

Contract No. _____

THE JUDICIARY
STATE OF HAWAII
CONTRACT FOR GOODS AND SERVICES
(IN THE FOLLOWING CATEGORIES: EXEMPT; SMALL PURCHASE; SOLE SOURCE; EMERGENCY OR SPO PL)

THIS CONTRACT, executed on the respective dates indicated below, is effective as of the date of full execution hereof by all parties to this Contract between the Judiciary, State of Hawai'i, by its Administrative Director of the Courts, hereafter referred to as "JUDICIARY", and The Mediation Center of the Pacific, Inc., hereinafter "CONTRACTOR," a nonprofit corporation under the laws of the *(Insert corporation, partnership, joint venture, sole proprietorship, or other legal form of the Contractor)*

State of Hawai'i, whose business address is:
1301 Young St, Honolulu, HI 96814.

RECITALS

A. The JUDICIARY is in need of the goods and services, or both, described in this Contract and its attachments. The CONTRACTOR is agreeable to providing the goods and services, or both as the case may be.

B. This Contract is for (check one box):

X (1) A procurement expenditure of public funds for goods and services, or both, that is otherwise exempt from public bidding as set forth in section 103D-102, Hawaii Revised Statutes ("HRS"), and chapter 3-120, Hawaii Administrative Rules ("HAR"); or

_____ (2) A small purchase procurement of goods or services, or both, as set forth in section 103D-305, HRS, and subchapter 8, chapter 3-122, HAR; or

_____ (3) A sole source procurement of goods or services, or both, as set forth in section 103D-306, HRS, and subchapter 9, chapter 3-122, HAR; or

_____ (4) An emergency procurement of goods or services, or both, as set forth in section 103D-307, HRS, and subchapter 10, chapter 3-122, HAR.

_____ (5) A State Procurement Office Price List Contract No. _____ for

(Insert the goods and/or services of the SPO Price List contract)

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

State: \$ 10000

Federal: \$ _____

D. Pursuant to 103D-102, HRS, the JUDICIARY is authorized to
(Legal authority to enter into this Contract)
enter into this Contract.

E. The undersigned representative of the CONTRACTOR represents, and the JUDICIARY relies upon such representation, that he or she has authority to sign this Contract.

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

1. Scope of Services. The CONTRACTOR shall, in a proper and satisfactory manner as determined by the JUDICIARY, provide all the goods or services, or both, set forth in Attachment 1, Scope of Services, attached hereto and made a part of this Contract.

2. Compensation. CONTRACTOR shall be compensated for services rendered and costs incurred under this Contract in an amount not to exceed:

TEN THOUSAND AND NO/100 DOLLARS (\$ 10000.00),

including applicable taxes, according to Attachment 2, Compensation and Payment Schedule, attached hereto and made a part of this Contract.

3. Time of Performance. The services or goods required of the CONTRACTOR under this Contract shall be performed and completed in accordance with the Time of Performance set forth in Attachment 3, attached hereto and made a part of this Contract.

4. Bonds. The CONTRACTOR _____ is required to provide or X is not required to provide: _____ a performance bond, _____ a payment bond, _____ a performance and payment bond in the amount of n/a DOLLARS (\$ _____).

5. Standards of Conduct Declaration. The Standards of Conduct Declaration by CONTRACTOR, set forth in Attachment 4, is hereby made a part of this Contract.

6. Other Terms and Conditions. The General Conditions, set forth in Attachment 5, and the Special Conditions (if any) set forth in Attachment 6, are hereby made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.

7. Liquidated Damages. Liquidated damages shall be assessed in the amount of n/a DOLLARS (\$ _____) per day, in accordance with the terms of Section 19 of the General Conditions.

8. Notice. Any notice, communication, or information required to be given by any party to this Contract shall be made in writing, and shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the

JUDICIARY shall be sent to the Administrative Director's Office in Honolulu, Hawaii. Notice shall be sent to: Administrative Director of the Courts, 417 South King Street, Room 206A, Honolulu, HI 96813. Notice to the CONTRACTOR shall be sent to the CONTRACTOR at the CONTRACTOR's address as indicated in this Contract. A notice shall be deemed to have been received three (3) days after mailing or at time of actual receipt, whichever is earlier. The CONTRACTOR is responsible for notifying the JUDICIARY in writing of any change in address.

9. If required by the JUDICIARY, CONTRACTOR has produced: (1) a Hawaii Compliance Express certificate; or (2) a tax clearance certificate and other documents specified in HRS § 103D-310.

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

THE JUDICIARY, STATE OF HAWAII

(Signature)

Brandon M. Kimura

(Print Name)

Administrative Director of the Courts

(Print Title)

(Date)

(Contractor)

(Signature)

(Print Name)

(Print Title)

(Date)

APPROVED AS TO FORM:

Judiciary Staff Attorney

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me personally appeared _____
_____, to me personally known, who being by me duly sworn, did say that
he/she is the _____ of _____, the
CONTRACTOR named in the foregoing instrument, and that he/she is authorized to sign
said instrument on behalf of the CONTRACTOR, and acknowledges that he/she executed
said instrument as the free act and deed of the CONTRACTOR.

Witness my hand and seal.

(Seal)

NOTARY PUBLIC, State of _____

Notary Public Name Printed

My commission expires: _____

Notary Name: _____ Circuit

(Stamp or Seal)

Notary Signature Date

NOTARY CERTIFICATION

CONTRACT CERTIFICATION

I hereby certify that there is an available balance in the appropriation named below
sufficient to cover the obligation of the Judiciary, State of Hawaii, under this Contract No.

_____ with _____.

Appropriation: _____

Date

Financial Services Director
The Judiciary, State of Hawaii

SCOPE OF SERVICES

Development and Presentation of ADR Training for Judges

CONTRACTOR shall perform the following:

Develop, prepare, and provide in-person training to full-time judges and per diem judges in Honolulu, Hawai'i on Alternative Dispute Resolution at the request of the Hawai'i State Judiciary Judicial Education Committee ("JEC") and Center for Alternative Dispute Resolution ("CADR").

Specific training topics shall be informed by feedback from the JEC and shall be agreed upon by the CONTRACTOR and the JUDICIARY.

Audiovisual Support

The JUDICIARY agrees to provide and pay for reasonable audiovisual equipment including, but not limited to, laptop, display monitor, and necessary AV cables and power supply for CONTRACTOR's faculty.

If there will be an electronic presentation (e.g., PowerPoint, sharing documents, etc.) or any need for the equipment as described above, the CONTRACTOR shall inform the JUDICIARY no later than **October 1, 2026**.

Needs Assessment

CONTRACTOR shall conduct a needs assessment to ensure it meets the needs of the participants. Contact information for the individual who will assist in that endeavor:

Dawn Nagatani
426 Queen Street, Room B-6
Honolulu, HI 96813
Email: dawn.m.nagatani@courts.hawaii.gov
Phone: 808-539-4344

Curriculum:

CONTRACTOR will work with CADR to design the curriculum, identify and secure speakers for each module of the program, and present the training. A draft agenda, subject to revision at the JUDICIARY's sole discretion, is attached hereto.

