

County of Hawai'i

WORKFORCE INVESTMENT ACT OF 1998

ONE-STOP

MEMORANDUM OF UNDERSTANDING

FOR PROGRAM YEAR 2008-2010

Harry Kim
Mayor

MEMORANDUM OF UNDERSTANDING (MOU)

An Agreement between the Hawaii County Workforce Investment Board and its Big Island Workplace Connections Partners

In accordance with Section 121 (c) of the Workforce Investment Act of 1998, this Memorandum of Understanding has been developed, with the agreement of the Mayor of the County of Hawaii, and entered into in the spirit of cooperation and collaboration by the Hawaii County Workforce Investment Board, hereafter referred to as the "HCWIB" and the Big Island Workplace Connection Partners, hereafter referred to as the "BIWC Partners", intending to be bound with respect to the operation of the system, agree as follows:

I. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to establish a viable framework in which the HCWIB and BIWC Partners will be able to provide one-stop services for employers, their employees, those seeking employment, and other interested parties within the County of Hawaii.

The purpose of the BIWC is to create a seamless system of service delivery that will enhance access to the individual programs' services while improving long-term employment outcomes for both job seeker and employer customers receiving assistance.

The purpose of the BIWC is to ensure that workforce investment activities for adults provided by one-stop partners, are accessible at not less than one physical center (referred to as a one-stop center), thus giving adults access to continuum of workforce investment activities organized in three levels: core, intensive and training.

In entering into this agreement the parties make the commitment to maintain not only the basic provisions of WIA but also to enact the basic guiding principles for Hawai'i's One-Stop delivery system, that services be:

- < Integrated (offering as many employment, training, and education services as possible for employers and individuals seeking jobs or wishing to enhance their skills) and affording universal access;
- < Comprehensive (offering a large array of useful information with wide and easy access to needed services);
- < Customer Focused (providing the means for customers to judge the quality of services and make informed choices); and
- < Performance Based (or based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction).

II. VISION/MISSION OF THE BIG ISLAND WORKPLACE CONNECTION

The vision/mission of the BIWC is to advance the economic well being of the County of Hawaii by developing and maintaining a quality workforce and by serving as the focal point for all regional and local workforce investment initiatives. This will be achieved through the delivery of high quality and integrated workforce investment, education, and economic development services for job seekers, incumbent workers, and employers.

III. PARTIES TO THE MOU

The Workforce Investment Act identifies the one-stop system as the service delivery system for WIA and the BIWC Partner programs. In Hawaii County, the BIWC has been designated as the WIA one-stop delivery system. The following are the parties involved with the administration and operation of the BIWC.

- A. The HCWIB, in partnership with the Mayor of the County of Hawaii, was established for the purposes of developing the local workforce investment plan and performs the functions described in WIA Section 117(d).
- B. The County of Hawaii has been selected by the Hawaii County Workforce Investment Board and required partners to be the designated the One-Stop Operator and Fiscal Agent. The One-Stop Center or "Big Island Workplace Connections" (BIWC) is located at 1990 Kinoole Street, Hilo, Hawaii.
- C. BIWC Partners include:

Agency	Required Funding Source under WIA
Alu Like, Inc.	WIA Title I
DOE Hilo and Kona Community School for Adults (CSA)	WIA Title II
DHS Vocational Rehabilitation & Services for the Blind Division (VRSBD)	WIA Title IV
Hawaii Community College (HCC)	Post Secondary Vocational Education
Hawaii County Office of Housing and Community Development (OHCD)	Section 8 Housing Assistance Payments Program
Hawaii County Economic Opportunity Council (HCEOC)	Community Services Block Grant
Senior Community Service Employment Program (SCSEP)	Title V of the Older Americans Act of 1965
DLIR Unemployment Insurance (UI)	Federal Unemployment Insurance
DLIR Workforce Development Division (WDD)	Wagner-Peyser Act, WIA Title I, Welfare-to-Work, Trade Adjustment Assistance (TAA), Local Veterans Employment Representative (LVER), Migrant & Seasonal Farm Worker
Maui Economic Opportunity, Inc. (MEO)	Migrant Seasonal Farmworker
Agency	Voluntary Funding Source
DHS Benefit, Employment & Support Services Division (DHS)	Personal Responsibility & Work Opportunity Reconciliation Act of 1996

(See Attachment I for contact persons for the above)

IV. CUSTOMER SERVICES TO BE PROVIDED THROUGH THE BIG ISLAND WORKPLACE CONNECTION

Services shall be focused on two customer groups, job seekers and employers. Services shall be available at or through the BIWC.

