

City and County of Honolulu

WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

AMERICAN JOB CENTER NETWORK

MEMORANDUM OF UNDERSTANDING

2023-2026

Table of Contents

1. PURPOSE.....	2
2. VISION/MISSION OF THE AJC	2
3. PARTNERS	4
4. PARTNER SERVICES TO BE PROVIDED THROUGH THE AJC.....	8
BUSINESS SERVICES.....	8
JOB SEEKER SERVICES	8
Basic Career Services:	8
Individualized Career Services:	9
Training Services:	9
YOUTH SERVICES.....	9
5. METHODS OF REFERRAL.....	10
6. ROLES AND RESPONSIBILITIES OF ALL PARTIES	10
MAYOR	11
OWDB	11
LOCAL WORKFORCE DEVELOPMENT BOARD STAFF	12
PARTNERS.....	12
ONE-STOP OPERATOR	12
7. CAPACITY BUILDING	13
8. MARKETING	13
9. SITE SUPERVISION	13
10. COST ALLOCATION	13
11. ACCESSIBILITY	14
12. CONFIDENTIALITY	14
13. GENERAL TERMS AND PROVISIONS	14
A. APPROVAL	14
B. MODIFICATION	15
C. DISPUTES AND RESOLUTIONS.....	15
D. TERMINATION	15
E. EFFECTIVE PERIOD	16
F. MONITORING/AUDITS.....	16
G. NON-DISCRIMINATION CLAUSE.....	16
H. GOVERNING LAW	17
I. INDEMNIFICATION	17
J. UNENFORCEABLE PROVISIONS	17
K. PRIORITY OF SERVICE	17
SIGNATURE PAGE 1	18

American Job Center Oahu Network

WORKFORCE INNOVATION AND OPPORTUNITY ACT

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is executed between the Chief Local Elected Official, Mayor of the City and County of Honolulu (hereinafter "Mayor"), the Oahu Workforce Development Board ("OWDB"), and the American Job Center One-Stop Partners (hereinafter "Partners"). They are collectively referred to as the "Parties" to this MOU.

1. PURPOSE

The purpose of this MOU is to establish a viable framework in which OWDB and Partners will be able to provide one-stop services for employers, their employees, those seeking employment, and other interested parties within the City and County of Honolulu.

The purpose of the American Job Center ("AJC") is two-fold: (1) 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 employers; and 2) to ensure that workforce development activities are provided by one-stop partners and are accessible at not less than one physical center (referred to as a one-stop), thus giving access to a continuum of workforce activities.

In entering into this agreement, the Parties make the commitment to maintain not only the basic provisions of the Workforce Innovation and Opportunity Act ("WIOA"), but also to enact the basic guiding principles for Oahu'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 (based on clear outcomes to be achieved; mutually negotiated outcomes and methods for measurements; and the means toward measuring and attaining customer satisfaction).

2. VISION OF THE AJC

All job-seekers will have the skills needed for sustainable employment and self-sufficiency now and in the future, and all employers who sustain, grow, and diversify our local economy will have competitively-skilled employees.

To reach this vision the City and County of Honolulu will work to achieve the following goals:

- provide coordinated, aligned services;
- prioritize services to vulnerable populations with barriers to employment as described under WIOA, including veterans, unemployed workers, individuals with disabilities, homeless individuals and Native Hawaiians, which are currently of critical concern in the State;

- **develop sector strategies and support a career pathways system that will integrate education and training, and move skilled job seekers into high need industries and growth industries that will diversify the economy;**
- **support sustainable employment and self-sufficiency; and**
- **fully engage employers in the workforce development system.**

3. PARTNERS

Partner Program	Partner Organization	Signatory Official	Contact Information
WIOA Title I Adult Program	WorkHawaii Division City and County of Honolulu Department of Community Services	Anton Krucky Director	City and County of Honolulu Department of Community Services 925 Dillingham Blvd., Suite 200 Honolulu, HI 96817 808-768-7759 Anton.krucky@honolulu.gov
AEFLA program - Adult Education and Family Literacy Act	Waipahu Community School for Adults McKinley Community School for Adults	Keith Hayashi State Superintendent	Hawaii Department of Education Queen Liliuokalani Building 1390 Miller Street Honolulu, HI 96813 Mailing address: P.O. Box 2360 Honolulu, HI 96804 808-586-3313 Keith_Hayashi@notes.k12.hi.us
Career and Technical Education programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006	Community College System on Oahu	Dr. Erika Lacro Vice President of Community Colleges	University of Hawaii Community Colleges 2444 Dole Street, Bachman 207 Honolulu, HI 96822 808-956-7038 lacro@hawaii.edu
Community Services Block Grant Employment and Training Activities	United States Department of Housing and Urban Development	Jovanie De La Cruz Executive Director	Office of Community Services Department of Labor & Industrial Relations 830 Punchbowl Street, Room 420 Honolulu, HI 96813 808-586-8678 Jovanie.d.delacruz@hawaii.gov

WIOA Title I Dislocated Worker Program	WorkHawaii Division City and County of Honolulu Department of Community Services	Anton Krucky Director	City and County of Honolulu Department of Community Services 925 Dillingham Blvd., Suite 200 Honolulu, HI 96817 808-768-7759 Anton.krucky@honolulu.gov
Housing and Urban Development Program	WorkHawaii Division City and County of Honolulu Department of Community Services	Anton Krucky Director	City and County of Honolulu Department of Community Services 925 Dillingham Blvd., Suite 200 Honolulu, HI 96817 808-768-7759 Anton.krucky@honolulu.gov
Indian & Native American Program WIOA Title	Alu Like, Inc.	Winona Whitman Statewide Department Director, Employment and Training	ALU LIKE, Inc. Central Administration Hale O Nā Limahana 2969 Mapunapuna Place, Suite 200 Honolulu, HI 96819 808-535-6761 wiwhitm@alulike.org
Jobs for Veterans State Grants Chapter 41 of Title 38	Department of Labor and Industrial Relations Workforce Development Division	Maricar Pilotin-Freitas Administrator	Department of Labor and Industrial Relations Workforce Development Division Keelikolani Building 830 Punchbowl Street Honolulu, HI 96813 808-586-8817 maricar.r.pilotin-freitas@hawaii.gov
Job Corps	Job Corps Hawaii	Ellen May Center Director	Hawaii Job Corps Center 41-467 Hihimanu Street Waimanalo, HI 96795 808-259-6005 may.ellen@jobcorps.org
National Farmworker Jobs Program /Migrant & Seasonal Farmworker Programs WIOA Title I	Maui Economic Opportunity, Inc.	Debbie Cabebe Chief Executive Officer	Maui Economic Opportunity, Inc. 99 Mahalani Street Wailuku, HI 96793 808-249-2990 debbie.cabebe@meoinc.org