All materials related to the ADR training will be subject to review and modification by CADR.

In the event any changes in programming are needed, the CONTRACTOR shall coordinate with CADR to accommodate any such changes, including but not limited to a change in date or time of the ADR Training. Changes in programming will be made at CADR's sole discretion.

CONTRACTOR shall prepare a survey for distribution to attendees regarding questions they have and such questions and answers shall be worked into the Curriculum.

Speaker Information

CONTRACTOR will assist CADR in developing a conference agenda including but not limited to: (1) Presentation Title; (2) Presenters' Names; (3) Presenters' Job Titles (if applicable); and (4) Presenters' Organizations (if applicable).

Conference materials shall also include a concise biographical statement summarizing each speaker's professional and educational background.

CONTRACTOR shall provide the JUDICIARY with these materials before **October 15, 2026**.

If moderators and panelists are available for lunch, CONTRACTOR shall inform the JUDICIARY of their attendance and food allergy/dietary restriction information by **October 1, 2026**.

Presentation Materials

Electronic presentation or supplemental handout materials shall be delivered to the JUDICIARY by **October 23, 2026**. Printing and distribution of the materials shall be handled by the JUDICIARY if needed.

The CONTRACTOR will only request printing of resources that will be referenced during the presentation. All other materials may be distributed electronically after the conference.

The materials and access link will belong to CADR for unlimited access following the event.

On-Site Administration

CONTRACTOR agrees to provide on-site administration which includes, but is not limited to, confirmation of participants' attendance, and assisting CONTRACTOR's faculty with instructional and audio-visual needs.

Delivery of the ADR Training shall be at the Fall 2026 Judicial Conference. Please see tentative logistics below, all of which as subject to change in the JUDICIARY's sole discretion:

Date: Thursday, November 5, 2026

Time: 1:00 PM - 4:00 PM

Location: Ala Moana Hotel (410 Atkinson Drive)

ADR TOOLS FOR THE HAWAII BENCH

November 5, 2026 1:00PM – 4:00PM

Ala Moana Hotel Hibiscus Ballrooms, 410 Atkinson Dr, Honolulu, HI 96814

PROGRAM AGENDA

1:00 – 1:10 PM – Greeting and Topic Framing in Court-Groups

Moderators:

Tracey Wiltgen, Executive Director of the Mediation Center of the Pacific (MCP)

[Additional Moderator: TBD]

Rick Crum, Director of the Center for Alternative Dispute Resolution (CADR)

- *Breakouts by court-group – District, Family, Circuit.*
- Introductions.
- CADR and MCP have recruited a panel of former judges turned mediators with practice area specific expertise to help sitting Judges.
- **Topic: What ADR tools are available to the bench and how can we best use them?**
- Concise panelist introductions and greetings.
 - DISTRICT COURT PANEL:
 - Judge Elizabeth Strance (ret.)
 - Judge Marie Milks (ret.)
 - *[Moderator]*
 - FAMILY COURT PANEL:
 - Judge Mike Town (ret.)
 - Judge Mahilani Hiatt (ret.)
 - *[Moderator]*
 - CIRCUIT COURT PANEL:
 - Judge Walter S. Kirimitsu (ret.)
 - Judge Michael Broderick (ret.)
 - *[Moderator]*

1:00 – 1:10 PM – Introductions and topic framing in small groups.

1:10 – 1:45 PM – Bench ADR Strategies Overview

- *Handouts to include summary of court-specific settlement conference and ADR rules, outline of panelist key points, reading materials, etc.*
- Brief overview of specific court settlement conference/ADR rules, procedures, etc.
- Judicial ethics overview re: ADR.
- Mediator ethics overview.
- Timing – when is a case ready to be ordered to mediation?
- Strategies for identifying cases for mediation, preparing for and conducting settlement conferences (changing or resetting the tone; identifying strengths and weaknesses on both sides; leveraging a looming trial).

REVISED DRAFT AGENDA

All panelists confirmed availability and are holding 11/5/26 as of 7/7/26

- Discussion re: setting clear expectations for parties in advance (deadlines, tailored contents of settlement conference statements via order, authority to settle, client (and carrier) presence, etc.).

1:45 – 2:15 PM – Survey Question Responses and Open Q&A

- Survey to be circulated in Aug/Sept 2026 before workshop; moderators to pose specific inquiries from survey responses. Examples in *ital* below.
 - *Impasse-breaking strategies.*
 - *Bracketing.*
 - *What recurrent issues or hurdles are Judges encountering?*
 - *Group discussion → Panel responses and suggestions.*
 - *Counsel preparedness?*
 - *Good faith?*
 - *Intractable issues or parties?*
- Strategies for leveraging mediation and/or settlement conference in a case that is not ready to settle (additional time for clarifying pretrial prep issues; unresolved motions or discovery matters; scheduling; prioritizing cases set for trial).
- Open Q&A.

2:15 – 2:30PM – RECAP & DEBRIEF AND/OR CONTINUED Q&A

BREAK at 2:30PM

2:45 – 3:10 PM – SCENARIO 1 BREAKOUT GROUPS (Introduce scenarios for discussion)

3:10 – 3:20 PM – Debrief Scenario 1 in large groups

3:20 – 3:40 PM SCENARIO 2 BREAKOUT GROUPS (mix groups and introduce scenarios for discussion on different issue)

3:40 – 3:50PM Debrief Scenario 2 in large groups

3:50 – 4:00PM CLOSING THOUGHTS AND FINAL TAKEAWAYS

END OF AGENDA

HANDOUTS TO BE PREPARED AS EXCERPTS OF SELECT RULES, ARTICLES, ETC. AS NEEDED.

FOR ALL HAWAI'I JUDGES

HAWAI'I REVISED CODE OF JUDICIAL CONDUCT

Rules 2.6, 2.9, 3.9

<u>Rule</u>	<u>Relevant Language</u>	<u>Commentary</u>
2.6 Ensuring The Right To Be Heard	(a) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law.* (b) A judge may encourage settlement of disputed matters in a proceeding but shall not act in a manner that coerces any party into settlement.	[1] The right to be heard is an essential component of a fair and impartial system of justice. Substantive rights of litigants can be protected only if procedures protecting the right to be heard are observed. [2] The judge plays an important role in overseeing the settlement of disputes, but should be careful that efforts to further settlement do not undermine any party's right to be heard according to law. The judge should keep in mind the effect that the judge's participation in settlement discussions may have, not only on the judge's own views of the case, but also on the perceptions of the lawyers and the parties if the case remains with the judge after settlement efforts are unsuccessful. Among the factors that a judge should consider when deciding upon an appropriate settlement practice for a case are (1) whether the parties have requested or voluntarily consented to a certain level of participation by the judge in settlement discussions, (2) whether the parties and their counsel are relatively sophisticated in legal matters, (3) whether the case will be tried by a judge or a jury and, if by a judge, whether he or she will be the settlement judge or another judge, (4) whether the parties participate with their counsel in settlement discussions, (5) whether any parties are unrepresented by counsel, and (6) whether the matter is civil or criminal. <u>Code Comparison</u> The Hawaii Revised Code of Judicial Conduct modifies ABA Model Code Comment [2]'s factor (3) by adding the second clause. [3] Judges must be mindful of the effect settlement discussions can have, not only on their objectivity and impartiality, but also on the appearance of their objectivity and impartiality. Despite a judge's best efforts, there may be instances when information obtained during settlement discussions could influence a judge's decision making during trial, and, in such instances, the judge should consider whether disqualification or recusal may be appropriate. []