A. CORE SERVICES (WIA, SECTION 134(D)(2) SHALL INCLUDE:

1. Determination of individual eligibility for WIA services;
2. Outreach, intake, and orientation to the information and services available through the BIWC;
3. Initial assessment of skill levels, aptitudes, abilities, and supportive service needs;
4. Job search and placement assistance, career counseling where appropriate;
5. Provision of employment statistics information and labor market information such as job vacancy listings, job skills necessary to obtain jobs, local demand occupations, earnings, and skill requirements;
6. Provision of performance information and program cost information on eligible providers of training services;
7. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the BIWC;
8. Provision of accurate information relating to the availability of supportive services, including child care and transportation available in the local area, and referral to such services, as appropriate;
9. Provision of information regarding filing claims for unemployment compensation;
10. Assistance in establishing eligibility for welfare-to-work activities and programs of financial aid assistance for training and education programs;
11. Follow-up services, including counseling regarding the workplace, for WIA participants who are placed in unsubsidized employment for not less than 12 months after the first day of the employment, as appropriate; and
12. Other core service, as determined by a BIWC Partner agency's governing legislation.

B. INTENSIVE SERVICES

1. Comprehensive and specialized assessments of the skill levels of adult and dislocated workers;
2. Development of individual employment plan to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the individual's employment goals;
3. Group counseling;
4. Individual counseling and career planning;
5. Case management for participants seeking training services;
6. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals or unsubsidized employment or training; and
7. Other intensive services as determined by a BIWC Partner agency's governing legislation.

C. TRAINING SERVICES

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training;
3. Programs that combine workplace training with related instruction which may include cooperative education programs;
4. Skills upgrading and retraining;
5. Entrepreneurial training;
6. Job readiness training;
7. Adult education and literacy activities provided in combination with services described in items 1-7 above;
8. Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and
9. Other training services as determined by a BIWC Partner agency's governing legislation.

D. BIG ISLAND WORKPLACE CONNECTION PARTNERS PROVIDING CORE, INTENSIVE, TRAINING SERVICES

(See attachment I)

E. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are the primary BIWC customer and agree that:

1. Direct employer input shall be sought in matters related to BIWC planning and operations;
2. The guidance of the employer members of the HCWIB shall be specifically sought in designing targeted employer services;
3. Service provision will be provided recognizing the fact that time is of the essence for employers;
4. Specific employer services to be provided through the BIWC include but are not limited to:
 - a. Tax credit or I-9 processing information;
 - b. Assessment of client skills, interests, aptitude and/or work values of applicants prior to referral;
 - c. Job specification development;
 - d. Business fee or licensing information;
 - e. Business assistance center referral;
 - f. Interviewing facilities;
 - g. Customized training;
 - h. Skills training for incumbent workers;
 - i. Job readiness training information;
 - j. Information on filing UI;
 - k. Program information and preliminary screening for program eligibility of prospective employees;
 - l. Information on eligibility for housing assistance.
 - m. Employer Directory

F. BIG ISLAND WORKPLACE CONNECTION PARTNERS PROVIDING EMPLOYER SERVICES

Agency	Services
Alu Like, Inc.	IV.E.4. b.- i., k.
CSA	IV.E.4. b., g., h., i.
VRSBD/DVR	IV.E.4. a.,- i., k.
HCC	IV.E.4. f., g., h., i.
OHCD	IV.E.4. l
HCEOC	IV.E.4. a., e., g., h., i.
SCSEP	IV.E.4. b., k.
UI	IV.E.4. j.
WDD	IV.E.4. a.- i., k., m., h.
DHS	IV.E.4. b., f., i.
MEO	IV.E.4. b., c., f., g., h., i., k.

G. OTHER SERVICE PROVISIONS

1. Use of Individual Training Accounts (ITAs)

WIA Title I Adult and Dislocated Worker training will be provided through the use of ITAs. An Individual Employability Plan (IEP) signed by both the participant and appropriate program service staff will be required for the issuance of an ITA. Only one ITA can be established per participant's IEP. Only one IEP can be active at any given time. ITAs may only be used for tuition and fees.

The maximum amount per ITA will be determined on case-by-case basis depending on the training need specified in the IEP. Should training funds be limited, priority will be given to those individuals and/or training areas designated as priority by the local plan. During the term of this agreement, credits/vouchers to an individual's ITA will be issued on a course-by-course basis. Participant will be required to demonstrate motivation and capacity for success to receive additional credits and opportunities for training.

2. Use of Training Contracts

Contracts for training may be entered into under the following circumstances:

- A. To provide on-the-job training or training customized to employers or provided by employers.
- B. Upon determination by the HCWIB that an insufficient number of eligible providers of training exist within an area to accomplish the goals of WIA; or;
- C. Upon determination by the HCWIB that there is a training program of demonstrated effectiveness offered in the local area by a community based organization or another private organization to serve special, participant populations facing multiple barriers to employment.

