

**THE JUDICIARY, STATE OF HAWAII  
NOTICE OF AMENDMENT TO EXEMPTION  
FROM HRS CHAPTER 103F**

TO: Chief Procurement Officer

FROM: Second Circuit/Client Services/Maui Drug Crt Branch  
*Name of Requesting Division/Program*

*Pursuant to HRS § 103F -101 (a)(4) and HAR Chapter 3-141, The Judiciary requests to amend an exemption for the following:*

<p><b>1. Title and description of health and human service(s):</b> Psychological services for Maui Drug Court clients includes evaluations, therapy, and consultative services. Services are to be provided by a Master's level provider with applicable license, a licensed psychologist and/or post doctoral intern under the supervision of the licensed psychologist. Services are to identify and address mental health issues/needs that may present barriers to the client's recovery and treatment progress. Therapeutic intervention may include individual, couples, and/or family counseling. Due to budgetary constraints, the Maui Drug Court has been unable to purchase these services for its clients in the past. Through the award of the Edward Byrne Memorial Justice Assistance Grant (J13161), the program has been able to utilize these funds to pay for such critical intervention services.</p>	
<p><b>2. Provider Name and Address:</b> Aloha House, Inc. P.O. Box 791749, Paia, HI 96779</p>	<p><b>3. Amount of Request:</b> \$0.00</p>
<p><b>4. Term of Contract From: To:</b> 07/01/15 - 02/29/16</p>	<p><b>5. Prior Judiciary Procurement Exemption No. (if applicable):</b> JE13-33</p>
<p><b>6. Explain in detail why it is not practicable or not advantageous for the Program/Division to procure by competitive means:</b> The Maui Drug Court already has an existing agreement (Contract No. J13170) with Aloha House, Inc. This agreement includes provisions for psychological services. In view of this, it would not be feasible or practicable to conduct another solicitation. Amending the Contract No. J13170 to accommodate the extension of funding would allow for continuation of these services thus we are requesting an Exemption from the Provisions of 103F. The contract with Aloha House (J13170) ended June 30, 2015. The Judiciary was notified by the Attorney General's office on August 17, 2015 to utilize any unspent funds from the Bryne grant that was set to end on August 31, 2015. Per the 2CC fiscal department there is FOURTEEN THOUSAND NINE-HUNDRED NINETY-NINE AND 60/100 DOLLARS (\$14,999.60). The Attorney General's office did extend services to February 29, 2016 (see attached official notice dated August 28, 2015). An exception should be made due to the late notice of extension from the Attorney General's office.</p>	
<p><b>7. Describe the reason for the selection of the provider including a description of how the procedure, as much as practicable, ensured maximum fair and open competition:</b> As mentioned, the Maui Drug Court has an existing agreement with Aloha House, providing services to our clients through approved exemption JE13-33, contract J13170. The federal grant was extended allowing the continuation of services. Service specifications for the drug court services included the provision of psychological services which were then incorporated in the scope of services under the present agreement, Contract No. J13170. In addition, the provider has had a contract for In-Community Treatment for Maui Drug Court clients since 2003 and has delivered services satisfactorily in accordance to contract terms.</p>	

8. Describe the Judiciary's internal controls and approval requirements for the exempted procurement:

Upon contract execution, an orientation will be conducted with the provider by the Maui Drug Court Administrator, and the program specialist assigned to the contract. provider obligations including scope of services, compensation, working agreement terms, reporting and invoicing requirements will be reviewed. Contract terms shall be monitored on an annual basis to evaluate service delivery and compliance to all terms of the agreement. Any reports of contract non-compliance will be investigated and addressed by the program specialist. In addition, any subsequent contract extensions will be subject to the Judiciary's internal approval process.

9. Identify the primary responsible staff person(s) conducting and managing this procurement. (Appropriate delegated procurement authority and completion of mandatory training required).

\*Point of contact (Place asterisk after name of person to contact for additional information).

Name	Division/Program	Phone Number	email address
Sandy Kozaki	Chief Court Administrator	244-2882	sandy.s.kozaki@courts.hawaii.g
Marsha Yamada	Deputy Chief Court Administat	244-2784	marsha.t.yamada@courts.hawa
Kawika Ortiz *	SSB/Program Specialist	244-2792	david.k.ortiz@courts.hawaii.gov

**All requirements/approvals and internal controls for this expenditure is the responsibility of the Division/Program. I certify that the information provided above is, to the best of my knowledge, true and correct.**

— /s/ Sandy Kozaki  
 Department/Division/Program Head Signature

— 10/09/2015  
 Date

**NOTICE**

Date Notice Posted: \_\_\_

The chief procurement officer is considering this request for an amended exemption and, if there is good cause, the state intends to exempt the purchase as described in the request. Any inquiries regarding the purchase shall be directed to the contact person noted in item 9 of the request. Any concerns regarding the exemption shall be in writing and received by the chief procurement officer within seven days of the date the notice was first posted. Concerns shall be mailed to: **Chief Procurement Officer - The Judiciary; Financial Services Department; Contracts & Purchasing Office; 1111 Alakea Street, 6<sup>th</sup> Floor; Honolulu, Hawaii 96813-2807.**

**For Chief Procurement Officer Use Only**

Chief Procurement Officer (CPO) Comments:

Approved

Disapproved

No Action Required

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*Chief Procurement Officer Signature*

*Date*