REVISED DRAFT AGENDA

All panelists confirmed availability and are holding 11/5/26 as of 7/7/26

<u>Rule</u>	<u>Relevant Language</u>	<u>Commentary</u>
2.9 Ex Parte Comms	(4) A judge may, with the consent of the parties, confer separately with the parties and their lawyers in an effort to settle matters pending before the judge, except in criminal matters and juvenile matters involving law violations or status offenses. <u>Code Comparison</u> The Hawaii Revised Code of Judicial Conduct modifies ABA Model Code Rule 2.9(A)(4) by limiting the Rule to matters other than criminal and juvenile matters.	[1] To the extent reasonably possible, all parties or their lawyers shall be included in communications with a judge. [2] Whenever the presence of a party or notice to a party is required by this Rule, it is the party's lawyer, or if the party is unrepresented, the party, who is to be present or to whom notice is to be given. [3] The proscription against communications concerning a proceeding includes communications with lawyers, law teachers, and other persons who are not participants in the proceeding, except to the limited extent permitted by this Rule. [4] A judge may initiate, permit, or consider ex parte communications when serving on therapeutic or problem-solving courts, such as mental health courts or drug courts. In this capacity, judges may assume a more interactive role with parties, treatment providers, probation officers, social workers, and others. [5] A judge may consult with other judges on pending matters, but must avoid ex parte discussions of a case with judges who have previously been disqualified from hearing the matter and with judges who have appellate jurisdiction over the matter. [6] The prohibition against a judge investigating the facts in a matter extends to information available in all media, including electronic. [7] A judge may consult ethics advisory committees, outside counsel, or legal experts concerning the judge's compliance with this Code. Such consultations are not subject to the restrictions of Rule 2.9 (a)(2).
3.9 Service as Arbitrator or Mediator	A judge shall not act as an arbitrator or a mediator or perform other judicial functions apart from the duties of judicial office unless expressly authorized by law.	[1] This Rule does not prohibit a judge from participating in arbitration, mediation, or settlement conferences performed as part of the duties of judicial office. Rendering dispute resolution services apart from those duties, whether or not for economic gain, is prohibited unless it is expressly authorized by law.

FOR DISTRICT COURTRules of the District Courts

Rules 12.1, 12.2

<u>Rule</u>	<u>Language</u>	<u>Notes</u>
12.1 Civil Settlement Conference	A settlement conference may be ordered by the court at any time before trial. Any party may also file a request for settlement conference at any time prior to trial. A settlement conference in civil cases shall be subject to the following guidelines: (1) If a party settles or otherwise disposes of any action prior to a scheduled settlement conference, the party shall immediately notify the court; (2) Each party to the action shall attend the conference or be represented by an attorney or other representative who has authority to settle the case; (3) For each party represented by counsel an attorney who is assigned to try the case shall attend the settlement conference. It is expected that the attorney will have become familiar with all aspects of the case prior to the conferences; (4) Each party to the action shall have thoroughly evaluated the case and shall have discussed and attempted to negotiate a settlement through an exchange of written bona fide and reasonable offers of settlement prior to the conference; (5) The judge conducting the settlement conference may, at the conclusion of said conference, continue said conference to another time and date, and from time to time thereafter for continued settlement negotiations if the judge has reason to believe a settlement can thereby be effectuated; (6) Sanctions. The failure of a party or the party's attorney to appear at a scheduled settlement conference, the neglect of a party or the party's attorney to discuss or attempt to negotiate a settlement prior to the conference, or the failure of a party to have a person authorized to settle the case present at the conference shall, unless a good cause for such failure or neglect is shown, be deemed an undue interference with orderly procedures. As sanctions, the court may, in its discretion: (i) Dismiss the action on its own motion, or on the motion of any party or hold a party in default, as the case may be; (ii) Order a party to pay the opposing party's reasonable expenses and attorneys' fees; (iii) Reserved. (iv) Impose any other sanction as may be appropriate.	

REVISED DRAFT AGENDA

All panelists confirmed availability and are holding 11/5/26 as of 7/7/26

<u>Rule</u>	<u>Language</u>	<u>Notes</u>
12.2 Alternative Dispute Resolution	The court, in its discretion or upon motion by a party, may order the parties to participate in an alternative dispute resolution process subject to conditions imposed by the court.	

REVISED DRAFT AGENDA

All panelists confirmed availability and are holding 11/5/26 as of 7/7/26

FOR CIRCUIT COURT

Rules of the Circuit Courts

Old Rule 12.1, 12.2; New Rule 12.2, 12.3 [*rules too dense to reproduce here*]

<u>Rule</u>	<u>Language</u>	<u>Notes</u>
Old Rule 12.1 (pre-2022) Civil Settlement Conference; Settlement Conference Statement; Confidential Settlement Conference Letter	<i>See Handout</i>	
Old Rule 12.2 Alternative Dispute Resolution	<i>See Handout</i>	
New Rule 12.2 Mandatory Civil Settlement Conference; Confidential Settlement Conference Letter	<i>See Handout</i>	
New Rule 12.3 Alternative Dispute Resolution	<i>See Handout</i>	

FOR FAMILY COURTHawai‘i Family Court Rules

Rules 94.1, 94.2

<u>Rule</u>	<u>Language</u>	<u>Notes</u>
94.1 Settlement Conference; Settlement Conference Statement; Confidential Settlement Conference Letter	(a) Settlement conference. A settlement conference may be ordered by the court at any time before trial. Any party may also file a request for a settlement conference at any time prior to trial. A settlement conference shall be subject to the following guidelines: (1) Each party to the action shall attend the settlement conference unless excused by the court; (2) For each party represented by an attorney, that attorney shall attend the settlement conference and shall be familiar with all aspects of the case prior to the settlement conference; (3) Each party and their attorneys, if any, shall have thoroughly evaluated the case; (4) The judge conducting the settlement conference may, at the conclusion of said conference, continue said conference to another time and date, and from time to time thereafter for continued settlement negotiations if the judge has reason to believe a settlement can thereby be effectuated; (b) Confidential settlement conference letter. In its discretion, the court may require each party to deliver directly to the settlement conference judge a confidential settlement conference letter, which shall not be filed or served upon the other parties. The confidential settlement conference letter shall not be made a part of the record and confidential information contained in the letter shall not be disclosed to the other parties without express authority from the party submitting the letter. The court shall destroy the confidential settlement conference letter no later than the entry of the final judgment in the case. The confidential settlement conference letter shall include a description of the major issues in dispute, a forthright evaluation of each party’s likelihood of prevailing on their positions, counsel’s good faith evaluation of the case, and any other information requested by the court. (c) Sanctions. If a party (whether represented by an attorney or not) or an attorney fail to appear at any settlement conference set by the court, or unjustifiably fails to comply with any requirements enunciated in this Rule, sanctions may be imposed pursuant to Rules 37(b) and 89 of these Rules. Such sanctions may include: (1) Ordering a party to pay the opposing party’s reasonable expenses and attorneys’ fees; (2) Ordering a change in the trial date of the action; (3) Imposing any other sanction as may be appropriate.	