Programs authorized under the Social Security Act Title IV, part A (TANF)	Department of Human Services	Catherine Betts Director	Department of Human Services Attn: Director's Office P.O. Box 339 Honolulu, HI 96809-0339 (808) 586-4997 cbetts@dhs.hawaii.gov
Senior Community Service Employment Program Title V of the Older Americans Act of 1965	Department of Labor and Industrial Relations Workforce Development Division	Maricar Pilotin-Freitas Administrator	Department of Labor and Industrial Relations Workforce Development Division Keelikolani Building 830 Punchbowl Street Honolulu, HI 96813 808-586-8817 maricar.r.pilotin-freitas@hawaii.gov
Second Chance Act	Department of Human Services	Catherine Betts Director	Department of Human Services Attn: Director's Office P.O. Box 339 Honolulu, HI 96809-0339 (808) 586-4997 cbetts@dhs.hawaii.gov
Respite Companion Services, Program Title V of the Older Americans Act of 1965	Department of Human Services	Catherine Betts Director	Department of Human Services Attn: Director's Office P.O. Box 339 Honolulu, HI 96809-0339 (808) 586-4997 cbetts@dhs.hawaii.gov
State VR program, authorized under Title I of the Rehabilitation Act of 1973, as amended by WIOA Title IV	Department of Human Services	Lea Dias Administrator	Department of Human Services Division of Vocational Rehabilitation 1901 Bachelot Street Honolulu, Hawaii 96817 (808) 586-5275 ldias@dhs.hawaii.gov

Unemployment Compensation Programs	Unemployment Insurance Division	Anne Perreira-Eustaquio Administrator	Department of Labor and Industrial Relations Unemployment Insurance Division 830 Punchbowl Street Room 325 Honolulu, HI 96813 808-586-9069 anne.e.perreira-eustaquio@hawaii.gov
Wagner-Peyser Act Employment Service, as authorized under the Wagner- Peyser Act, as amended by WIOA Title III	Department of Labor and Industrial Relations Workforce Development Division	Maricar Pilotin-Freitas Administrator	Department of Labor and Industrial Relations Workforce Development Division Keelikolani Building 830 Punchbowl Street Honolulu, HI 96813 808-586-8817 maricar.r.pilotin-freitas@hawaii.gov
WIOA Title I Youth Program	WorkHawaii Division City and County of Honolulu Department of Community Services	Anton Krucky Director	Department of Community Services 925 Dillingham Blvd., Suite 200 Honolulu, HI 96817 808-768-7759 Anton.krucky@honolulu.gov
YouthBuild	Kāpili Like, Inc	U'ilani Fonoti Executive Director	Kāpili Like, Inc. P.O. Box 155 Waimanalo, HI 96795 808-688-4624 uilani@kapiliike.org

4. PARTNER SERVICES TO BE PROVIDED THROUGH THE AJC

At a minimum, Partners will make the below services available, as applicable to the program, consistent and coordinated via the AJC network system. Additional services may be provided on a case-by-case basis with the approval of the OWDB and Mayor.

BUSINESS SERVICES

- Serve as a single point of contact for businesses, responding to all requests in a timely manner
- Provide information and services related to Unemployment Insurance taxes and claims
- Assist with disability and communication accommodations, including job coaches
- Conduct outreach regarding Local workforce system's services and products
- Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
- Provide access to labor market information
- Provide customized recruitment and job applicant screening, assessment and referral services
- Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts (ITA) with eligible training providers
- Assist with the interpretation of labor market information
- Conduct job fairs
- Develop customized training opportunities to meet specific employer and/or industry cluster needs
- Use of one-stop center facilities for recruiting and interviewing job applicants
- Consult on human resources issues
- Coordinate with employers to develop and implement layoff aversion strategies
- Post job vacancies in the state labor exchange system and take and fill job orders
- Provide information regarding disability awareness issues
- Provide incumbent worker upgrade training through various modalities
- Provide information regarding workforce development initiatives and programs
- Provide information regarding assistive technology and communication accommodations
- Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES

Basic Career Services:

- Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system
- Initial assessments of skill level(s), aptitudes, abilities, and supportive service needs
- In-and-out of area job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)
- Access to employment opportunity and labor market information
- Performance information and program costs for eligible providers of training, education, and workforce services
- Information on performance of the Local workforce system
- Information on the availability of supportive services and referral to such, as appropriate
- Information and meaningful assistance on Unemployment Insurance claim filing
- Determination of potential eligibility for workforce Partner services, programs, and referral(s)
- Information and assistance in applying for financial aid for training and education programs not provided under WIOA

Individualized Career Services:

- Comprehensive and specialized assessments of skills levels and service needs
- Development of an individual employability development plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals
- Referral to training services
- Group counseling
- Literacy activities related to work readiness
- Programs that combine workplace training with related instruction which may include cooperative education
- Information on performance of the Local workforce system
- Individual counseling and career planning
- Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance
- Work experience, transitional jobs, registered apprenticeships, and internships
- Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct services to prepare individuals for unsubsidized employment or training)

Training Services:

- Occupational skills training through ITAs
- On-the-Job training (OJT)
- Incumbent worker training
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training
- Adult education and literacy activities, including activities of English language acquisition

YOUTH SERVICES

- Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential
- Alternative secondary school services, or dropout recovery services, as appropriate
- Paid and unpaid work experiences that have as a component academic and occupational education, which may include Youth Services
- Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities
- Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved
- Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster
- Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate
- Supportive services

- Adult mentoring for the period of participation and a subsequent period, for a total of not less than twelve (12) months
- Follow-up services for not less than twelve (12) months after the completion of participation, as appropriate
- Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate
- Financial literacy education
- Entrepreneurial skills training
- Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services
- Activities that help youth prepare for and transition to postsecondary education and training

5. METHODS OF REFERRAL

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

The primary principle of the Single Sign On system is to provide integrated and seamless delivery of service to workers, job seekers, and employers. In order to facilitate such a system, Partners agree to:

Customer referrals from one Partner to another Partner require that:

1. Partners agree to use the Single Sign On system when identified by the Workforce Development Council.
2. Partners familiarize themselves with basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partner's programs represented in the OWDB AJC network.
3. Partners develop materials summarizing their program requirements and making them available for Partners and customers.
4. Partners regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys.
5. Partners commit to actively follow up on the results of referrals and ensuring that Partner resources are being leveraged at an optimal level.

6. ROLES AND RESPONSIBILITIES OF ALL PARTIES

The Parties to this agreement will work closely together to ensure that AJC(s) are high-performing work places with staff who will ensure quality of service.

All Parties to this agreement shall comply with:

- Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
- Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
- Section 504 of the Rehabilitation Act of 1973, as amended,
- The Americans with Disabilities Act of 1990 (Public Law 101-336), as amended,
- The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
- Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression

and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,

- The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
- Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
- The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
- All amendments to each, and
- All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs, or religion be excluded from participation in, or denied, any aid, care, service or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

Additionally, all Parties shall:

- Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the Partner Services section above,
- Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
- Agree to participate in a continuous improvement process and increase customer satisfaction, and participate in regularly scheduled Partner meetings to exchange information in support of the above and encourage program and staff integration.

MAYOR

The Mayor will, at a minimum:

- In Partnership with the OWDB and other applicable Partners within the county, develop and submit a single Local Area Plan that includes a description of the activities that shall be undertaken by OWDB and their Partners.
- Approve the OWDB budget and workforce center cost allocation plan, and
- Coordinate with the OWDB to oversee the operations of the AJC Hawaii network on Oahu.