Such contractors will be selected through an appropriate open, competitive selection or request for proposal processes.

H. METHODS OF REFERRAL

Parties to the MOU agree to develop, implement, and modify the processes, procedures, and forms necessary for the seamless referral of BIWC customers. Parties agree to cross-train and/or cross-inform each other's staff on their policies, procedures and services to minimize confusion and misinformation. As appropriate, site visits; field trips and joint training shall be available for appropriate staff.

Customer referrals from one BIWC Partner agency to another BIWC Partner agency require that:

1. A customer needs form (CNF) be completed by the referring agency which will access the basic, self-help and specialized services needed by the client.
2. Share mutually agreed upon intake and service history information, and assessment results, in accordance with applicable federal, state statutes and if and when appropriate.
3. BIWC Partners adhere to their respective laws and procedures regarding confidentiality and will share among each other only that customer information that is pertinent and necessary for the provision of services under the Act. Securing all appropriate written releases of information to protect customer confidentiality will be the responsibility of the referring agency. In all cases, the respective federal or state statute, Hawaii Administrative Rules or rules of Confidentiality that govern the respective BIWC Partners shall prevail.

The following method will be used to refer customers from one BIWC Partner Agency to another:

1. A customer needs form (CNF) shall be completed by the referring agency which will access the basic, self-help and specialized services needed by the client.
2. If a customer requires additional assistance beyond services offered by those of the partner issuing the CNF, the initiating partner will forward a copy of the CNF by sending a facsimile copy or email the form to the partner agency. (partner representative forwards to appropriate personnel)
In order to comply with confidentiality issues, partners should attach signed release forms approved by individual agency if necessary.
3. The initiating partner will keep a copy of the CNF on file for tracking purposes.
4. The receiving partner will utilize the CNF form when meeting with the customer and let the referring agency know that contact has been made.

The following method will be used to track the effectiveness of referrals made between One-Stop Partner Agencies:

1. All partners will be required to provide quarterly reports to account for the total number of referrals made by agency, the total number of referrals received by agency and the number of clients served as a result of a referral. These quarterly reports will be due 30 days after the end of the quarter.
2. The partners will assess the referral system on a quarterly basis after data has been collected to determine the effectiveness of the system and to determine possible gaps in the referral process.

I. SERVICE LOCATIONS:

While specific service delivery contributions or resources may be delineated in individual site agreement(s), the parties to the MOU agree that many one-stop services will be provided at BIWC Partner agency offices or at the sites of training or service providers. For the HCWIB, the following comprehensive core service BIWC site(s) have been established:

Agency	Address	Telephone	Hours of Operation
WDD Hilo	1990 Kino`ole St. #102 Hilo, HI 96720	981-2860	7:45 a.m. to 4:30 p.m.
WDD Kona	74-5565 Luhia St. Bldg. C Rm. 4 Kailua-Kona, HI 96740	327-4770	7:45 a.m. to 4:30 p.m.
HCSA	450 Waiuanue Avenue C-2 Hilo, HI 96720	974-4100	7:45 a.m. to 4:30 p.m.
Alu Like, Inc.	32 Kino`ole St. #102 Hilo, HI 96720	961-2625	8:00 a.m. to 4:30 p.m.
VRSBD/DVR	75 Aupuni Street Hilo, HI 96720	974-6444	7:45 a.m. to 4:30 p.m.
SCSEP	865 Piilani Street Hilo, HI 96720	961-8750	7:45 a.m. to 4:30 p.m.
HawCC	200 W. Kawili Street Hilo, HI 96702	974-7531	7:45 a.m. to 4:30 p.m.
OHCD (Existing Housing Division)	1990 Kino`ole St. #105 Hilo, HI 96720	959-4642	7:45 a.m. to 4:30 p.m.
HCEOC	47 Rainbow Drive Hilo, HI 96720	961-2681	8:00 a.m. to 4:30 p.m.
UI	1990 Kino`ole St. #101 Hilo, HI 96720	974-4086	7:45 a.m. to 4:30 p.m.
DHS	1990 Kino`ole St. #108 Hilo, HI 96720	981-2754	7:45 a.m. to 4:30 p.m.
MEO	99 Mahalani St Wailuku, HI 96793	249-2970	7:45 a.m. to 4:30 p.m.

V. TECHNOLOGY AND SYSTEM INFRASTRUCTURE

The parties agree that electronic assistive technology for the disabled is a critical tool for making efficient information exchange possible and that such technology shall be in place to support the BIWC.