REVISED DRAFT AGENDA

All panelists confirmed availability and are holding 11/5/26 as of 7/7/26

<u>Rule</u>	<u>Language</u>	<u>Notes</u>
94.2 Trial Calendar	The court shall prepare and maintain a trial calendar. All cases placed on the trial calendar shall be assigned to any judge available for trial during the week the trial is set unless it is continued for good cause. When any case that has been set for trial is called for a calendar call, a pre-trial conference, a settlement conference, or trial itself after timely notice to all attorneys or parties not represented by counsel, the court may, on its own motion or on the motion of any party, dismiss such action or hold one party in default, as the case may be, if any of the parties fail to appear. Any case, whether on the trial calendar or not, may be advanced and set for a pretrial conference	

REVISED DRAFT AGENDA

All panelists confirmed availability and are holding 11/5/26 as of 7/7/26

[Articles and/or pre-conference reading materials TBD]

COMPENSATION AND PAYMENT SCHEDULE

The JUDICIARY shall compensate the CONTRACTOR the amount of up to TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) inclusive of taxes and applicable costs to provide all services indicated in Attachment 1, Scope of Services. An approximate cost breakdown is attached hereto as Attachment 2.1.

CONTRACTOR shall be responsible for any travel arrangements required to deliver the services, including but not limited to travel costs and honorarium for guest speakers. If funds allocated for travel costs are not utilized, CONTRACTOR shall not invoice the JUDICIARY for such funds. If funds allocated for honorarium are declined by the guest speakers, the CONTRACTOR shall reallocate such funds toward curriculum development, coordination, & delivery and invoice the JUDICIARY accordingly.

To receive payment, the CONTRACTOR shall submit a written invoice to the JUDICIARY at the following **email** address:

Name of Accounts Payable Agent:	Ni Ho, Court Fiscal Officer
Address:	1111 Alakea Street, 6 th Floor
City, State ZIP:	Honolulu, HI 96813
Email address:	cadr@courts.hawaii.gov

The invoice shall include a description of services performed, date of services rendered, and total amount billed. The invoice must be received by the JUDICIARY by December 1, 2026. The JUDICIARY shall pay the invoice within thirty (30) days of the final education event.

If the amount of compensation to be paid to CONTRACTOR is \$25,000.00 or more, final payment under this Agreement shall be made pursuant to HRS § 103-53, as applicable, upon CONTRACTOR'S compliance through Hawaii Compliance Express or submittal of an original tax clearance certificate, not over two months old, upon completion of the contract.

ADR TOOLS FOR THE HAWAI'I BENCH**APPROXIMATE COST BREAKDOWN**

Presenter Honorariums \$500 x 6 =	\$3,000
Travel costs (airfare, car rental and/or taxi) \$400 x 2 =	\$800
Curriculum Development, Coordination, & Delivery =	\$6,200
Total =	\$10,000

TIME OF PERFORMANCE

CONTRACTOR shall complete services by December 31, 2026.

The one (1) day training shall be held on or about November 5, 2026, subject to change at the JUDICIARY's sole discretion.

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

On behalf of The Mediation Center of the Pacific, Inc.,
CONTRACTOR, the undersigned does declare, under penalty of perjury, as follows:

1. CONTRACTOR ☐ 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. CONTRACTOR has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Contract within the preceding two (2) years and who participated while so employed in the matter with which the Contract is directly concerned. (Section 84-15(b), HRS).
3. CONTRACTOR 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. CONTRACTOR 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).

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

CONTRACTOR

By _____
(Signature)

Print Name: _____

Print Title: _____

Name of Contractor: _____

Date: _____

*Reminder to Agency: If "is" block is checked and the Contract involves goods or services or construction of a value in excess of \$10,000, the Contract must be awarded by competitive sealed bidding under section 103D-302, HRS, or a competitive sealed proposal under section 103D-303, HRS. Otherwise, the Agency may not award the Contract unless it posts a notice of its intent to award it and files a copy of the notice with the State Ethics Commission. (Section 84-15(a), HRS).

GENERAL CONDITIONS
GOVERNING CONTRACTS WITH THE JUDICIARY,
STATE OF HAWAI‘I FOR GOODS AND SERVICES
OCTOBER 2023

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GENERAL CONDITIONS
GOVERNING AGREEMENTS WITH THE JUDICIARY,
STATE OF HAWAII, FOR GOODS AND SERVICES

1. Administration of Contract by “the Judiciary.” The Administrative Director of the Courts or designee (hereinafter “Judiciary”) shall coordinate all services to be performed under the contract, and decide all questions which may arise as to: performance of this contract; interpretation of any term, condition, or provision of the contract; applicability and interpretation of any law or rule that may affect performance under the contract; and compensation. Any questions regarding performance of the contract shall be directed to the Judiciary for resolution.
2. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
 - 2.1 In the performance of services required under this contract, Contractor 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, Judiciary shall have a general right to inspect work and services in progress to determine whether, in Judiciary's opinion, the work and services are being performed by Contractor in compliance with this contract. Unless otherwise provided by special provision, it is understood that Judiciary does not agree to use Contractor exclusively, and that Contractor is free to contract its services to other individuals or entities while under contract with Judiciary.
 - 2.2 Contractor and Contractor's employees and agents are not by reason of this contract, agents or employees of Judiciary for any purpose, and neither Contractor nor Contractor's employees and agents shall be entitled to claim or receive from Judiciary any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to Judiciary employees.
 - 2.3 Contractor shall be responsible for the accuracy, completeness, and adequacy of its performance under this contract. Contractor intentionally, voluntarily, and knowingly assumes the sole and entire liability to Contractor's employees and agents, and to any individual not a party to this contract, for all loss, damage, or injury caused by Contractor, or Contractor's employees or agents in the course of their employment or agency.
 - 2.4 Contractor shall pay all applicable federal, state, and county taxes and fees which may become due and owing by Contractor by reason of this contract, including but

not limited to (i) income taxes, (ii) employment-related fees, assessments, and taxes, (iii) general excise taxes and (iv) use taxes.