OWDB

The OWDB ensures the workforce-related needs of employers, workers, and job seekers in the local area are met, to the maximum extent possible, with available resources. The OWDB will, at a minimum, in partnership with the Mayor and other applicable Partners within the City and County of Honolulu, develop and submit a Local Area Plan that includes a description of the activities that shall be undertaken by the OWDB and its Partners. This includes, but is not limited to:

- Adequate, sufficient, and accessible one-stop center location(s) and facilities,
- Sufficient numbers and types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
- A human-centered design system of supporting services,
- One or more competitively procured one-stop operators,
- In collaboration with the Mayor, designate through a competitive process, oversee, monitor, implement corrective action, and, if applicable, terminate the one-stop operator(s),

- Determine the role and scope of services of the one-stop operator,
- Approve annual budget allocations for operation of the AJC network, and
- Review and evaluate performance of the AJC and one-stop operator.

LOCAL WORKFORCE DEVELOPMENT BOARD STAFF

- Assist the Mayor and the OWDB with the development and submission of a single Local Area Plan,
- Support the OWDB with the implementation and execution of the local area's vision, goals, objectives, and workforce-related policies, including all duties outlined above,
- Provide operational and grant-specific guidance to the one-stop operator,
- Investigate and resolve elevated customer complaints and grievance issues,
- Prepare regular reports and recommendations to the OWDB, and
- Oversee negotiations and maintenance of MOU with one-stop Partners.

PARTNERS

Partners will further promote system integration to the maximum extent feasible through:

- Cross-training and/or cross informing of staff, as learning opportunities that promote continuous quality improvement,
- Effective communication, information sharing, and collaboration with the one-stop operator,
- Joint planning, policy development, and system design processes,
- Commitment to the joint mission, vision, goals, strategies, and performance measures,
- Use of common intake (core partners), assessment, referral, and case management processes,
- The use of common and/or linked data management systems and data sharing methods, as appropriate, and
- Leveraging of resources, including other public agency and non-profit organization services.

ONE-STOP OPERATOR

The OWDB, with the agreement of the Mayor, competitively procures and selects a One-Stop Operator for the City and County of Honolulu every three (3) years. The next One Stop Operator contract will be executed by July 01, 2025.

The Parties agree that the One-Stop Operator, at a minimum, will:

- Manage daily operations,
- Manage and coordinate Partner responsibilities, as defined by this MOU,
- Coordinate daily work schedules and work flow based upon operational needs, and
- Assist the OWDB in establishing and maintaining the AJC network structure including but not limited to:
 - Ensuring the State requirements for center certification are met and maintained,
 - Ensuring that career services outlined in WIOA sec. 134 (c)(2) are available and accessible,
 - Ensuring that OWDB policies are implemented and adhered to,
 - Adhering to the provisions outlined in the contract with the OWDB and the Local Area Plan,
 - Ensuring staff are properly trained by their formal leadership organization and provided technical assistance, as needed,
 - Integrate systems and coordinate services for the center and its Partners, placing priority on customer service,

- Oversee and coordinate partner, program, and AJC network performance,
- Providing and/or contributing to reports of center activities, as requested by the OWDB,
- Identifying and facilitating the timely resolution of complaints, problems, and other issues,
- Collaborating with the OWDB on efforts designed to ensure the meeting of program performance measures, including data sharing procedures to ensure effective data matching, timely data entry into the case management system,
- Ensuring open communication with Partners in order to facilitate efficient and effective center operations,
- Evaluating customer satisfaction data and proposing service strategy changes to the OWDB based on findings, and
- Manage fiscal responsibilities and records for the center.

7. 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 AJC.
- B. Capacity-building efforts shall be examined periodically for their effectiveness in staff adaptability to change, improvements in customer service, and continuous improvement progress.
- C. The Parties agree to ensure collaboration with State and regional efforts to identified capacity building needs.

8. MARKETING

The Parties to the MOU agree to work with the One-Stop Operator and assist in efforts regarding marketing/rebranding strategy informing job seekers, employed individuals, employers and the community at large about the services available through the AJC will be required and will be developed.

9. SITE SUPERVISION

- A. Parties to the MOU recognize that it is the responsibility of the One-Stop Operator of the AJC to implement broad-based agency practices and management structures as well as provide day-to-day AJC site supervision of all co-located Partners.
- B. Partners also agree to respect each other's organizational practices and management structures in the provision of services under the agreement.

10. COST ALLOCATION

In accordance with the Workforce Innovation and Opportunity Act (WIOA) Program, each local workforce investment area must establish a One-Stop System which is accessible at not less than one physical center (referred to as a one-stop center), where career and training services are made available and access to other activities can be carried out by its Partners.

The One-Stop Operating Budget and Infrastructure Funding Agreement (IFA) was established in order to create a financial plan, including terms and conditions, to fund the services and operating costs of the AJC network. The Parties to this MOU agree that joint funding is an essential foundation for an integrated service delivery system and necessary to maintain the City and County of Honolulu Local Area's high-standard AJC network. The Vision, Mission, System Structure, Terms and Conditions, One-Stop Operating

Budget, and Infrastructure Funding Agreement outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall community.

The cost allocation budget was established according to the WIOA Bulletin No. 12-16.

Monitoring

The Partners agree that performance and operations, as well as the cost allocation methodology, of this MOU will be reviewed by the One-Stop Operator quarterly. The One-Stop Operator 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 13.B.

11. ACCESSIBILITY

Accessibility to the services provided by the AJC(s) and all Partners is essential to meeting the requirements and goals of the AJC network. Job seekers and businesses must be able to access information relevant to them via visits to physical locations as well as in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law.

AJC(s) will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor, will meet the high standards of accessible design. Indoor space will be designed in an "equal and meaningful" manner providing access for individuals with disabilities.

Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All Partners agree that they will provide accommodations for individuals who have communication challenges, including but not limited to individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

12. CONFIDENTIALITY

Parties to this MOU agree to comply with the confidentiality provisions of WIOA, Hawai'i Administrative Rules, Employment Security Law of the State of Hawai'i, and/or any other Partner's law or requirement. Except as otherwise required by law, the Parties agree 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 Partner except that such information may be shared with other Partners for purposes directly connected with the delivery of such services.
- B. No person shall publish, disclose, use, or permit or cause to be published, disclosed or used, any confidential information pertaining to any AJC applicants, participants, or customers.

13. GENERAL TERMS AND PROVISIONS

A. APPROVAL

This MOU is of no force or effect until signed by authorized representatives of all Parties. The MOU, once executed, becomes a part of the OWDB Local Area Plan.

B. MODIFICATION

1. If a Partner wants to modify the MOU, the Partner must first provide written notification to the OWDB chair (or designee) and outline the proposed modifications.
2. Upon notification, the OWDB Chair (or designee) must ensure that discussions and negotiations related to the proposed modification take place with the Partner in a timely manner and as appropriate.
3. Depending upon the type of modification, this can be accomplished through email communications through the OWDB Chair (or designee). If the proposed modification is extensive and is met with opposition, the OWDB Chair (or designee) may need to call a meeting with the Partner to resolve the issue. Upon agreement, a modification will be processed.
4. If it is determined that a Partner is unwilling to agree to the MOU modification, the OWDB Chair (or designee) must ensure that the process in the Dispute and Resolutions section is followed.