- A. WDD has purchased and installed the shared technology system in the BIWC. Maintenance and enhancement costs will be shared by all BIWC Partners as specified by section XI. A. How Costs of Services and Activities Shall Be Allocated/Shared Among Big Island Workplace Connection Partners.
- B. System security and confidentiality shall be agreed upon by all parties and recorded in an Information Security and Access Agreement to be signed by individuals using the system.

VI. CAPACITY BUILDING

- A. Parties to the MOU agree that high standards of professional service and conduct as well as professional work environments are required in the BIWC.
- B. BIWC staff will utilize continuous improvement tools and methods such as Malcolm Baldrige Total Quality Management, Simply Better, and others.
- C. Capacity-building efforts shall be examined periodically for their effectiveness in staff adaptability to change, improvements in customer service, and continuous improvement progress.
- D. The parties agree to ensure collaboration with State and regional efforts to identified capacity building needs.

VII. MARKETING

The parties to the MOU agree that a collaborative marketing strategy informing job seekers, employed individuals, employers and the community at large about the services available through the BIWC will be required and will be developed.

VIII. SITE SUPERVISION

- A. Parties to the MOU recognize that by implementing BIWC operations, broad-based agency practices and management structures as well as day-to-day BIWC site supervision will need to be negotiated. Parties to the MOU agree to work out in advance (and specify in relevant agreements) any arrangements for supervision.
- B. BIWC Partners also agree to respect each other's organizational practices and management structures in the provision of services under the agreement.

IX. FUTURE GRANT FUNDING

The parties agree that awards from grant applications submitted in the behalf of the BIWC will go to the BIWC and not the respective entity or entities that applied for the funds.

X. DESIGNATION OF FISCAL AGENT

The Mayor, with the agreement of the BIWC Partners, may designate a fiscal agent with the authority to carryout the fiscal activities for the BIWC.

XI. COST ALLOCATION

In accordance with the Title 1 of the Workforce Investment Act of 1998 (WIA) Program, each local workforce investment area must establish a One-Stop System which is accessible at not less that one physical center (referred to as a one-stop center), where core services are made available and access to other activities can be carried out by its One-Stop Partners.

The County of Hawai'i has been selected by the Hawai'i County Workforce Investment Board and required partners to be the designated One-Stop Operator. The County of Hawai'i's One-Stop Center is currently located at 1990 Kino'ole Street, Hilo, Hawai'i, 96720. Located within the One-Stop facility

are the Workforce Development Division, State Unemployment Insurance Division, Department of Human Services, Office of Housing and Community Development, and Hawai'i Community College operations. Program services from the remaining six partners including Alu Like, Inc., Community School for Adults, Hawai'i County Economic Opportunity Council, Senior Community Service Employment Program, Vocational Rehabilitation & Services to the Blind Division, and Maui Economic Opportunity, Inc. are provided through their own agency locations, called "specialized" One-Stop Service Delivery system points.

Because WIA mandates that core activities be available at the One-Stop center, a uniform policy for cost allocation and resource sharing is necessary. This policy will be in accordance with the WIA Program rules, as well as, with the OMB Circulars A-21, A-87, A-110, ASMB C-10 and any other federal and/or State guidance as appropriate.

As required, the County of Hawai'i has created a Cost Allocation Plan to allocate fair and equitable costs of the BIWC operations, which is proportionate to the use of the system by individuals attributable to the partner's program.

The plan represents three distinct pieces: Shared Resources – Allocated Share of Staff Time, Allocation of One-Stop Common Operating Costs, and Paying for Allocated Common/Shared Costs.

A. Shared Resources

Resource sharing is the methodology through which One-Stop partner programs pay for, or fund, their equitable share of the costs in either cash or resources. Costs are paid through in-kind services or contributions. The BIWC utilizes this methodology to show how partners will allocate staff time (in hours) and show what the partner agency contribution will be.

B. Allocation of Costs

Cost Allocation is a methodology, which is based on the premise that Federal programs are to bear an equitable proportion of shared costs, based on the benefit received by each program - costs of running programs can be charged back to the respective programs and they directly benefit the program. (ie. Rent is directly charged to programs and benefits the programs directly.)

Shared costs are those costs associated with the use of common areas within the One-Stop center. Common areas may include, but not limited to: the resource room and the reception area.

The BIWC utilizes this methodology to show how partners allocate share of common operating costs. Shared costs are determined by a partner's proportionate use of the system and include, but is not limited to the following:

- a. facilities costs such as rent, utilities, and maintenance;
- b. equipment/technology costs such as copier maintenance/leases, telephone, fax, and data lines;
- c. common area supplies;
- d. marketing; and
- e. subscriptions.