2.5 Contractor shall obtain and keep in force all licenses, permits, and certificates required by reason of this contract.

2.6 Pursuant to Hawai'i Revised Statutes (HRS) § 103D-310(c), Contractor shall submit a Hawai'i Compliance Express Certificate to verify compliance with all laws governing entities doing business in the State of Hawai'i, including HRS chapter 237 (general excise tax), employee-related insurance coverage for Contractor and Contractor's employees, and a certificate of good standing from the Department of Commerce and Consumer Affairs.

3. Personnel Requirements.

3.1 Contractor shall secure, at Contractor's expense, all personnel required to perform the services within the scope of this contract.

3.2 Contractor shall ensure that Contractor's employees or agents are experienced and fully qualified to engage in the activities and services required under this contract. Contractor and Contractor's employees or agents shall comply with all applicable licensing and operating requirements required by federal, state, or county law, and shall meet accreditation and other generally accepted standards of quality in the applicable field of activity.

4. Nondiscrimination. Persons performing work under this contract, including Contractor's employees, agents, or subcontractors, shall not violate any federal, state, or county anti-discrimination law, including but not limited to:

- (a) Chapter 378, HRS (prohibits employment discrimination based on race, sex, sexual orientation, age, religion, color, ancestry, disability, marital status, ~~or~~ arrest and court record, reproductive health decision, or domestic or sexual violence victim status);
- (b) Title VII of the Civil Rights Act of 1964 (Title VII) (prohibits employment discrimination based on race, color, religion, sex, or national origin);
- (c) The Equal Pay Act of 1963 (EPA) (protects men and women who perform substantially equal work in the same establishment from sex-based wage discrimination);
- (d) The Age Discrimination in Employment Act of 1967 (ADEA) (protects individuals who are 40 years of age or older); and

- (e) Title I of the Americans with Disabilities Act of 1990 (ADA) (prohibits employment discrimination against qualified individuals with disabilities in the private and public sectors).
- 5. Subcontracts, Assignments, and Successors in Interest. Contractor shall not assign or subcontract any of Contractor's duties, obligations, or interests under this Agreement without Judiciary's prior written consent. No assignment shall be effective for procurements of \$25,000 or more unless Contractor's assignee submits to a Hawai'i Compliance Express certificate. No assignment by Contractor of its right to compensation under this contract shall be effective unless and until the assignment is approved by Judiciary.

When in the best interest of Judiciary, a successor in interest may be recognized in an assignment agreement in which Judiciary, Contractor and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (a) The Assignee assumes all of Contractor's obligations;
 - (b) Contractor remains liable for all obligations under this contract and waives all rights under this contract against Judiciary upon the effective date of the assignment; and
 - (c) Contractor continues to furnish, and the Assignee also furnishes, all required bonds.
- 6. Conflicts of Interest. Contractor represents that neither Contractor, nor any employee, subcontractor, agent, or immediate family member of Contractor, presently has any direct or indirect "financial" or "controlling interest," as those terms are defined in section 84-3, HRS, that would or might conflict in any manner with respect to Contractor's performance under this contract. Furthermore, no such interest shall be acquired while Contractor is a party to this contract.

7. Change Orders

- 7.1 At any time, the Judiciary may unilaterally, and without notice to any surety, issue a written order to Contractor for:
 - (a) Changes in the work within the scope of the contract; and
 - (b) Changes in the time of performance of the contract that do not alter the scope of the contract work.
- 7.2 If any change order increases or decreases Contractor's cost of, or the time required for, performance of any part of the work under this contract, the contract

shall be modified to reflect such changes. Price adjustments shall be made in accordance with Section 9 of these General Conditions.

- 7.3 Failure of the parties to agree to an adjustment shall not excuse Contractor from proceeding with the Change Order, provided that the Judiciary shall make adjustments in payment or time as it deems reasonable.
- 7.4 If Contractor disagrees with the contract price or time provided in a change order, Contractor must file a written claim within ten (10) days after receipt of a written change order, unless the filing period is extended by the Judiciary in writing. A timely filed written claim is a condition precedent to asserting a claim. No claim by Contractor for an adjustment shall be allowed if the claim is not received prior to final payment under this contract.

8. Contract Modifications.

- 8.1 In writing. No modification, alteration, amendment, change, or extension of any term, provision, or condition of this contract shall be made without written amendment to this contract, signed by both Contractor and Judiciary.
- 8.2 Change of name. If Contractor desires to change the name in which it holds this contract with Judiciary, Judiciary, upon receipt of an acceptable document indicating the change of name (for example, a certified file-marked copy of an amendment to Contractor's articles of incorporation), shall enter into an amendment to this contract with Contractor to effect this change of name. The amendment to this contract changing the Contractor's name shall specifically indicate that no other terms and conditions of this contract are thereby changed and that the bond, if any, will remain in effect under the changed name. Further, such amendment must be approved by the surety company that issued the bond.
- 8.3 Adjustments of price or time for performance. If agreed-upon modifications to the contract increase or decrease Contractor's cost of, or the time required for, performance of any of the work under this contract, an adjustment shall be made and the contract shall be modified in writing to reflect that adjustment. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this contract (see Section 9 below) or as negotiated between Judiciary and Contractor.
- 8.4 Adjustments of price due to budget reductions. In the event that the Judiciary sustains reductions to its budget during the term of the contract, Judiciary may decrease the amount of compensation to be paid to Contractor. The contract shall be modified in writing to reflect the change in compensation.

8.5 Claim barred after final payment. No claim by Contractor for an adjustment under the contract shall be considered unless a written agreement of modification was made prior to final payment under this contract.

8.6 Tax clearance. If modification, alteration, amendment, or change causes the contract price to exceed \$25,000, Judiciary may, at its discretion, require Contractor to submit, at the time it requests 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 tax returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under the tax laws of the State of Hawai‘i and the Internal Revenue Code have been paid, or a Hawai‘i Compliance Express certificate.

9. Price Adjustment.

9.1 Price adjustment. Any adjustment in the contract price pursuant to a provision in this contract shall be made in one or more of the following ways:

- (a) By agreement on a fixed price adjustment before commencement of the pertinent performance;
- (b) By unit prices specified in this contract or subsequently agreed upon before commencement of the pertinent performance;
- (c) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in this contract or subsequently agreed upon before commencement of the pertinent performance;
- (d) In such other manner as the parties may mutually agree before commencement of the pertinent performance;
- (e) In the absence of agreement by the parties, adjustments shall be computed by a unilateral determination by the Judiciary of the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, as computed by the Judiciary in accordance with generally accepted accounting principles and applicable sections of the Hawai‘i Administrative Rules (HAR) chapters 3-123 and 3-126.

9.2. Submission of cost or pricing data. Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of subchapter 15, chapter 3-122, HAR.

10. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the Judiciary may require an audit of cost or pricing data.
11. Claims Based on Judiciary's Actions or Omissions
- 11.1 If any action on the part of Judiciary requiring performance changes within the scope of the contract is the basis for a claim by Contractor for additional compensation, damages or an extension of time for completion, Contractor shall continue with performance of the contract. Contractor's continued performance shall not prejudice any claim for additional compensation, damages, or an extension of time for completion on condition that Contractor complies with the following notice requirements:
- (a) Contractor gives written notice to the Judiciary prior to the commencement of the work involved, if at that time, Contractor knows of the occurrence of the action or omission;
 - (b) Contractor gives written notice to the Judiciary within thirty (30) days after Contractor knows of the occurrence of the action or omission, if Contractor did not have knowledge prior to the commencement of the work; or
 - (c) Contractor gives written notice to the Judiciary within further time as may be allowed by the Judiciary in writing.
- 11.2 The written notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time, and must clearly state the reasons why Contractor is entitled to additional compensation, damages, or an extension of time.
- 11.3 Upon receipt of the notice, the Judiciary may rescind the action, remedy the omission, or take other steps as it deems advisable. Any adjustment in the contract price shall be determined in accordance with Section 9.
- 11.4 Upon request by the Judiciary, Contractor shall submit detailed records of the additional costs or basis for an extension of time being claimed.
12. Stop Work Order
- 12.1 At any time and without notice to any surety, the Judiciary may issue a written notice to Contractor to stop all or any part of the work specified in the contract. The order shall be for a period not exceeding sixty (60) days after the order is delivered to Contractor, unless the parties agree to a longer period. Upon receipt of the order, Contractor shall comply with the terms of the order and take all reasonable steps to minimize incurring costs related to the work covered under the order during the period of the work stoppage. Before the order expires, Judiciary shall either:

- (a) Cancel the stop work order; or
- (b) Terminate the work covered by the order due to default, pursuant to Section 13 of these General Conditions, or for convenience, pursuant to Section 14 of these General Conditions.

12.2 If a stop work order is canceled before the expiration of the order or if the period specified in the order expires, Contractor shall resume the work. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the contract shall be modified in writing if:

- (a) The stop work order results in an increase in the time required for, or the allowable costs for the performance of any part the contract; and
- (b) Contractor asserts a claim for an adjustment within thirty (30) days after the end of the period of work stoppage.

12.3 If a stop work order is not canceled and the work covered by the order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowable by price adjustment pursuant to Section 9 of these General Conditions.

13. Termination for Default.

13.1 Notice of termination for default; obligations of parties in the event of termination. If, for any reason, Contractor breaches this contract by failing to satisfactorily fulfill or perform any obligations, promises, terms, or conditions, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by Judiciary, Judiciary may terminate this contract, in whole or in part, by giving written notice to Contractor specifying the date for termination. Judiciary shall endeavor to provide such notice at least seven (7) calendar days before the effective date of termination. In the event of termination in whole or in part, Judiciary may procure similar goods or services in a manner and upon terms it deems appropriate, and Contractor shall be liable for excess costs incurred by Judiciary in procuring similar goods or services as a result of Contractor's default. Contractor shall continue to perform those parts of this contract, if any, that have not been terminated, and shall take timely and necessary action to protect and preserve property in the possession of Contractor in which Judiciary has an interest.

13.2 Compensation. Payment for completed goods and/or services delivered and accepted by Judiciary shall be at the agreement price. Payment for the protection and preservation of property shall be in an amount agreed upon by Contractor and Judiciary. If the parties fail to agree, Judiciary shall set an amount subject to Contractor's rights under chapter 3-126, HAR. Judiciary may withhold from amounts due Contractor such sums as Judiciary deems to be necessary to protect Judiciary from loss because of outstanding liens or claims of former lien holders

and to reimburse Judiciary for the excess costs incurred in procuring similar goods and services.

13.3 Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this contract.

13.4 Nonperformance or delayed performance for unforeseeable reasons beyond Contractor's control. Contractor shall not be in default if it can demonstrate that each of the following have occurred:

- (a) Contractor could not perform either the terms of or according to the schedule set forth in this contract for reasons such as: acts of God; acts of a public enemy; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather; and
- (b) Upon occurrence of events similar to those set forth above, Contractor notified Judiciary within ten (10) calendar days of the triggering event(s); and
- (c) Upon determining that it would not be able to perform either the terms of or according to the schedule set forth in this contract, Contractor promptly notified Judiciary, and requested reasonable modification of the contract terms or schedule pursuant to Judiciary's modification provision, set forth in Section 8 above.
- (d) If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements.

14. Termination for Convenience.

14.1 Notice. Judiciary may terminate this contract in whole or in part without statement of cause when it is in the interest of the Judiciary. The Judiciary shall provide written notice to Contractor of such termination at least thirty (30) calendar days before the effective date of such termination. The notice shall specify the part(s) of the contract being terminated and the effective termination date.

14.2 Compensation. Within thirty (30) calendar days of the effective date of the termination of this contract Contractor shall compile and submit to Judiciary an accounting of the work performed up to the date of termination. Judiciary may

consider the following claims in determining reasonable compensation owed to Contractor for work performed up to the date of termination:

- (a) Contract prices for goods or services accepted under this contract;
- (b) Costs incurred in preparing to perform and performing the terminated portion of the work under this contract plus a five (5) percent markup on the actual direct cost of the terminated portion of the work. Such markup shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided that if it appears that Contractor would have sustained a loss if the entire contract would have been completed, no markup shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss.
- (c) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Section 16.4, below;
- (d) Reasonable administrative (e.g., accounting, legal and clerical) costs incurred by Contractor for preparing settlement claims and supporting data needed for terminating subcontracts pursuant to the terminated portion of this contract.
- (e) Reasonable storage, transportation, and other costs associated with protecting or disposing of property allocable to the terminated portions of this contract.

The total sum to be paid to Contractor shall not exceed the total contract price, less any payments previously made to Contractor, the proceeds from any sales of goods or manufacturing materials, and the contract price for work not terminated.

15. Termination for Lack of Funds. Pursuant to section 103D-309, HRS, except in certain instances, no contract entered into between Judiciary and Contractor shall be binding unless the Judiciary Financial Services Department Head certifies that there is an available unexpended appropriation or balance of any appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract. If this contract calls for performance or payment in more than one fiscal year, the fiscal year being July 1 to June 30, the Judiciary Financial Services Department Head may certify only that portion of the total funds required for this contract that is available in the current fiscal year. In the event that sufficient funds are not appropriated to cover payments due in future fiscal years, Judiciary shall not be obligated to pay the net remainder of the payments remaining unpaid beyond the end of the current fiscal year. All contracts partially funded shall be enforceable only to the extent to which funds have been certified as available. Judiciary agrees to notify Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to Judiciary in the event this provision is exercised. This provision shall not

be construed so as to permit Judiciary to terminate this contract in order to acquire similar goods or services from a third party.

