involvement in any conference, and using DOL’s or the STATE’s official’s name or DOL’s or STATE’s name or logo. The STATE retains the right to obtain information from the PROVIDER about any conference that is funded in whole or in part with Grant funds.

Attachment 1 – JD NEG Planning Form

Attachment 1

JD NEG Planning Form
National Emergency Grant

All quarterly entries are CUMULATIVE over all previous quarters.

PERFORMANCE FACTOR	PROGRAM YEAR QUARTER										
	ADMIN	PROGRAM	QTR1 09/30/2014	QTR2 12/31/2014	QTR3 03/31/2015	QTR4 06/30/2015	QTR5 09/30/2015	QTR6 12/31/2015	QTR7 03/31/2016	QTR8 06/30/2016	QTR9 09/30/2016
Receiving Intensive Services			0	0	0	0	0	0	0	0	26
Enrolled in Training			0	0	0	0	0	0	0	0	26
Enrolled in OJT Only			0	0	0	0	0	0	0	0	13
Enrolled in OJT & Classroom Training			0								
Enrolled in Classroom Training Only			0								
Receiving Supportive Services			0	0	0	0	0	0	0	0	3
Receiving Needs-Related Payments			0	0	0	0	0	0	0	0	0
Exits			0	0	0	0	0	0	0	0	26
Entering Employment At Exit			0	0	0	0	0	0	0	0	22
Entering OJT Employment at Exit with OJT Employer			0	0	0	0	0	0	0	0	10
Entering OJT-Related Employment at Exit with Non-OJT Employer			0	0	0	0	0	0	0	0	3
Entering non-OJT-Related Employment at Exit			0								
Total Planned Participants			0	0	0	0	0	0	0	0	26
Core And Intensive Services		86,953	0	0	0	0	0	0	0	0	86,953
Training		16,500	0	0	0	0	0	0	0	0	16,500
OJT Training Employer Reimbursement (This line does not add into calculated total)	0	105,101	0	0	0	0	0	0	0	0	105,101
Supportive Services		1,650	0	0	0	0	0	0	0	0	1,650
NRPs*		0	0	0	0	0	0	0	0	0	0
<i>Program Management & Oversight</i>											
Admin Excluding NRP Processing*	10,510	0	0	0	0	0	0	0	0	0	10,510
NRP Processing*	0	0	0	0	0	0	0	0	0	0	0
Employer Engagement		13,137									13,137
Employment Tools		13,137	0	0	0	0	0	0	0	0	13,137
Total: Program Management And Oversight	10,510	26,274	0	0	0	0	0	0	0	0	36,784
Other*		0	0	0	0	0	0	0	0	0	0
Total Expenditures: Project Operator Level	10,510	236,478	0	246,988							

Attachment 2 – JD NEG Budget

JOB-DRIVEN NATIONAL EMERGENCY GRANT
BUDGET DETAIL A

I. IDENTIFYING INFORMATION							
A. NAME City & County of Honolulu	C. AGREEMENT NO. WIA-14-NEG-JD-O			E. AGREEMENT PERIOD: From: 12/01/14 To: 09/30/16		F. PAGE NO. Page 1 of 1	
B. PROGRAM OR ACTIVITY JD NEG		D. MOD. NO.					
II. BREAKOUT OF PROJECTED COSTS							
A. OBJECT OF EXPENDITURES	B. ADMINISTRATIVE	C. CORE & INTENSIVE SERVICES	D. TRAINING	E. SUPPORTIVE SERVICE	F. EMPLOYMENT ENGAGEMENT	G. EMPLOYMENT TOOLS	H. TOTAL PROJECTED EXPENDITURES
1. Personal Cost (Attach A-1)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a. Staff Salaries & Wages							0.00
b. Fringe Benefits (-%)							0.00
2. Equipment Purchases (Attach A-2)							0.00
3. Program Services	0.00	0.00	121,601.00	1,650.00	13,137.00	13,137.00	149,525.00
a. Supportive Services				1,650.00			1,650.00
b. On-the-Job Training			105,101.00				105,101.00
c. Classroom Training			16,500.00				16,500.00
e. Employment Engagement					13,137.00		13,137.00
f. Employment Tools						\$13,137.00	13,137.00
							0.00
4. Contractual Services (Attach A-5)							0.00
5. Other Current Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
a. Travel Intra-State (Attach A-3)							0.00
b. Travel Inter-State (Attach A-4)							0.00
c. Rental Office Space & Utilities							0.00
d. Professional & Consultant Services							0.00
e. Communications							0.00
f. Office Supplies							0.00
g. Printing							0.00
h. Other							0.00
6. TOTAL PROJECTED EXPENDITURES	10,510.00	86,953.00	121,601.00	1,650.00	13,137.00	13,137.00	246,988.00
a. New Allocation (PY14)	10,510.00	86,953.00	121,601.00	1,650.00	13,137.00	13,137.00	246,988.00
JUSTIFICATION/COMMENTS:							