C. DISPUTES AND RESOLUTIONS

Parties shall continue with the responsibilities under this MOU 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 Partner and/or the OWDB regarding the terms and conditions, the performance, or administration of this MOU, the following procedure will be initiated: (1) the OWDB and Partners shall document the negotiations and efforts that have taken place to resolve the issue; (2) the OWDB Chairperson shall meet with the Mayor and/or the Partner(s) and/or the One-Stop Operator based on the nature of the impasse to resolve the issue; and (3) if an agreement cannot be reached, the Workforce Development Council will provide assistance in resolving the issue.

D. TERMINATION

This MOU will remain in effect until the end date specified in the Effective Period section below, unless:

- All Parties mutually agree to terminate this MOU prior to the end date.
- Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform under the MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- WIOA is repealed or superseded by subsequent federal law.
- Local area designation is changed under WIOA.
- A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the OWDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching Party(s) shall have the right to terminate this MOU by giving written notice thereof to the Party in breach, upon which termination will go into effect immediately.

Any Party may request to terminate its inclusion in this MOU, including termination by convenience, by following the modification process identified in the Modification Process section above.

In the event of termination, the Parties to the MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed. Any party may request to terminate its inclusion in this MOU by following the modification process identified in the Modification Process section above.

All Parties agree that this MOU shall be reviewed and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services.

E. EFFECTIVE PERIOD

This MOU will become effective when signed by all parties and must terminate on June 30, 2026, unless any of the reasons in the Termination section above apply.

F. MONITORING/AUDITS

The OWDB, or its designated staff, officials from the State and Local administrative entities, and the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

- Federal awards are used for authorized purposes in compliance with laws, regulations, and State policies,
- Those laws, regulations, and policies are enforced properly,
- Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
- Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
- Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
- All MOU terms and conditions are fulfilled.

All Parties to this MOU should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

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 12, 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 (3) 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.

G. NON-DISCRIMINATION CLAUSE

Parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, 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 of 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.

The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, Titles VI and VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, Title IX of the Education

Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

Parties assure compliance with the Americans with Disabilities Act of 1990 ("ADA"), 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 the non-discrimination and compliance provisions of this clause in all related subcontracts or financial agreements.

H. GOVERNING LAW

This MOU is governed by and shall be interpreted in accordance with the laws of the State of Hawai'i. All Parties shall comply with all applicable Federal and State laws and regulations, and local laws of the City and County of Honolulu, State of Hawai'i, Workforce Development Council, and the WIOA.

I. INDEMNIFICATION

The Parties shall defend, indemnify, and hold harmless the Oahu Workforce Development Board, the City and County of Honolulu, the contracting agency, and their officers, employees, and agents from and against any and all liability, loss, damage, cost, expense, including all attorneys' fees, claims, suits, and demands arising out of or in connection with the acts or omissions of the Parties or the Parties' employees, officers, agents, or subcontractors under this MOU. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this MOU. All Parties to this MOU recognize that the Partnership consists of various levels of government, not-for-profit, and for-profit entities. No Partner assumes any responsibility for any other Party, State or non-State, for the consequences of any act or omission of any other Party or any third Party.

J. UNENFORCEABLE PROVISIONS

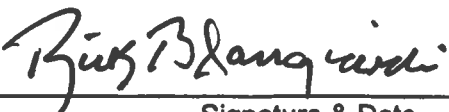
In the event that any provision of this MOU is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this MOU have force and effect, and shall not be affected.

K. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance.

SIGNATURE PAGE 1

Chief Elected Official:

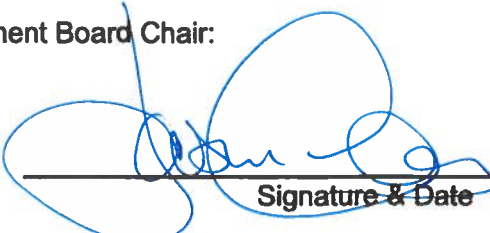
 03-12-2024

Signature & Date

City and County of Honolulu

Rick Blangiardi, Mayor

Local Workforce Development Board Chair:

 3/22/2024

Signature & Date

Oahu Workforce Development Board

Jason C. Chang, Chair

RECOMMEND APPROVAL:



Director
Budget and Fiscal Services

MAR 22 2024

Date: _____

APPROVAL AS TO FORM AND LEGALITY:



Deputy Corporation Counsel
City and County of Honolulu

REID M. YAMASHIRO

Date: 4/16/2024

One completed, signed, and dated Authority and Signature page is required for each signatory official from each partner program

By signing my name below, I, _____, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

- The MOU

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

- The MOU
- The Operating Budget of the AJC Hawaii
- The Infrastructure Funding Agreement (IFA)

I understand that this MOU may be executed in counterparts, each being considered an original, and that this MOU expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2026, whichever occurs first.



Signature

03/07/2024

Date

Keith T. Hayashi, Superintendent

Printed Name and Title

Hawaii State Department of Education

Agency Name

Adult Education and Family Literacy Act (AEFLA) Program

Agency Program

APPROVED AS TO FORM AND LEGALITY:



03/01/2024

DEPUTY ATTORNEY GENERAL

City and County of Honolulu

WORKFORCE INNOVATION AND OPPORTUNITY ACT OF 2014

AMERICAN JOB CENTER NETWORK

INFRASTRUCTURE FUNDING AGREEMENT

Table of Contents

1. PURPOSE.....	3
2. BACKGROUND	3
3. INFRASTRUCTURE COSTS.....	4
A. LOCAL AND STATE INFRASTRUCTURE COST FORMULAS	5
B. ALLOCATION BASE FOR INFRASTRUCTURE COSTS	7
C. CASH, NON-CASH AND THIRD PARTY IN-KIND	7
D. IN-KIND ARRANGEMENTS	8
4. FISCAL AGENT FOR THE INFRASTRUCTURE FUNDING AGREEMENT	8
5. AMERICAN JOB CENTER OAHU NETWORK INFRASTRUCTURE FUNDING AGREEMENT	9
A. PARTNER CONTRIBUTION AMOUNTS.....	9
6. INFRASTRUCTURE FUNDING AGREEMENT.....	10
A. PARTNERS.....	10
B. STEPS TO REACH CONSENSUS	10
C. DISPUTE AND IMPASSE RESOLUTION	10
D. NON-PAYMENT.....	12
E. MODIFICATION PROCESS.....	123
F. EFFECTIVE PERIOD.....	13
SIGNATURE PAGE I	14
PARTNER SIGNATURE PAGE.....	15
ATTACHMENT I	16

American Job Center Oahu Network

WORKFORCE INNOVATION AND OPPORTUNITY ACT INFRASTRUCTURE FUNDING AGREEMENT

This Infrastructure Funding Agreement ("IFA") is executed between the Chief Local Elected Official, Mayor of the City and County of Honolulu (hereinafter "Mayor"), the Oahu Workforce Development Board ("OWDB"), and the American Job Center One-Stop Partners (hereinafter "Partners"). They are collectively referred to as the "Parties" to this IFA.