16. Contractor's Obligations in the Event of Termination.

16.1 Right to goods and work product. If this contract is terminated for any reason, or expires pursuant to its terms, Contractor may be required to transfer and deliver to Judiciary in the manner and to the extent directed by Judiciary:

- (a) All finished or unfinished material prepared by Contractor; and
- (b) All material, if any, provided to Contractor by Judiciary.

For purposes of this contract, "material" shall include, but is not limited to, goods, parts, tools, dies, jigs, fixtures, information, data, reports, summaries, tables, maps, charts, photographs, films, graphs, studies, recommendations, program concepts, titles, scripts, working papers, files, models, electronic and digital media, documents, and records developed, prepared, or conceived by Contractor in connection with this contract, or furnished to Contractor by Judiciary. The term does not include material owned by Contractor solely for Contractor's own use and which have only an ancillary relationship to the services provided through this contract.

16.2 Preservation of Judiciary property. Contractor shall, upon Judiciary's direction, protect and preserve property in Contractor's possession in which Judiciary has an interest. If Judiciary does not exercise this right, Contractor shall use best efforts to sell such goods and manufacturing materials. Contractor shall immediately remit the proceeds and corresponding documentation of such sales to Judiciary.

16.3 Contractor liability. If this contract is terminated for cause, Contractor shall not be relieved of liability to Judiciary for damages sustained because of any breach by Contractor of this contract. In such event, Judiciary may retain any amounts which may be due and owing to Contractor until such time as the exact amount of damages due Judiciary from Contractor has been determined. Judiciary may also set off any damages so determined against the amounts retained.

16.4 Performance termination. Upon termination of this contract, Contractor shall stop performance on the date specified, terminate any outstanding orders and subcontracts applicable to the terminated portion of this contract, and shall incur no further commitments or obligations in connection with the terminated performance. Contractor shall settle all liabilities and claims arising out of the termination of subcontracts and orders generating from the terminated performance. Judiciary may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to Judiciary or a third party.

Contractor shall continue to comply with those aspects of this contract not terminated.

17. Indemnification and Defense. Contractor shall defend, indemnify, and hold harmless Judiciary and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including attorneys' fees, and all claims, suits, and demands arising out of or resulting from the acts or omissions of Contractor or Contractor'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.
18. Compliance with Laws. Contractor 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 Contractor's performance of this contract.
19. Liquidated Damages. When it is difficult to determine with reasonable accuracy the amount of damage Judiciary will sustain due to delays caused by Contractor's late or nonperformance, this paragraph may apply. When Contractor is given notice of delay or nonperformance as specified in Section 13.1 of these General Conditions, and fails to cure in the time specified, Contractor shall pay Judiciary the amount, if any, of liquidated damages set forth in the special provisions of this contract per calendar day, from the date set for cure until (a) Judiciary obtains similar goods or services, or both, if the contract is terminated for default, or (b) Contractor provides the goods or services, or both, if the contract is not terminated for default (i.e., the contract is not terminated but has been suspended for non-performance.) If Contractor's delay or nonperformance is based upon the provisions set forth in Section 13.4 of these General Conditions, Contractor shall not be assessed liquidated damages.
20. Judiciary's Right of Offset. For any contract over \$25,000, Judiciary may offset against any monies Judiciary owes Contractor under the contract, any amount owed to Judiciary/State of Hawai'i by Contractor under this contract, any other contracts, or any law. Judiciary shall notify Contractor in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed by Contractor to Judiciary/State of Hawai'i shall not include debts or obligations which have been liquidated, agreed to by Contractor, and are covered by an installment payment or other settlement plan approved by Judiciary/State of Hawai'i, provided, however, that Contractor shall be entitled to such exclusion only to the extent that Contractor is current with, and not delinquent on, any payments or obligations owed to Judiciary/State of Hawai'i under such payment or other settlement plan.
21. Disputes. All disputes arising under this contract shall be resolved in the manner set forth in section 103D-703, HRS and chapter 126, HAR. Contractor shall not sue Judiciary concerning any disputes arising under this contract until after Judiciary rejects Contractor's written request seeking informal resolution of the dispute, or until ninety (90) days after Judiciary's receipt of the written request, whichever comes first. Contractor

shall not suspend performance while Judiciary reviews Contractor's written request, unless directed to do so in writing by Judiciary.

22. Confidentiality of Material.

22.1 All material given to or made available to Contractor by virtue of this contract, which is identified as proprietary or confidential information, shall be safeguarded by Contractor and shall not be disclosed to any individual or organization without Judiciary's prior written approval.

22.2 All information, data, or other material provided by Contractor to Judiciary shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.

23. Protection of Personal Information. Contractors who are provided access to personal information to fulfill its obligations under this contract shall take necessary steps as outlined in this section to protect such information. "Personal information" means an individual's first name and first initial and last name in combination with any one or more of the following data elements: (a) Social security number; (b) Driver's license number or Hawai'i identification card number; or (c) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

23.1 Contractor shall implement administrative, physical, and technological safeguards that adequately safeguard personal information to prevent unauthorized use or access to such data. Personal information shall be maintained in a secure environment with reasonable security controls, including but not limited to, firewalls, antivirus software, intrusion detection systems, penetration testing, and security patches and upgrades

23.2 Contractor shall provide initial and periodic refresher security awareness training to all employees who have access to personal information.

23.3 Contractor shall ensure that its employees sign confidentiality agreements acknowledging that: (a) the personal information made available pursuant to the terms of this contract is confidential; (b) access to the personal information is restricted to the minimum necessary for performance of the contract; (c) use of the personal information is restricted to uses consistent with the services provided under this contract.

23.4 Contractor shall not use or retain personal information for any purpose other than as permitted by the Judiciary. Contractor shall destroy all copies of personal information once the contract ends.

23.5 HRS chapter 487N requires businesses and government agencies that maintain and collect personal information to provide notice of any security breach of that

information. In the event of any security breach of personal information, Contractor shall notify the Judiciary within twenty-four (24) hours of discovery of the breach. Contractor further agrees to comply with all notification actions and/or assist the Judiciary with notification actions required by law and by Judiciary policy.