The One-Stop operator, in cooperation with the BIWC partners will determine shared common costs which are fair and equitable. A budget sheet will detail the cost of the common areas in addition to defining the allocated share of cost for each One-Stop partner who benefits from the partnership.

C. Paying for Allocated Share of Common Costs

BIWC Partners are required to pay to cover their share of common costs of the BIWC. To reimburse their fair share of common costs, partners have the choice of paying, covering, or offsetting expenses, through cash payments, direct payments for various common area related expense items, providing services, or providing in-kind contributions including, but not limited to, the following:

- a. attending BIWC meetings to engage in discussions of the BIWC services;
- b. attending job fairs, workshops, and forums to discuss the services at the BIWC;
- c. providing BIWC service information to participants and employers; and
- d. assist in the outreach of the BIWC services.

Partners will choose one or a combination of more than one method of paying for their allocated share of costs.

D. Methods of Tracking Contributions

All partners will be required to provide quarterly reports to account for their proportionate share of the common operating costs, the partner's current quarter contribution and balances. These quarterly reports will be due 30 days after the end of the quarter. All partners will be required to keep records to support data being reported.

E. Agreement Modification

The BIWC Partners recognize that modification may, and likely will be, necessary during the period of the MOU. The BIWC Partners in the MOU will undertake modification collaboratively. Any modification to this MOU, to be valid, must be in writing and signed by all partners. Oral modification shall have no effect. If any provision of the MOU is held invalid, the remainder of the MOU shall not be affected.

F. Monitoring

The BIWC Partners agree that performance and operations, as well as the cost allocations methodology, of this MOU will be reviewed by the OHCD quarterly. The OHCD will provide the partners the results of this review so the partners may determine if they wish to modify the MOU in accordance with Section E.

XII. CONFIDENTIALITY

Parties to this MOU agree to comply with the confidentiality provisions of WIA Sections 10850 of the Welfare and Institutions code, Hawai'i Administrative Rules, Employment Security Law of the State of Hawai'i, and/or any other BIWC Partner's statute or requirement as applicable to assure that:

- A. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be kept confidential by each BIWC Partner

except that such information may be shared with other BIWC Partners purposes directly connected with the delivery of such services.

- B. No person will publish or disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to BIWC applicants, participants, or customers overall.

GENERAL TERMS AND PROVISIONS

I. APPROVAL

This MOU is of no force or effect until signed by authorized representatives of all BIWC Partner agencies and until approved by the Mayor of the County of Hawai'i. The MOU, once signed, becomes a part of the HCWIB local plan. Individual signatories to this agreement may or may not be represented on the HCWIB itself, at local discretion. BIWC Partners cannot commence activities under this MOU until HCWIB approval has been obtained.

II. NON-FINANCIAL AGREEMENT CLAUSE

This MOU binds no party or the BIWC Partner to the financial obligation(s) to any other. Any financial or fiduciary arrangements involving the BIWC will be outlined in separate financial agreement(s) between the HCWIB and respective BIWC Partner agencies.

III. TERM/DURATION AGREEMENT CLAUSE

The term of this agreement is from July 1, 2008 to June 30, 2010. BIWC Partner(s) may request in writing any amendment to the MOU through the HCWIB. The HCWIB may amend the MOU whenever the Board determines it is appropriate or necessary. To be valid, any modifications to this Agreement must be in writing, signed and dated under the conditions agreed upon by all the BIWC Partners, and attached to the original Agreement.

[The HCWIB reserves the right to extend the term of agreement for another period of up to twelve (12) months, contingent on the performance of the BIWC Partners meeting and/or exceeding the performance measures set by the HCWIB in the local plan. Extension approval must be made prior to June 30, 2009 and must be mutually agreed upon by the HCWIB and the BIWC Partners.]

IV. TERMINATION

A. Termination

The agreement may be terminated by any of the parties upon written notice to the other parties with cause or upon 30 days of written notice to the other parties without cause.

B. Termination for Cause

The HCWIB may terminate any practice related to failure to perform the provisions or requirements of this MOU, and it may proceed with the work required under affected provision in any manner deemed effective by the BIWC Partners or proper by the State.

V. DISPUTES

Parties shall continue with the responsibilities under this agreement during any dispute. Disputes shall be resolved in a timely manner, directly involving the parties to the dispute. In the event that an impasse should arise between the BIWC Partner(s) and/or the HCWIB regarding the terms and conditions, the performance, or administration of this Agreement, the following procedure will be initiated: (1) the HCWIB and BIWC Partner(s) should document the negotiations and efforts that have taken place to resolve the issue. (2) The HCWIB Chairperson would meet with the local elected official(s) and/or the BIWC Partner(s) and/or the BIWC operator and/or the BIWC site manager based on the nature of the impasse to resolve the issue. (3) If an agreement cannot be reached, the Hawai'i Department of Labor and Industrial Relations will provide assistance in resolving the issue.