JOB-DRIVEN NATIONAL EMERGENCY GRANT
 BUDGET DETAIL A-1
 PERSONAL COSTS OF SUBRECIPIENT STAFF

I. IDENTIFYING INFORMATION															
A. Name & Address City & County of Honolulu				C. ANNUAL PLAN/AGREEMENT NO. WIA-14-NEG-JD-O				E. ANNUAL PLAN/AGREEMENT PERIOD: From: December 1, 2014 To: September 30, 2016				F. Page No. Page ____ of ____ Pages			
B. Program or Activity JD NEG				D. MOD NO.											

II. BREAKOUT OF PROJECTED COSTS																							
A. STAFF SALARIES/WAGES			B. ADMINISTRATIVE EXPENDITURES			C. CORE/INTENSIVE EXPENDITURES			D. TRAINING EXPENDITURES			E. SUPPORTIVE SERVICES EXPENDITURES			F. EMPLOYMENT ENGAGEMENT EXPENDITURES			G. EMPLOYMENT ENGAGEMENT EXPENDITURES			H. TOTAL FUND EXPENDITURES		
1. No.	2. Position Title	3. Total Salary				%	Funds	%	Funds	%	Funds				%	Funds							
							0.00		0.00		0.00					0.00							
							0.00		0.00		0.00					0.00							
							0.00		0.00		0.00					0.00							
							0.00		0.00		0.00					0.00							
							0.00		0.00		0.00					0.00							
							0.00		0.00		0.00					0.00							
							0.00		0.00		0.00					0.00							
							0.00		0.00		0.00					0.00							
							0.00		0.00		0.00					0.00							
a. TOTAL STAFF SALARIES/WAGES						%	0.00	%	0.00	%	0.00				%	0.00							
STAFF FRINGE BENEFITS						%	0.00	%	0.00	%	0.00				%	0.00							
b. ()						%	0.00	%	0.00	%	0.00				%	0.00							
c. TOTAL PERSONAL COSTS						%	0.00	%	0.00	%	0.00				%	0.00							

JOB-DRIVEN NATIONAL EMERGENCY GRANT
 BUDGET DETAIL A-2
 EQUIPMENT PURCHASES

I. IDENTIFYING INFORMATION							
A. NAME City & County of Honolulu		C. ANNUAL PLAN NO./AGREEMENT NO. WIA-14-NEG-JD-O			E. ANNUAL PLAN/AGREEMENT PERIOD: From: December 1, 2014 To: September 30, 2016		F. PAGE NO. Page ___ of ___ Pages
B. PROGRAM OR ACTIVITY JD NEG		D. MOD. NO.					
DESCRIPTION OF EQUIPMENT	NO. OF UNITS	COST PER UNIT	TOTAL EQUIPMENT COST	TOTAL FUNDS BUDGETED	A. JD NEG FUND EXPENDITURES	B. NON-FEDERAL FUND EXPENDITURES	C. PROGRAM INCOME FUND EXPENDITURES
			0.00				
			0.00				
			0.00				
			0.00				
			0.00				
			0.00				
			0.00				
			0.00				
			0.00				
			0.00				
TOTAL				0.00	0.00	0.00	0.00
JUSTIFICATION/COMMENTS:							

**JOB-DRIVEN NATIONAL EMERGENCY GRANT
BUDGET DETAIL A-3
TRAVEL - INTRA-STATE**

I. IDENTIFYING INFORMATION									
A. NAME City & County of Honolulu			C. ANNUAL PLAN NO./AGREEMENT NO. WIA-14-NEG-JD-O			E. ANNUAL PLAN/AGREEMENT PERIOD: From: December 1, 2014 To: September 30, 2016			F. PAGE NO. Page ___ of ___ Pages
B. PROGRAM OR ACTIVITY JD NEG			D. MOD. NO.						
NAME OF EMPLOYEE OR TITLE	DESTINATION	NO. DAYS	PER DIEM A	AIR FARE B	TRANSPORTATION C	TOTAL TRAVEL A+B+C	D. JD NEG FUND EXPENDITURES	E. NON-FEDERAL FUND EXPENDITURES	F. PROGRAM INCOME FUND EXPENDITURES
1.						0.00			
2.						0.00			
3.						0.00			
4.						0.00			
5.						0.00			
6.						0.00			
7.						0.00			
TOTAL PER DIEM			0.00						
TOTAL AIR FARE				0.00					
TOTAL TRANSPORTATION					0.00				
TOTAL:						0.00	0.00	0.00	0.00
JUSTIFICATION/COMMENTS:									