1. PURPOSE

The purpose of this IFA is to establish the terms and conditions of how services and operating costs of the local workforce system will be funded. The IFA should capture cost sharing information on infrastructure funding of the American Job Centers ("AJC"), funding of shared services, operating costs of the System and the leveraging of in-kind contributions, as appropriate. All required AJC Partners, as described in the AJC Oahu Network Memorandum of Understanding ("MOU"), must work together to integrate shared services and leverage each other's resources to effectively and efficiently service common customers of the local workforce system. Annual checks on actual expenses versus budgeted will be conducted and the IFA adjusted accordingly.

2. BACKGROUND

The Workforce Innovation & Opportunity Act ("WIOA") requires that AJC Partners describe how the costs of services and the operating system will be funded, including:

- Cash and in-kind contributions that are fairly evaluated, which may include contributions from philanthropic organizations or private entities, or through alternative financing options, to provide a stable and equitable funding stream for ongoing AJC delivery system operations;
- Infrastructure costs of the AJC.

The required AJC Partners must use a portion of the program and activity funds to maintain service delivery in the local workforce system. The IFA is to be considered part of the WIOA MOU. **Attachment A – Memorandum of Understanding** provides the template and instructions that must be used as part of the WIOA MOU. Each local area is expected to use a separate IFA template for each AJC (both comprehensive and affiliate AJCs in a local area) within the local workforce system. In addition, a separate IFA template should be completed to capture information on costs that are important to the local workforce system, but are not tied to a physical AJC location. The total of these separate completed IFA templates should then be bundled into one "master" summary document to show total shared costs related to the local workforce system. The WIOA MOU must include all the aforementioned completed IFA templates to be considered fully executed.

As detailed in WIOA, the goal of the IFA is to develop a funding mechanism that:

- Maintains the local workforce delivery system to meet the needs of the local area;
- Reduces duplication by improving program effectiveness through the sharing of services, resources, and technologies among Partners;
- Reduces overhead by streamlining and sharing financial, procurement, and facility costs; and

- Ensures that costs are appropriately shared by the AJC Partners by determining contributions based on proportionate share of use, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statute and all other applicable legal requirements, including the Federal cost principles.

The State's workforce delivery system is intended to function as a system where all customers can access valuable services and connect to resources necessary for their career success. The costs of operating this system, therefore, include non-personnel costs, such as facilities and technologies, in addition to personnel costs for those who deliver services directly to business and job seeker customers. Shared services' costs may include the costs of shared services that are authorized for, and may be commonly provided through, any of the AJC Partner programs to any individual, such as:

- Initial intake;
- Assessment of needs;
- Evaluation of basic skills;
- Identification of appropriate services to meet needs;
- Referrals to other AJC Partners; and
- Business Services.

Shared costs must be allocated according to AJC Partner's proportionate use and relative benefit received. Any shared costs agreed upon by the Partners must be included in the WIOA MOU.

The IFA component of the WIOA MOU must identify infrastructure and shared services of the local workforce system that will be reconciled on a monthly or quarterly basis against actual costs incurred and adjusted accordingly. The WIOA MOU/IFA should further identify how the partners will operate when overages or savings occur after reconciliation. This is required in order to ensure costs are fairly evaluated and that each Partner is not required to contribute more than its proportionate share in accordance with the Uniform Guidance at 2 CFR Part 200. NOTE: In order for the fiscal agent and other appropriate fiscal staff to reconcile the actual costs incurred, there must be an "IFA Working Copy" of the IFA that is related to, but apart from, the official IFA that is signed and fully executed as part of the WIOA MOU.

The purpose of the "IFA Working Copy" is to reconcile actual costs against the budgeted costs and to document the invoiced and received amounts. It is a tool for the Fiscal Agent and Fiscal Managers; the Fiscal Agent and Fiscal Managers can add additional fields and information as needed. The IFA Working Copy file is saved as a separate electronic file and is updated monthly or quarterly with:

- Actual expenditures;
- Amount of invoice; and
- Amount of payment.

The Governor expects IFA's to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All partners must negotiate in good faith and seek to establish a WIOA MOU/IFA that is reasonable and fair.

3. INFRASTRUCTURE COSTS

WIOA Section 121(h) requires the following entities providing services within a Local Area to use a portion of their funds to maintain the workforce delivery system, including payment of a portion of the AJC infrastructure costs:

- Programs authorized under WIOA Title I Adult, Dislocated Worker, and Youth;
- Programs authorized under the WIOA Title III Wagner-Peyser Act;
- Adult education and literacy activities authorized under WIOA Title II;
- Programs authorized under Title I of the Rehabilitation Act of 1973;

- Activities authorized under Title V of the Older Americans Act of 1965;
- Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006;
- Activities authorized under chapter 2 of Title II of the Trade Act of 1974;
- Activities authorized under chapter 41 of Title 38, United States Code;
- Employment and training activities carried out under the Community Services Block Grant Act;
- Employment and training activities carried out by the Department of Housing and Urban Development;
- Programs authorized under State unemployment compensation laws;
- Programs authorized under section 212 of the Second Chance Act of 2007; and
- Programs authorized under Part A of Title IV of the Social Security Act.

The requirement of WIOA 121(h) is based on the premise that joint funding of AJC infrastructure is a necessary foundation for an integrated service delivery system. AJC infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the AJC, including, but not limited to:

- Rental of facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and
- Technology to facilitate access to the AJC, including technology used for the center's planning and outreach activities.

WIOA Final Rules specify that infrastructure costs are applicable to all required partners, whether they are physically located in the AJC or not. Each partner's contribution to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance at 2 CFR part 200.

Specifically, the Joint Regulations issued on June 30, 2016 provide the following regarding infrastructure costs:

Section 678.700(c) explains that a partner's contributions to the costs of operating and providing services within the one-stop delivery system must adhere to the partner program's Federal authorizing statute, and to all other applicable legal requirements, including the Federal cost principles that require that costs must be allowable, reasonable, necessary and allocable. These requirements and principles will help one-stop partners identify an appropriate cost allocation methodology for determining partner contributions. There are a variety of methods to allocate costs, for instance: based on the proportion of partner program's occupancy percentage of the one-stop center (square footage); the proportion of a partner program's customers compared to all customers served by the one-stop; the proportion of partner program's staff compared to all staff at the one-stop; or based on a partner program's use of equipment or other items that support the local one-stop delivery system.

The U.S. Department of Labor has stated that local agreements for funding the AJC infrastructure costs, as prescribed by Section 121(h), need to be satisfied in the funding agreements for the Program Year ("PY") 2023. However, the local funding agreements must satisfy the requirements of WIOA Section 121(h) for purposes of funding the AJC system in PY 2023.

A. LOCAL AND STATE INFRASTRUCTURE COST FORMULAS

Section 121 of WIOA provides two separate formulas for the provision of infrastructure costs: the locally negotiated formula and the State-based formula. All Local Areas are encouraged to come to a mutually beneficial infrastructure formula.