VI. AUDIT

The Bureau of State Audits, the Mayor, and other parties as appropriate, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to performance under this MOU, subject to the confidentiality requirements stated in section XII. CONFIDENTIALITY. Auditors will be allowed access to such information or records during normal business hours. Parties to the MOU agree to maintain such records for three years unless differing periods are stipulated by impacted funding sources. Further, the parties to this MOU agree to include similar audit provisions in any related contract, subcontract or other financial agreement.

VII. DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, creed, religion, national origin, physical or mental disability, medical conditions, and age, veteran's status, or marital status. Parties shall comply with the provisions Hawaii Revised Statutes (HRS) Chapter 378 part 1, and the Hawai'i Administrative Rules (HAR) Chapter 12 - 46 and related, applicable regulations. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement.

Parties assure compliance with the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

Parties to this MOU shall include non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.

VIII. GOVERNING LAW

This MOU is governed by and shall be interpreted in accordance with the laws of the State of Hawai'i, State WIA enabling legislation, and the Workforce Investment Act of 1998.

IX. UNENFORCEABLE PROVISIONS

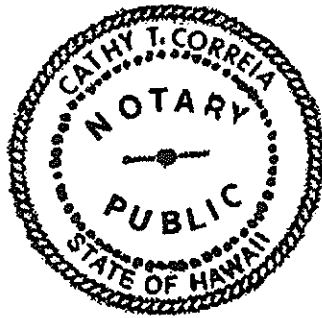
In the event that any provision of this MOU is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect, and shall not be affected.

X. RESOLUTION

The Hawai'i County Workforce Investment Area must agree to a resolution, order, motion, or ordinance of the Mayor whom by law may authorize designation of the area, boards, and operators comprising the system and parties to this MOU. Such resolution or order must be provided to the State as part of the local Workforce Investment Plan.

STATE OF HAWAII)
) SS:
COUNTY OF HAWAII)

On July 3, 2008, before me personally appeared DIXIE KAETSU, to me personally known, who, being by me duly sworn, did say that DIXIE KAETSU is the Managing Director of the County of Hawai'i, a municipal corporation of the State of Hawai'i; that the seal affixed to the foregoing instrument is the corporate seal of said County of Hawai'i; that the foregoing instrument was signed and sealed in behalf of the County of Hawai'i by authority given to said Mayor of the County Hawai'i of by Section 5-1.3(g) of the County Charter, County of Hawai'i (2000), as amended, and assigned by the Mayor to the Managing Director pursuant to Section 6-1.3(h) of the County Charter; and said DIXIE KAETSU acknowledged said instrument to be the free act and deed of said County of Hawai'i.



Cathy T. Correia

CATHY T. CORREIA
Notary Public, State of Hawai'i

My commission expires: 10/13/2010

ATTACHMENT I

**Contact Information for
Partner Agencies**

CONTACT PERSONS

Only those individuals named below should be contacted regarding contents of this MOU, related financial agreements, or WIA reporting or planning as relates to this MOU.

Partner Agency	Name/Title	Area of Responsibility	Phone & Fax Numbers	E-Mail Address
Alu Like, Inc. (Native Americans)	Carla Kurokawa Employment & Training Manager	Employment Services for Native Americans	961-2625 935-6084 fax	ckurokawa@alulike.org
Hilo Community School for Adults	Leonard Paik Principal	Education for Adults and Community	974-4100 974-6170 fax	lenny_paik@notes.k12.hi.us
Hawai'i Community College	Sara Narimatsu Director, OCET	Education & Training	974-7531 974-7487 fax	saran@hawaii.edu
Hawai'i County Economic Opportunity Council (HCEOC) Community Block Grant	George Yokoyama Executive Director	Community Action Agency	961-2681 935-9213 fax	hceoc_cs@interpac.net
County of Hawai'i Office of Housing and Community Development (OHCD)	Sharon Hirota	Section 8 Rent Subsidy Program	959-4642 959-9308 fax	ohcdeh@co.hawaii.hi.us
Department of Human Services (DHS)	Bert Hashimoto Neighbor Island Branch Administrator (Acting)	Public Assistance for Eligible Individuals	981-7287 981-7289 fax	bhashimoto@dhs.hawaii.gov
Senior Community Service Employment Program (via Hawai'i County Office of Aging)	Alan Parker Executive Director	Employment Services for Eligible Older Americans	961-8600 961-8603 fax	arparker@hcoahawaii.org
Unemployment Insurance (UI)	Alvin Inoue Branch Manager	Provide Information on Filing of Unemployment Insurance and Printed Material	974-4086 974-4085 fax	Alvin.s.inoue@hawaii.gov
Vocational Rehabilitation (DVR)	Alison Lee Hawai'i Branch Administrator	Employment Services for Persons with Disabilities	974-6444 974-6450 fax	alee@dhs.hawaii.gov
Workforce Development Division (WDD)	Blayne Hanagami Branch Manager	Workforce Investment Act and Wagner/Peyser	981-2860 981-2880 fax	bhanagami@dir.state.hi.us
Maui Economic Opportunity, Inc.	Gerald Lum Community Services Director	Migrant Seasonal Farmworker Jobs Program	249-2970 249-2971 fax	glum@meoinc.org