**JOB-DRIVEN NATIONAL EMERGENCY GRANT
BUDGET DETAIL A-4
TRAVEL - INTER-STATE**

I. IDENTIFYING INFORMATION									
A. NAME City & County of Honolulu			C. ANNUAL PLAN NO./AGREEMENT NO. WIA-14-NEG-JD-O			E. ANNUAL PLAN/AGREEMENT PERIOD From: December 1, 2014 To: September 30, 2016		F. PAGE NO. Page _____ of _____ Pages	
B. PROGRAM OR ACTIVITY JD NEG			D. MOD. NO.						
NAME OF EMPLOYEE OR TITLE	DESTINATION	NO. DAYS	PER DIEM A	AIR FARE B	TRANSPORTATION C	TOTAL TRAVEL A+B+C	D. JD NEG FUND EXPENDITURES	E. NON-FEDERAL FUND EXPENDITURES	F. PROGRAM INCOME FUND EXPENDITURES
1.						0.00			
2.						0.00			
3.						0.00			
4.						0.00			
5.						0.00			
6.						0.00			
7.						0.00			
TOTAL PER DIEM			0.00						
TOTAL AIR FARE				0.00					
TOTAL TRANSPORTATION					0.00				
TOTAL:						0.00	0.00	0.00	0.00

JUSTIFICATION/COMMENTS:

JOB-DRIVEN NATIONAL EMERGENCY GRANT
BUDGET DETAIL A-5
CONTRACTUAL SERVICES-SUBCONTRACTS

I. IDENTIFYING INFORMATION						
A. NAME City & County of Honolulu		C. ANNUAL PLAN NO./AGREEMENT NO. WIA-14-NEG-JD-O		E. ANNUAL PLAN/AGREEMENT PERIOD: From: December 1, 2014 To: September 30, 2016		F. PAGE NO. Page ___ of ___ Pages
B. PROGRAM OR ACTIVITY JD NEG		D. MOD. NO.				
NAME OF ORGANIZATION/INDIVIDUAL	SERVICES PROVIDED	A. TOTAL BUDGETED	B. JD NEG FUND EXPENDITURES	C. NON-FEDERAL FUND EXPENDITURES	D. PROGRAM INCOME FUND EXPENDITURES	JUSTIFICATION
TOTAL:		0.00	0.00	0.00	0.00	

**JOB-DRIVEN NATIONAL EMERGENCY GRANT
BUDGET DETAIL B
WORKSHEET BY FUNDING SOURCE**

I. Identifying Information

A. Program or Activity: JD NEG
 B. Subrecipient Name: City & County of Honolulu
 C. Annual Plan/Agreement No: WIA-14-NEG-JD-O
 D. Mod No.: _____
 E. Annual Plan/Agreement Period:
 From: 12/1/2014
 To: 9/30/2016

II. Breakout of JD NEG Funds By Funding Source

A. FUNDING SOURCE	B. TOTAL WIA PROJECTED EXPENDITURES
New Allocation PY14	246,988.00
TOTAL	246,988.00

**JOB-DRIVEN
NATIONAL EMERGENCY GRANT
BUDGET INFORMATION SUMMARY**

I. IDENTIFYING INFORMATION

<p>A. Name & Address</p> <p>City & County of Honolulu</p>	<p>B. Type of Program (Select with an "x" One Program Only)</p> <p>Workforce Investment Act Programs</p> <p>Local Area Funds</p> <p><input type="checkbox"/> JD NEG</p>	<p>C. Annual Plan/Agreement Number</p> <p>WIA-14-NEG-JD-O</p> <hr/> <p>D. Mod Number</p> <hr/> <p>E. Annual Plan/Agreement Period</p> <p>From December 1, 2014</p> <p>To September 30, 2016</p>
-------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

II. CUMULATIVE PROJECTIONS OF EXPENDITURES

A	B	C	D	E		F		G		H	
				1st QTR		2nd QTR		3rd QTR		4th QTR	
				12	31 / 14	3	31 / 15	6	30 / 15	9	30 / 15
Grant Function or Activity by Projected Expenditures	CARRY OVER PY ()	NEW ALLOCATION PY ()	TOTAL BUDGET								
1. Total Projected Expenditures of JD NEG Funds			0.00							0.00	
2. Total Projected Expenditures of Non-Federal Funds			0.00							0.00	
3. Total Projected Expenditures of Program Income Funds			0.00							0.00	
4. Subrecipient Total Projected Obligations (1+2+3)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
a. No. of Persons to be Registered											
b. Estimated Cost Per Person Registered											