23.6 Contractor shall maintain a complete log of all disclosures of personal information.

24. Ownership Rights and Copyright. Unless otherwise specified in the special provisions of this contract, Judiciary shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by Contractor pursuant to this contract, and all such material shall be considered "works made for hire." All such material shall be delivered to Judiciary upon expiration or termination of this contract. Judiciary, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by Contractor pursuant to this contract.
25. Patented Article. Contractor shall defend, indemnify, and hold harmless the Judiciary, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this contract. Contractor shall be solely responsible for correcting or curing to the satisfaction of the Judiciary any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the Judiciary a substituted article, process, or device acceptable to the Judiciary, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.
26. Publicity. Contractor shall not, in any of its brochures, advertisements, or other publicity, refer to Judiciary, or any office, or officer thereof, or to the services provided pursuant to this contract in any way that creates an appearance that Judiciary endorses Contractor. All media contacts with Contractor about this contract shall be referred to Judiciary.
27. Liens and Warranties. Goods purchased under this contract shall be provided free of all liens and include all applicable warranties, including any warranties described in this contract.
28. Travel Costs and Expenses. Any travel costs and expenses reasonably and necessarily incurred by Contractor and its employees, agents, and subcontractors in the performance of this contract which Judiciary is obligated to directly pay or reimburse Contractor for under this contract shall be subject to the following requirements:

- 28.1 Any air travel shall be at coach class air fare, unless travel at a higher class will result in an overall cost-savings to Judiciary;
- 28.2 Ground transportation costs shall not exceed the cost of renting an intermediate-sized vehicle;
- 28.3 Subsistence allowance (e.g., lodging, meals, etc.) shall not exceed the applicable daily authorized rate for interisland or out-of-state travel, as set forth in the Judiciary's Financial Administration Manual;
- 28.4 If travel is undertaken by Contractor for more than one customer or client, Contractor shall charge Judiciary for only Judiciary's proportionate share of all subsistence and transportation costs.
29. Payment Procedures; Final Payment; Tax Clearance.
- 29.1 Original invoices required. All payments under this contract shall be made only upon submission by Contractor of an original invoice specifying the amount due and certification by the Judiciary that the goods and/or services under the contract have been received satisfactorily. Remuneration shall be made in accordance with section 103-10, HRS.
- 29.2 Subject to available funds. Payments to Contractor are subject to availability of funds. All payments shall be made in accordance with and subject to chapter 40, HRS.
- 29.3 Prompt payment to subcontractors.
- (a) Any money, other than retainage, paid to Contractor shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
- (b) Upon final payment to the Contractor, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- 29.4 Final payment. Final payment under this contract shall be subject to sections 103-53 and 103D-328, HRS, which requires for procurements of \$25,000 or more, a tax clearance from the Director of Taxation, State of Hawai'i, and the Internal Revenue Service, or a Hawaii Compliance Express certificate, showing that all tax

returns due have been filed, and all taxes, interest, and penalties levied against Contractor or accrued under state or federal law have been paid.

30. Campaign Contributions. This condition is applicable to contracts funded through State appropriations.

30.1 Commencing from the date of contract execution and until contract completion, Contractor shall not:

- (a) Directly or indirectly make any contribution, or promise expressly or impliedly, to make any contribution to any candidate committee or noncandidate committee, or to any candidate or to any person for any political purpose or use; or
- (b) Knowingly solicit any contribution from any person for any purpose during any period.

30.2 “Contribution” means

- (a) A gift, subscription, deposit of money or anything of value, or cancellation of a debt or legal obligation and include the purchase of tickets to fundraisers, for the purpose of:
 - (i) Influencing the nomination for election, or the election, of any person to office;
 - (ii) Influencing the outcome of any question or issue that has been certified to appear on the ballot at the next applicable election; or
 - (iii) Use by any candidate committee or noncandidate committee for the purpose of (i) or (ii) above.
- (b) The payment, by any person or party other than a candidate, candidate committee, or noncandidate committee, of compensation for the services of another person that are rendered to the candidate, candidate committee, or noncandidate committee without charge or at an unreasonably low charge for a purpose listed in Section 30.2(a).
- (c) A contract, promise or agreement to make a contribution; or
- (d) Any loans or advances that are not documented or disclosed to the Campaign Spending Commission as provided in HRS § 11-372.

31. Federal Funds. If this contract is payable in whole or in part from federal funds, Contractor agrees that, as to the portion of the compensation under this contract to be payable from federal funds, Contractor shall be paid only from such federal funds received from the federal government, and shall not be paid from any other funds. Failure of the

Judiciary to receive anticipated federal funds shall not be considered a breach by the Judiciary.

32. Records Retention. Contractor and any subcontractors shall maintain files, documents, and other records that relate to the contract for at least three (3) years after the date of final payment under the contract.
33. 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 court of competent jurisdiction in Hawai'i.
34. Notices. Any written notice required to be given by a party to this contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the Judiciary Contract & Purchasing Branch, 1111 Alakea Street, 6th Floor, Kauikaeouli Hale, Honolulu, Hawai'i 96813, or to Contractor at Contractor's address as indicated in this contract. A notice shall be deemed to have been received by the recipient three (3) days after mailing or at the time of actual receipt, whichever is earlier. Contractor is responsible for notifying Judiciary in writing of any change of address.
35. 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.
36. Waiver. The failure of Judiciary to insist upon strict compliance with any term, provision or condition of this contract shall not be deemed to constitute a waiver or relinquishment of Judiciary's right to enforce the same in accordance with this contract.
37. Remedies Clause. Any dispute arising out of this contract is subject to HAR chapter 3-126.

103D SPECIAL CONDITIONS

1. The General Conditions Governing Contracts with the Judiciary, State of Hawai'i for Goods and Services October 2023 ("Judiciary General Conditions"), attached hereto, are incorporated and made a part of this Proposal for Services. In the event of a conflict between the terms of the Judiciary General Conditions and any other provision or term set forth in the contract, proposal or offer, the Judiciary General Conditions shall prevail.
2. CONTRACTOR, its employees and agents, shall comply with the JUDICIARY'S Discrimination Harassment-Free Workplace Policy, attached hereto. Additionally, if any employee or agent of CONTRACTOR experiences discrimination or harassment by the JUDICIARY officer or employee, CONTRACTOR'S employee or agent should report the incident pursuant to Section II.C. of the policy
3. All electronic information technology developed or provided under this contract or procurement shall comply with the applicable requirements of the Hawaii Electronic Information Technology Disability Access Standards (Access Standards).
4. By executing the Agreement to which these Special Conditions are attached, the representative of named Contractor represents, and the JUDICIARY relies upon such representation, that he or she has authority to sign the Agreement.

HAWAI'I JUDICIARY POLICY DISCRIMINATION/HARASSMENT-FREE WORKPLACE

I. Authority and Background

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

II. Zero Tolerance Policy

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

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

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

A. Scope of Policy

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

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

B. Examples of Prohibited Conduct

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

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

C. Reporting Procedures

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

Anyone who observes or experiences discrimination or harassment prohibited

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

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

D. Limited Confidentiality

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

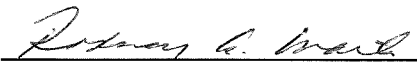
III. Responsibility for Implementing Policy

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

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

IV. Review of Policy

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

Approved: 
Rodney A. Maile
Administrative Director of the Courts

Date: **MAY 20 2017**

Attachment 1

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

I. Procedures

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

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

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

II. Limited Confidentiality

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

III. Action Taken on Complaints

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

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

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

IV. Referring Complaints to External Agencies

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

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

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

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

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

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

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

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

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

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