ATTACHMENT II

Hawai'i County One-Stop System
WIA Programs Delivered by Partners

Alu Like HCSA HawCC HCEOC MEO OHCD- Sec 8 DHS SCSEP UI DVR WDD

	Alu Like	HCSA	HawCC	HCEOC	MEO	OHCD- Sec 8	DHS	SCSEP	UI	DVR	WDD
Intensive Services											
Comprehensive & specialized testing & assessment	X	X	X	X						X	X
Development of an individual employment plan	X		X	X	X			X		X	X
Group Counseling	X		X								X
Individual Counseling & Career Planning	X	X	X	X	X			X		X	X
Case management for seeking training services	X			X	X					X	X
Short term pre-vocational services	X	X	X	X						X	X
Work experience in the private or public sector	X		X	X		X				X	X
Tryout Employment	X									X	X

Alu Like HCSA HawCC HCEOC MEO OHCD- Sec 8 DHS SCSEP UI DVR WDD

	Alu Like	HCSA	HawCC	HCEOC	MEO	OHCD- Sec 8	DHS	SCSEP	UI	DVR	WDD
Training Services											
Occupational skill training	X	X	X	X	X					X	X
On-the-job Training	X			X	X					X	X
Programs that combine training w/related instruction; cooperative education programs	X	X	X	X						X	X
Training programs operated by the private sector	X				X					X	X
Skill upgrading and retaining	X	X	X	X	X					X	X
Entrepreneurial and small business development technical assistance and training	X		X							X	X
Job readiness training	X	X	X	X	X					X	X
Adult basic education, GED attainment, literacy training & ESL training	X	X	X								X

MEMORANDUM OF UNDERSTANDING
SIGNATURE PAGES

SIGNATURE PAGE 1

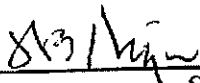
Chief Elected Official:

 JUL - 3 2008
Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director
Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

 6/17/08
Signature & Date

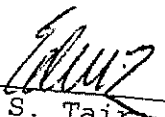
Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

Other Parties to the Agreement:

 6/16/08
Signature & Date

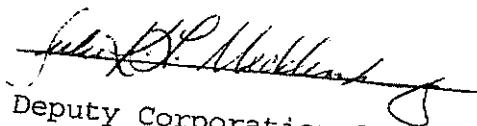
RECOMMEND APPROVAL:


Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

Date: 06/30/08

Unemployment Insurance Division

APPROVAL AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel
County of Hawai'i

SIGNATURE PAGE 1

Chief Elected Official:

Maellor JUL - 3 2008

Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

AKL 6/17/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

Other Parties to the Agreement:

Durbin Perkins 6/24/08
Signature & Date

State of Hawai'i, Department of Human Services
Agency or Organization

RECOMMEND APPROVAL:

[Signature]
Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

1 Ranch Administrator
APPROVAL AS TO FORM
AND LEGALITY:

[Signature]
Deputy Corporation
Counsel

Date:

SIGNATURE PAGE 1

Chief Elected Official:

Maebbs JUL - 3 2008
Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director
Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

8/13/08 6/17/08
Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

Other Parties to the Agreement:

Maebbs JUL - 3 2008
Signature & Date

County of Hawai'i
Agency or Organization

RECOMMEND APPROVAL:

Edwin S. Taira
Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development


APPROVAL AS TO FORM
AND LEGALITY:

Julie P. ...
Deputy Corporation Counsel
County of Hawai'i

Date: 08/30/08

SIGNATURE PAGE 1

Chief Elected Official:

 JUL - 3 2008

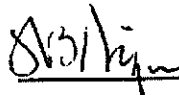
Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

 6/17/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

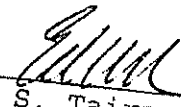
Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

Other Parties to the Agreement:

 6/19/08

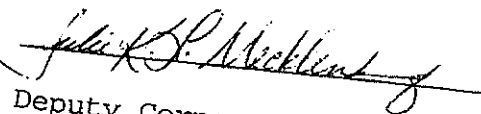
Signature & Date

RECOMMEND APPROVAL:


Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

Date: 06/30/08


APPROVAL AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel
County of Hawai'i

Date:

SIGNATURE PAGE 1

Chief Elected Official:

 JUL - 3 2008

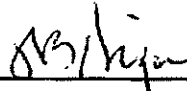
Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

 6/17/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

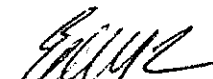
Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

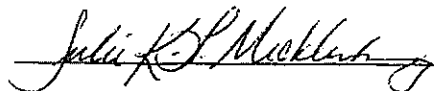
Other Parties to the Agreement:

 6/25/08

RECOMMEND APPROVAL:

APPROVAL AS TO FORM
AND LEGALITY:


Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development


Deputy Corporation Counsel
County of Hawai'i

Date: 06/30/08

Date: 7/2/08

SIGNATURE PAGE 1

Chief Elected Official:



JUL - 3 2008

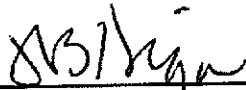
Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:



6/23/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

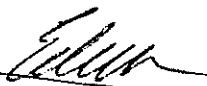
Other Parties to the Agreement:



June 18, 2008

Signature & Date

RECOMMEND APPROVAL:

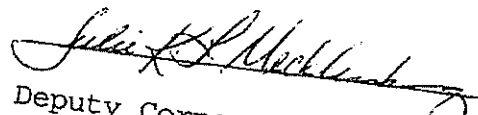


Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

Date: 06/30/08

Opportunity, Inc.

APPROVAL AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel
County of Hawai'i

SIGNATURE PAGE 1

Chief Elected Official:

Maitor

JUL - 3 2008

Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

W. Higaki

6/17/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

Other Parties to the Agreement:

Serge L. Williams

6/27/08

Signature & Date

Hawai'i County Economic Opportunity Council
Agency or Organization

RECOMMEND APPROVAL:

Edwin S. Taira

Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

APPROVAL AS TO FORM
AND LEGALITY:

Julie A. L. Wickham

Deputy Corporation Counsel
County of Hawai'i

Date: 6/17/08

SIGNATURE PAGE 1

Chief Elected Official:



JUL - 3 2008

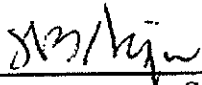
Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

 6/17/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer


Other Parties to the Agreement:

 6/16/08

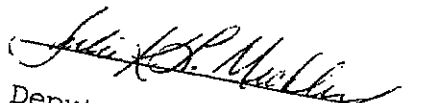
Signature & Date

State of Hawai'i, Dept. of Labor & Industrial Relations
Workforce Development Division
Agency or Organization

RECOMMEND APPROVAL:


Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

APPROVAL AS TO FORM
AND LEGALITY:


Deputy

Date

SIGNATURE PAGE 1

Chief Elected Official:



JUL - 3 2008

Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

 6/17/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

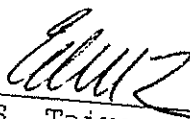
Other Parties to the Agreement:

 6/25/08

Signature & Date


Hawai'i Community College

RECOMMEND APPROVAL:



Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

APPROVAL AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel
County of Hawai'i

Date: 6/30/08

SIGNATURE PAGE 1

Chief Elected Official:

Maeda

JUL - 3 2008

Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

W. Higaki

6/17/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Act, Vice-Chair
Name & Title of Authorized Officer

Other Parties to the Agreement:

Alan Parker

JUN 26 2008

Signature & Date

Office of Aging, Senior Training and Employment Program
RECOMMEND APPROVAL: _____
Agency or Organization

Edwin S. Taira
Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

Date: 06/20/08

APPROVAL AS TO FORM
AND LEGALITY:

Julia L. Mecklenburg
Deputy Corporation Counsel
County of Hawai'i

SIGNATURE PAGE 1

Chief Elected Official:

Maibor

JUL - 3 2008

Signature & Date

County Of Hawai'i
Agency or Organization

DIXIE KAETSU Managing Director

Name & Title of Authorized Officer

Hawai'i County Workforce Investment Board Chair:

D. B. Higin 6/17/08

Signature & Date

Hawai'i County Workforce Investment Board
Agency or Organization

Wayne Higaki, Hawai'i County Workforce Investment Board Vice-Chair
Name & Title of Authorized Officer

Other Parties to the Agreement:

Carol Henderson

Signature & Date

RECOMMEND APPROVAL:

E. S. Taira

Edwin S. Taira
Housing Administrator
Office of Housing and
Community Development

Date: 06/30/08

... Inc.

APPROVAL AS TO FORM
AND LEGALITY:

Julia H. ...
Deputy Corporation Counsel
County of Hawai'i

Date: