**MEMORANDUM OF UNDERSTANDING (MOU)**
An Agreement between the Maui Workforce Investment Board
and its One Stop Resource Center 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 Maui, and entered into in the spirit of cooperation and collaboration by the Maui County Workforce Investment Board, hereafter referred to as the "MCWIB" and the Maui One Stop Service Delivery Partners, which 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 MCWIB and One Stop Service Delivery Partners will be able to provide one-stop services for employers, their employees, those seeking employment, and other interested parties within the County of Maui.

The purpose of WorkSource Maui (our One Stop Career Resource Center) 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.

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 ONE STOP SERVICE DELIVERY SYSTEM

The vision/mission of the WorkSource Maui is to advance the economic well being of the County of Maui 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 (WIA) identifies the one-stop system as the service delivery system for WIA and the One Stop Service Delivery Partner programs. In Maui County, WorkSource Maui has been designated as the WIA one-stop delivery system. The following are the parties involved with the administration and operation of the One Stop Service Delivery System.

A. The MCWIB, in partnership with the Mayor of the County of Maui, was established for the purposes of developing the local workforce investment plan and performs the functions described in WIA Section 117(d).

B. The MCWIB, with the agreement of the Mayor of the County of Maui have the mutual commitment and cooperation of the following One Stop Service Delivery Partners to operate WorkSource Maui:

| Agency | Required Funding Source under WIA |
|---|---|
| Alu Like, Inc. | WIA Title I |
| Maui Community School for Adults (MCSA) | WIA Title II |
| DHS Vocational Rehabilitation | WIA Title IV |
| Job Corps Hawaii | WIA Title I |
| Maui Community College (MCC) | Post Secondary Vocational Education |
| Maui County Office of Housing and Human Concerns (HHC) | Section 8 Housing Assistance Payments Program |
| Community Development Block Grant | Community Services Block Grant |
| Unemployment Insurance (UI) | Federal Unemployment Insurance |
| Workforce Development Division - Maui Branch (WDD) | Wagner-Peyser Act, WIA Title I, Welfare-to-Work, Trade Adjustment Assistance (TAA), NAFTA Transitional TAA, Veterans Employment & Training Programs, Migrant & Seasonal Farm Worker, Title V of the Older Americans Act of 1965 |
| Maui Economic Opportunity, Inc. (MEO) | Migrant & Seasonal Farm Worker, Title V of the Older Americans Act of 1965 |

(See Attachment I for contact persons for the above.)

## IV. CUSTOMER SERVICES TO BE PROVIDED THROUGH THE ONE STOP CAREER CENTER

Services shall be focused on two customer groups – job seekers and employers. Services shall be available at or through WorkSource Maui.

### 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 WorkSource Maui;
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 WorkSource Maui;
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 services as determined by a One Stop Service Delivery 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 pre-vocational 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 One Stop Service Delivery 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 One Stop Service Delivery Partner agency's governing legislation.

D. ONE STOP SERVICE DELIVERY PARTNERS PROVIDING CORE, INTENSIVE, TRAINING SERVICES

(See Attachment II)

E. EMPLOYER SERVICES

Parties to the MOU acknowledge that employers are the primary One Stop Service Delivery customer and agree that:

1. Direct employer input shall be sought in matters related to WorkSource Maui's planning and operations;
2. The guidance of the employer members of the MCWIB 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 WorkSource Maui 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 & Workers Compensation claims;
   k. Program information and preliminary screening for program eligibility of prospective employees;
   l. Information on eligibility for housing assistance;
   m. Employer Directory;
   n. Video interviewing capabilities;
   o. Application screening and job matching.

F. 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 customer will be $1,500.00. ITA's will have a duration of twelve (12) months and no more than one ITA will be allowed per participant per program year. ITA's may be extended if the class is postponed or cancelled. 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 MCWIB 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 MCWIB 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.

G. METHODS OF REFERRAL

Parties to the MOU agree to develop, implement, and modify the processes, procedures, and forms necessary for the seamless referral of WorkSource Maui 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 One Stop Service Delivery Partner agency to another One Stop Service Delivery Partner agency require that:

1. An individual receive at least one core service before being referred to intensive services and at least one intensive service before being referred to training services.
2. Customers receive a referral form with a list of appropriate referrals made by the referring agency.
3. Share mutually agreed upon intake and service history information, and assessment results, in accordance with applicable federal, state statutes and if and when appropriate.
4. One Stop Service Delivery 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. That 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 One Stop Service Delivery Partners shall prevail.

Customer referrals from non-One Stop Service Delivery Partner agencies to One Stop Service Delivery System Partners will require that referring agencies:

1. Notify WorkSource Maui (One Stop Service Delivery Partner) of the referral by telephone.
2. Agency staff making the appointment follow-up within two working days of the scheduled appointment to insure a continuum of services for the customer.
3. Share mutually agreed upon and intake and enrollment information, and assessment results, in accordance with applicable federal, state statutes and if and when appropriate.
4. Adhere to their respective laws and procedures regarding confidentiality and will share only that customer information that is pertinent and necessary for the provision of services required by the customer. That 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 referring agency shall prevail.

H. 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 One Stop Service Delivery Partner agency offices or at the sites of training or services providers. For the County of Maui, the following comprehensive core service One Stop Center site(s) have been established:

| **Agency** | **Address** | Telephone | Hours of Operation |
|---|---|---|---|
| WDD Maui / WorkSource Maui (services both Maui and Lanai) | 2064 Wells Street<br>Suite 108<br>Wailuku, HI 96793 | 984-2091 | 7:45 a.m. to 4:30 p.m. |
| WDD Molokai / WorkSource Molokai | 75 Makaena Street<br>Kaunakakai, HI 96748 | 553-1755 | 7:45 a.m. to 4:30 p.m. |

Additionally, the following "specialized" One Stop Service Delivery system points have been established:

| **Agency** | **Address** | Telephone | Hours of Operation |
|---|---|---|---|
| Alu Like, Inc. | 1977 Kaohu Street<br>Wailuku, HI 96793 | 242-9774 | 8:00 a.m. to 4:30 p.m. |
| MCSA | 179 Kaahumanu Avenue<br>Kahului, HI 96732 | 873-3082 | 7:30 a.m. to 4:30 p.m. |
| DHS-VRS | 54 South High St., Rm. 309<br>Wailuku, HI 96793 | 984-8350 | 7:45 a.m. to 4:30 p.m. |
| Job Corps Hawaii | 500 Ike Drive<br>Makawao, HI 96768 | 579-8450 | 7:45 a.m. to 4:30 p.m. |
| MCC | 310 Kaahumanu Avenue<br>Kahului, HI 96732 | 984-3553 | 8:00 a.m. to 4:30 p.m. |
| HHC (Section 8) | 86 Kamehameha Avenue<br>Kahului, HI 96732 | 270-7751 | 7:45 a.m. to 4:30 p.m. |
| UI | 54 South High St., Rm. 201<br>Wailuku, HI 96793 | 984-8400 | 7:45 a.m. to 4:30 p.m. |
| MEO | 99 Mahalani Street<br>Wailuku, HI 96793 | 249-2990 | 7:45 a.m. to 4:30 p.m. |

## V. TECHNOLOGY AND SYSTEM INFRASTRUCTURE

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

A. WDD will continue to procure and maintain the shared technology system for the WIA program. Maintenance and enhancement costs eventually may be shared by all One Stop Service Delivery Partners as specified by section XI. A. How Costs of Services and Activities Shall Be Allocated/Shared Among One Stop Service Delivery 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 at WorkSource Maui.

B. System 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 WorkSource Maui will be required and will be developed.

## VIII. SITE SUPERVISION

A. Parties to the MOU recognize that by implementing WorkSource Maui's operations, broad-based agency practices and management structures as well as day-to-day WorkSource Maui 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. One Stop Service Delivery 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 on behalf of WorkSource Maui will go to the County of Maui (OED) on behalf of WorkSource Maui, and not the respective entity or entities that applied for the funds.

## X. DESIGNATION OF FISCAL AGENT

The Mayor, with the agreement of the One Stop Service Delivery Partners, may designate a fiscal agent with the authority to carry out the fiscal activities for WorkSource Maui.

## XI. COST ALLOCATION & RESOURCE SHARING

### A. How Career Connection Costs Shall Be Allocated Among the One Stop Center Partners.

The One Stop Center (WorkSource Maui) operator will identify its expected total operational costs including its direct costs, shared costs, and indirect costs. Once these costs have been determined, a budget will be prepared to describe the total common costs of the system. The budget will also include how much of the total costs are allocable to each partner.

Each partner acknowledges that as a result of their participation in WorkSource Maui there will be a minimum benefit realized by their respective agency and their customers. And that initially each partner will equally benefit from the services provided at WorkSource Maui. WorkSource Maui, with agreeance from the One Stop Partners, has developed a cost allocation plan that demonstrates a methodology of benefit and contribution.

### B. Resource Sharing and Paying for the Allocated Shares of One Stop Resource Center Costs.

Cash and/or other resources including in-kind contributions will be acceptable methods of payment by partner program operators. Under no circumstances will any partner program pay for more than its total allocable share of total allowable costs and/or pay for costs that are not allowable under its governing statutes and regulations. A budget will detail how each partner's program will fund its allocable fair share.

### C. Review of Cost Allocation & Resource Sharing Methods.

The cost allocation method(s) used to determine the equitable allocation of costs will be effective for the term of this agreement, and may be modified, following the terms and provision(s) of this agreement.

One Stop Resource Center costs, partner resource sharing methods of payments, and the value of obligations shall be reviewed quarterly and the One Stop Resource Center budgets adjusted to best conform to actual circumstances.

Any cost allocation plan that is developed and/or implemented must be reviewed and discussed periodically by all parties. Modifications to the plan must be mutually agreed upon in writing.

XII. CONFIDENTIALITY

Parties to this MOU agree to comply with the confidentiality provisions of WIA Sections 10850 of the Welfare and Institutions code, Hawaii Administrative Rules, Employment Security Law of the State of Hawaii, and/or any other One Stop Service Delivery 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 One Stop Service Delivery Partner except that such information may be shared with other One Stop Service Delivery 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 WorkSource Maui 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 One Stop Service Delivery Partner agencies and until approved by the Mayor of the County of Maui. The MOU, once signed, becomes a part of the MCWIB local plan. Individual signatories to this agreement may or may not be represented on the MCWIB itself, at local discretion. One Stop Service Delivery Partners cannot commence activities under this MOU until State Workforce Investment Board approval has been obtained.

## II. NON-FINANCIAL AGREEMENT CLAUSE

This MOU binds no party or the One Stop Service Delivery Partner to the financial obligation(s) to any other. Any financial or fiduciary arrangements involving WorkSource Maui will be outlined in separate financial agreement(s) between the MCWIB and respective One Stop Service Delivery Partner agencies.

## III. TERM/DURATION AGREEMENT CLAUSE

The term of this agreement is from July 1, 2007 to June 30, 2009. Unless otherwise prescribed by the MCWIB or the County.

One Stop Service Delivery Partner(s) may request in writing any amendment to the MOU through the MCWIB. The MCWIB 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 One Stop Service Delivery Partners, and attached to the original Agreement.

The MCWIB reserves the right to extend the term of agreement for another period of up to twelve (12) months, contingent on the performance of the One Stop Service Delivery Partners meeting and/or exceeding the performance measures set by the MCWIB in the local plan. Extension approval must be made prior to June 30, 2009 and must be mutually agreed upon by the MCWIB and the One Stop Service Delivery 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 MCWIB 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 effected provision in any manner deemed effective by the One Stop Service Delivery 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 One Stop Service Delivery Partner(s) and/or the MCWIB regarding the terms and conditions, the performance, or administration of this Agreement, the following procedure will be initiated: (1) the MCWIB and One Stop Service Delivery Partner(s) should document the negotiations and efforts that have taken place to resolve the issue. (2) The MCWIB Chairperson would meet with the local elected official(s) and/or the One Stop Service Delivery Partner(s) and/or WorkSource Maui operator and/or WorkSource Maui's site manager based on the nature of the impasse to resolve the issue. (3) If an agreement cannot be reached, the Hawaii 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, age, veteran's status, or marital status. Parties shall comply with the provisions Hawaii Revised Statutes (HRS) Chapter 378 part 1, and the Hawaii 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 effected.

## X. RESOLUTION

The Maui 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.

SIGNATURE PAGE 1

Chief Elected Official:

Charmaine Tavares 12-06-2007

**Signature & Date**

County of Maui

**Agency or Organization**

Charmaine Tavares, Mayor

**Name & Title of Authorized Officer**

Workforce Investment Board Chair:

12/5/07

**Signature & Date**

Maui Workforce Investment Board

**Agency or Organization**

Sananda Baz, Chairperson

**Name & Title of Authorized Officer**

Other Parties to the Agreement:

Mervina K. M Cash Kaeo 1/29/08

**Signature & Date**

Alu Like, Inc.

**Agency or Organization**

Mervina K.M. Cash-Kaeo, President/CEO

Winona Whitman, Employment and Training Program Administrator

**Name & Title of Authorized Officer**

**Signature & Date**

Maui Community School for Adults

**Agency or Organization**

Gwen Ueoka, Principal

**Name & Title of Authorized Officer**

**Signature & Date**

Department of Human Services, Vocational Rehabilitation

**Agency or Organization**

Paul Kiang, Maui Branch Administrator

**Name & Title of Authorized Officer**

**Signature & Date**

Hawaii Job Corps Center

**Agency or Organization**

Robert Upton, Site Director

**Name & Title of Authorized Officer**

Lori Govaars 12/6/07

**Signature & Date**

Maui Community College

**Agency or Organization**

Lori Govaars, Director

**Name & Title of Authorized Officer**

Dec 6, 2007

**Signature & Date**

State of Hawaii, Unemployment Insurance Division

**Agency or Organization**

Faith Nagata, Branch Manager

**Name & Title of Authorized Officer**

12/5/07

**Signature & Date**

Maui Economic Opportunity

**Agency or Organization**

Sanada Baz, Executive Director

**Name & Title of Authorized Officer**

12/6/07

**Signature & Date**

Workforce Development Division

**Agency or Organization**

Kevin Kimizuka, Branch Manager

**Name & Title of Authorized Officer**