Section 121(h) notes that should consensus on a locally negotiated formula not be achieved, the State funding mechanism will be used.

When a locally negotiated formula is not achieved, and in accordance with Section 121, the Governor, after consultation with chief elected officials, local boards, and the State board, shall determine the portion of funds to be provided by each Partner. According to the Joint Regulations issued by the federal agencies on June 30, 2016, §678.738 the Governor must calculate the statewide cap on the contributions for one-stop infrastructure funding required to be provided by each one-stop partner program for those local areas that have not reached agreement. The cap is the amount determined under paragraph (a)(4) of this section, which the Governor derives by:

- (1) Determining the percentage of the corresponding AJC Partner program provided in paragraph (d) of this section to the amount of the Federal funds provided to carry out the one-stop partner program in the State for the applicable fiscal year;
- (2) Selecting a factor (or factors) that reasonably indicates the use of AJCs in the State, applying such factor(s) to all local areas in the State, and determining the percentage of such factor(s) applicable to the local areas that reached agreement under the local funding mechanism in the State;
- (3) Determining the amount resulting from applying the percentage determined in paragraph (a)(2) of this section to the amount determined under paragraph Section 121 (a)(1) of this section for the AJC Partner program; and
- (4) Determining the amount that results from subtracting the amount determined under paragraph Section 121 (a)(3) of this section from the amount determined under paragraph Section 121 (a)(1) of this section. The outcome of this final calculation results in the Partner program's cap.

In accordance with WIOA Section 121(h)(2)(D), the following limitation apply to the Governor's calculation of the amount that one-stop partners in local areas that have not reached agreement under the local funding mechanism may be required under §678.736 to contribute to one-stop infrastructure funding:

- (1) WIOA formula programs and Wagner-Peyser Act Employment Service. The portion of funds required to be contributed under WIOA youth, adult, or dislocated worker programs, or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) must not exceed three percent (3%) of the amount of the program in the State for a program year.
- (2) Other one-stop partners. For required one-stop partners other than those specified in paragraphs Section 121 (c)(1), (3), (5), and (6) of this section, the portion of funds required to be contributed must not exceed 1.5 percent (1.5%) of the amount of Federal funds provided to carry out that program in the State for a fiscal year. For purposes of the Carl D. Perkins Career and Technical Education Act of 2006, the cap on contributions is determined based on the funds made available by the State for postsecondary level programs and activities under Section 132 of the Carl D. Perkins and Technical Education Act and the amount of funds used by the State under Section 112(a)(3) of the Perkins Act during the prior year to administer postsecondary level programs and activities, as applicable.
- (3) Vocation rehabilitation. (i) Within a State, for the entity or entities administering the programs described in WIOA Section 121(b)(1)(B)(iv) and §678.400, the allotment is based on the one State Federal fiscal year allotment, even in instances where that allotment is shared between two State agencies, and the cumulative portion of funds required to be contributed must not exceed—

- (A) 0.75 percent (0.75%) of the amount of Federal funds provided to carry out such program in the State for Fiscal Year 2022 for purposes of applicability of the State funding mechanism for PY 2023;
 - (B) 1.0 percent (1%) of the amount provided to carry out such program in the State for Fiscal Year 2022 for purposes of applicability of the State funding mechanism for PY 2023;
 - (C) 1.25 percent (1.25%) of the amount provided to carry out such program in the State for Fiscal Year 2022 for purposes of applicability of the State funding mechanism for PY 2023; and,
 - (D) 1.5 percent (1.5%) of the amount provided to carry out such program in the State Fiscal Year 2022 and following years for purposes of applicability of the State funding mechanism for PY 2023 and subsequent years. (ii) The limitations set forth in paragraph (d)(3)(i) of this section for any given fiscal year must be based on the final VR allotment to the State in the applicable Federal fiscal year.
- (4) TANF programs. For purposes of TANF, the cap on contributions is determined based on the total Federal TANF funds expended by the State for work, education, and training activities during the prior Federal fiscal year (as reported to the Department of Health and Human Services ("HHS") on the quarterly TANF Financial Report form), plus any additional amount of Federal TANF funds that the State TANF agency reasonably determines was expended for administrative costs in connection with these activities but that was separately reported to HHS as an administrative cost. The State's contribution to the one-stop infrastructure must not exceed 1.5 percent (1.5%) of these combined expenditures.
- (5) Community Services Block Grant ("CSBG") programs. For purposes of CSBG, the cap on contributions will be based on the total amount of CSBG funds determined by the State to have been expended by local CSBG-eligible entities for the provision of employment and training activities during the prior Federal fiscal year for which information is available (as reported to HHS on the CSBG Annual Report) and any additional amount that the State CSBG agency reasonably determines was expended for administrative purposes in connection with these activities and was separately reported to HHS as an administrative cost. The State's contribution must not exceed 1.5 percent (1.5%) of these combined expenditures.

Again, local consensus is preferred, and is a necessary part of moving a local workforce system toward collaboration.

B. ALLOCATION BASE for INFRASTRUCTURE COSTS

Infrastructure costs must be allocated according to the proportion of benefit received by each of the required AJC Partners. Each partner must work collaboratively with the State and the Local Workforce Board to establish and maintain the AJC delivery system's infrastructure.

For the duration of the IFA agreement, the required Parties must pay their portion of shared costs of each Center. The shared costs, the allocation method, and each Party's share must be jointly agreed to and identified in the IFA. (See attachment 1)

C. CASH, NON-CASH and THIRD PARTY IN-KIND

Infrastructure costs may be provided for on a cash, non-cash, or third party in-kind basis.

- Cash Contributions are those cash contributions made by required Partners to cover infrastructure expenses or cash payments made by required Partners to another entity (usually the One-Stop Operator) to cover infrastructure costs of the comprehensive AJC(s).

- Non-Cash Contributions may include donations of goods or services, or the documented value of supporting costs of items owned by a Partner program and used by the AJC.

For example, a Partner's proportionate share of the AJC operating costs is \$15,000. The Partner does not have sufficient cash or other resources to fully fund its share, and wishes to donate (not for its own individual use) gently used surplus computer equipment. In accordance with the requirements of 2 CFR 200.306, the computers are valued at \$10,000.

- Third-Party In-Kind Contributions are made by individuals or entities that are not Partners to the WIOA MOU. Third-party in-kind contributions are contributions of space, equipment, technology, non-personnel services, or other like items to support the costs associated with the AJC operations. There are two types of third-party in-kind contributions that may count towards infrastructure costs.

- (1) General contributions to AJC operations (i.e., those not connected to any individual AJC Partner); and
- (2) Those made specifically to an AJC Partner program (third-party donor contributions).

For example of general contributions consider the following: A general in-kind contribution could be a city government allowing the AJC to use city space rent free. These in-kind contributions would not be associated with one specific Partner, but rather would go to support the AJC generally and would be factored into the underlying budget and cost pools used to determine proportionate share. The result would be a decrease in the amount of funds each Partner contributes, as the overall budget will have been reduced. For example of a third party-donor contribution to an AJC Partner rehabilitation program, which then gives it to an AJC. So long as the assistive technology was in the AJC's operating budget's infrastructure costs, the Partner could then value the proportionate share contribution. One caveat, however, is that prior to accepting in-kind contributions from a Partner (via a 3rd party donor), there would need to be agreement among the Partners on cost allocation methodology to ensure that other infrastructure operating costs are sufficiently covered through cash and non-cash contributions.

D. IN-KIND ARRANGEMENTS

Parties to the IFA may contribute to the costs of the Partnership on an in-kind basis. Such a contribution must be agreed upon by all of the Parties as a part of the locally negotiated formula and may be used to offset the costs of a Party's responsibility identified in the cost allocation plan, when appropriate. In-kind contributions must be identified in the IFA. For additional details on in-kind arrangements, see **Infrastructure Costs**.

4. FISCAL AGENT FOR THE INFRASTRUCTURE FUNDING AGREEMENT

The City and County of Honolulu will be designated as the IFA Fiscal Agent. Rent and other building costs are usually the largest shared costs, and the IFA Fiscal Agent is responsible for billing the other Parties for their share of the cost. If the IFA Fiscal Agent is also a direct provider of service, he/she must adhere to WIOA Title I, subtitle E (Administration) and §679.430 to ensure appropriate firewalls within a single entity performing multiple functions.

The IFA Fiscal Agent is charged with accounting and funds management as defined under Paragraph (b) of §679.420. Per WIOA Final Rules, the appropriate role of fiscal agent is limited to accounting and funds management functions rather than policy or service delivery. Specifically, the IFA Fiscal Agent must:

- Receive funds;
- Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget circulars, WIOA, and the corresponding Federal Regulations and State Policies;
- Respond to audit financial findings;
- Maintain proper accounting records and adequate documentation;
- Prepare financial reports; and
- Provide technical assistance to sub-recipients regarding fiscal issues.

Additional allowable functions, at the direction of the Local Board, are to:

- Procure contracts or obtain written agreements;
- Conduct financial monitoring of service providers; and/or
- Ensure independent audit of all employment and training programs.

5. AMERICAN JOB CENTER OAHU NETWORK INFRASTRUCTURE FUNDING AGREEMENT

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the AJC Oahu Network. The Parties to the IFA agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area;
- Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness);
- Reduced overhead costs for any one partner by streamlining and sharing financial, procurement, and facility costs; and
- Ensures that costs are appropriately shared by AJC Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider this one-stop operating budget the master budget that is necessary to maintain the City & County of Honolulu Local area's high-standard AJC network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- Infrastructure costs (also separately outlined in the IFA);
- Career services; and
- Shared services.

All costs must be included in the IFA, allocated according to Partners' proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The one-stop operating budget is expected to be transparent and negotiated among Partners on an equitable basis to ensure costs are shared appropriately. All Partners must negotiate in good faith and seek to establish outcomes that are reasonable and fair.

Of note, the one-stop operating budget contains cost categories that are specifically identified in the statute: infrastructure cost and additional costs (which must include applicable career services and may include shared operating costs and shared services that are related to the operation of the one-stop). Refer to TEGl 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System for more information.

A. PARTNER CONTRIBUTION AMOUNTS

Refer to the attached Infrastructure Funding Model showing how much each Partner will contribute each year (broken down by allocation base and by cost category) to the cost of operating the AJC Oahu Network.

INFRASTRUCTURE FUNDING AGREEMENT

AJC infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the AJC, including, but not limited to:

- Rental of the facilities;
- Utilities and maintenance;
- Equipment, including assessment-related products and assistive technology for individuals with disabilities; and
- Technology to facilitate access to the AJC, including technology used for the center's planning and outreach activities.

All Parties to the MOU and IFA recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the AJC or not. Each partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance.

A. PARTNERS

Partners funding the costs of infrastructure according to this IFA are the same as identified in the **Partners** section of the MOU.

B. STEPS to REACH CONSENSUS

All Parties agree that the steps to reach consensus for this IFA will be the same as described in the **Dispute and Resolutions** section of the MOU. Partners will make a concerted effort to negotiate the IFA along with the remainder of the MOU, including the overall operating budget, for the AJC Oahu Network.

C. DISPUTE and IMPASSE RESOLUTION

All Parties will actively participate in the Local IFA negotiations in a good faith effort to reach agreement. Any disputes shall first be attempted to be resolved informally. Should informal resolution efforts fail, the process outlined in the **Dispute and Resolution** section of the MOU must be followed.

If Partners in a Local area have employed the dispute resolution process and have failed to reach consensus on an issue pertaining to the IFA, then an impasse is declared and the State Funding Mechanism ("SFM") is triggered.

NOTES: failure by only one (1) of the required Partners to reach consensus with respect to the infrastructure costs in the IFA will trigger implementation of the SFM, even if all required Partners except one agree on the terms of the IFA. Exceptions:

- (1) The lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for a Local area, and the Native American programs are not subject to the SFM; and,

- (2) A failure to reach consensus on career services or shared services costs does not trigger the SFM.

Step 1: Notice of Failure to reach consensus given to the Governor.

If the Parties cannot reach consensus on the methods of sufficiently funding the one-stop infrastructure costs and the amounts to be contributed by each Local Partner program, the OWDB is required to notify the Governor. Notification must be given to the Governor by March 31, 2023 (three months prior to the projected MOU start date), according to the Hawaii State Workforce Development Policy Number 03-16, Infrastructure Funding.

Step 2: Negotiation materials provided to Governor.

The OWDB Chair (or designee) must provide the appropriate and relevant materials and documents used in the negotiations to the Governor, preferably at the time of the notification of failure to reach consensus, but no later than five (5) business days thereafter. At a minimum, the OWDB Chair (or designee) must provide to the Governor:

- The Local WIOA Plan;
- The cost allocation methodology or methodologies proposed by the Partners to be used in determining proportionate share;
- The proposed amounts or budget to fund infrastructure costs;
- The amount of Partner funds included;
- The type of funds (cash, non-cash, and third-party in-kind contributions) available (including all documentation on how Partners valued non-cash and third-party in-kind contributions consistent with 2 CFR 200.306);
- Any proposed or agreed on AJC budgets (for individual centers or a network of centers); and
- Any partially agreed upon, proposed, or draft IFAs.

OWDB may also provide the Governor with additional materials that they or the Governor find to be appropriate.

Step 3: Governor Determinations and Calculations

The Governor will:

- Determine one-stop center infrastructure budget(s);
- Establish cost allocation methodology(s);
- Determine Partners' proportionate shares;
- Calculate statewide caps;
- Assess the aggregate total of infrastructure contributions as it relates to the statewide cap; and
- Adjust allocations.

Once all determinations and calculations are completed, the Governor will notify the OWDB Chair (or designee) of the final decision and provide a revised IFA for execution by the Parties.

Step 4: IFA Execution

The IFA becomes effective as of the date of signing by the final signatory.

Programs may appeal the Governor's determinations of their infrastructure cost contributions in accordance with the process established under 20 CFR 678.750, and 34 CFR 463.750.

NOTE: failure by only one (1) of the required Partners to reach consensus with respect to the infrastructure costs in the IFA will trigger implementation of the SFM, even if all required Partners except one agree on the terms of the IFA. Exceptions:

During the negotiation process of an MOU, Local WDBs should make all Partners aware of the following information (as outlined in TEGL 17-16, RSA TAC 17-03, and OCTAE Program Memo 17-3, Infrastructure Funding of the One-Stop Delivery System):

The SFM does not apply to additional partners and cannot be triggered by an additional partner's disagreement of the terms of the IFA or their refusal to sign the IFA. While additional partners are not subject to the SFM, they still are required to contribute to one-stop infrastructure cost funding in accordance with the program's proportionate use of the one-stop center and relative benefit received, consistent with the requirements for one-stop Partner contributions in WIOA, 20 CFR Part 678, and the Uniform Guidance at 2 CFR Part 200.

Under the SFM, for required Partner programs in which grant awards are made to entities that are independent of the authority of the Governor, such as Job Corps center contractors or grant recipients of the U.S. Department of Labor national programs, the determination of the amount each of the applicable partners must contribute to assist in paying the infrastructure costs of one-stop centers continues to be made by the Governor, through the authority granted to the Governor by WIOA and the regulations.

As required one-stop partners, Native American programs are strongly encouraged to contribute to infrastructure costs, but they are not required to make such contributions under WIOA. Any agreement regarding the contribution or non-contribution to infrastructure costs by Native American programs must be documented in the MOU and must be based on the program's proportionate use and relative benefits received, consistent with the Uniform Guidance. The lack of agreement on infrastructure costs with Native American programs does not trigger the SFM for the Local area, and the Native American programs are not subject to the SFM.

D. NON-PAYMENT

All Partners are required to pay their proportionate share of the infrastructure costs allocated to AJC Partner's proportionate use. Failure to pay will result in the IFA Fiscal Agent to follow the Budget and Fiscal Services collections policy:

- a. First Reminder Notice. If payment has not been received after 30 days from the billing or invoice date, a first notice shall be mailed.
- b. Payment Due or Else Notice. If payment has not been received after 60 days from the billing or invoice date, a second notice shall be mailed.
- c. Phone Contact. Phone calls are important and must be an integral part of the collection effort. Phone calls must be made in conjunction with the mailing of both the first and second notices. As a guideline, phone calls should be made on all accounts with an outstanding balance of \$100 or more.
- d. Referral to Collection Agency. If payment or a promise to pay has not been received after 90 days from the billing or invoice date, all delinquent accounts, regardless of the amount, shall be referred to the collection agency, approved by the Director of Budget and Fiscal Services for collection.

- e. Documentation of Collection Efforts. Documentation is an essential part of the collection activity. Not only does it provide a trail of the activity undertaken, but it also facilitates future collection efforts. A Collection Follow-up Log shall be used to document all collection activity, i.e., mailing of notices, telephone calls, referral to collection agency, etc.

E. MODIFICATION PROCESS

All Parties agree to abide by the process for modification, as outlined in the **Modification** section of the MOU.

F. EFFECTIVE PERIOD

This IFA is entered into on June 1, 2023. This IFA will become effective as of the date of signing by the final signatory below and must terminate on June 30, 2026, unless any of the reasons in the **Termination** section of the MOU apply.

SIGNATURE PAGE 1

Chief Elected Official:

Rick Blangiardi 03-12-2024
Signature & Date

City and County of Honolulu

Rick Blangiardi, Mayor

Local Workforce Development Board Chair:

Jason C. Chang 3/22/2024
Signature & Date

Oahu Workforce Development Board

Jason C. Chang, Chair

RECOMMEND APPROVAL:

Paul C. Kanama
Director
Budget and Fiscal Services

Date: MAR 22 2024

APPROVAL AS TO FORM AND LEGALITY:

Reid M. Yamashiro
Deputy Corporation Counsel
City and County of Honolulu

REID M. YAMASHIRO
Date: 4/16/2024

One completed, signed, and dated Authority and Signature page is required for each signatory official from each partner program

By signing my name below, I, _____, certify that I have read the above information. All of my questions have been discussed and answered satisfactorily.

My signature certifies my understanding of the terms outlined herein and agreement with:

The Infrastructure Funding Agreement

By signing this document, I also certify that I have the legal authority to bind my agency (outlined below) to the terms of:

☐ The Infrastructure Funding Agreement

I understand that this IFA may be executed in counterparts, each being considered an original, and that this IFA expires either:

- a) In three years,
- b) Upon amendment, modification, or termination, or
- c) On June 30, 2026, whichever occurs earlier.



03/07/2024

Signature

Date

Keith T. Hayashi

Printed Name and Title

Hawaii State Department of Education

Agency Name

Adult Education and Family Literacy Act (AEFLA) Program

Agency Program

APPROVED AS TO FORM AND LEGALITY:



03/01/2024

DEPUTY ATTORNEY GENERAL

ATTACHMENT 1:

Infrastructure Funding Agreement Partner Square Footage and Rent Allocations

Definitions:

- **Total Square Footage:** Is the total square footage of within the AJCH.
- **Allocated Square Footage:** Is the portion of square footage that is usable for programmatic purposes within the AJCH.
 - These spaces are occupied by and allocated to a partner or specified grant funding source.
- **Common Area Square Footage:** Remaining square footage in the AJCH that is not usable for programmatic purposes, i.e. walkways, lobbies, etc.
 - AJCH common areas include the reception and waiting area, storage spaces, kitchen, corridors, walkways and break rooms.
 - *The common area is a shared cost amongst all programs and partners co-located at the AJCH. A program or partner's share of this common area is based on the square footage of space that is allocated to that program or partner.*

Measurements:

- **Total Square Footage:** 12,094.54 – as measured by WorkHawaii
- **Allocated Square Footage:** 8,778.80 – as measured by WorkHawaii
- **Common Area Square Footage:** 3,315.74 – as calculated by WorkHawaii
 - Total Square Footage – Allocated Square Footage = Common Area Square Footage
 - $12,094.54 - 8,778.80 = 3,315.74$

Program and/or Partner Rent Calculation:

- Program or Partner's Allocated Square Footage + Fair Share of Common Area Square Footage/Total Allocated Square Footage = Program or Partner's Percentage of Rent
- Rent x Program or Partner's Percentage of Rent = Program or Partner's Share of Rent

- Example – OSO Rent

- $65.80 \text{ (total allocated sq ft + common area sq ft)} / 8,778.80 \text{ (total allocated sq ft)} = .007495$
- $41,947.26 \text{ (Rent amount from invoice)} \times .007495 \text{ (Program or Partner's Percentage of Rent)} =$
 $\$314.41 \text{ (OSO share of rent)}$

WorkHawaii receives the monthly rent invoice for the American Job Center Hawaii from the landlord monthly. This invoice is provided to the City and County of Honolulu's Budget and Fiscal Services Department and the Oahu Workforce Development Board (OWDB). OWDB will calculate each partner's fair share of rent, using the above listed formulas, and will forward the rental amounts to the One-Stop Operator. The One-Stop Operator will invoice the partners for their calculated fair share of rent monthly.