

Michael P. Victorino
Mayor

Sananda K. Baz
Managing Director

Kay Fukumoto
Economic Development Director



COUNTY OF MAUI
OFFICE OF ECONOMIC DEVELOPMENT

2200 MAIN STREET
ONE MAIN PLAZA, SUITE 305
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov



March 19, 2020

Ms. Michele Yoshimura *my*
Budget Director, County of Maui
200 South High Street
Wailuku, Hawaii 96793

Honorable Michael P. Victorino
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL

Michael P. Victorino *3/20/20*

Mayor Date

For Transmittal To:

Honorable Alice Lee and
Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

Dear Chair Lee and Members:

SUBJECT: PY18 RAPID RESPONSE PROGRAM ALLOCATIONS

In accordance with Ordinance No. 4988, Bill 36 (2019) Draft 1 Fiscal Year 2020 Budget, we are hereby transmitting to you a copy of WIOA Bulletin No. 31-19 from the State of Hawaii, Workforce Development Council, with the allocations for Program Year 18 for the Rapid Response Program in the amount of \$64,806.00.

COUNTY COMMUNICATION NO. 20-216

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OFFICE OF THE
COUNTY CLERK

Ms. Michele Yoshimura
Honorable Mayor Michael P. Victorino
Honorable Alice Lee
March 19, 2020
Page 2

Thank you for your attention to this matter. If you have any questions, please call the Maui County Workforce Development Board Executive Director, Linda Puppolo, at 270-7709.

Sincerely,



KAY S. FUKUMOTO
Economic Development Director

Cc: Tyson Miyake, Chief of Staff

DAVID Y. IGE
GOVERNOR

JOSH GREEN
LIEUTENANT GOVERNOR



LESLIE WILKINS
CHAIRPERSON

ALLICYN C.H. TASAKA
EXECUTIVE DIRECTOR

STATE OF HAWAII
WORKFORCE DEVELOPMENT COUNCIL
830 Punchbowl Street, Suite 417, Honolulu, Hawaii 96813
Phone: (808) 586-8630 Web: <http://labor.hawaii.gov/wdc/>

December 18, 2019

Ms. Kay Fukumoto, Director
Office of Economic Development
2200 Main Street, Suite 305
Wailuku, HI 96793

THROUGH:
Ms. Linda Puppolo, Executive Director
Maui County Workforce Development Board
2200 Main Street, Suite 305
Wailuku, HI 96793

Re: PY18 Rapid Response Program, WIOA-18-RRP-M
PY19 Rapid Response Program, WIOA-19-RRP-M

Dear Ms. Fukumoto:

Enclosed for your review and approval are two (2) copies each of the Program Years 2018 and 2019 Workforce Innovation and Opportunity Act (WIOA) Rapid Response Contracts referenced above. If acceptable, please complete the following actions and return all copies of the Contracts to the office of the Workforce Development Council no later than Friday, January 10, 2020 so that they can be executed.

1. Have your authorized signatory, usually the County Mayor, sign page 6 ("Exempt Transactions") of all Contracts. If someone other than the primary signatory signs these documents, then please insert evidence of his/her authority to sign. Evidence may include but is not limited to a letter from the Mayor, an administrative directive, or a copy of the section of a legal document, such as the County Charter, that authorizes the position which the secondary signatory holds to bind such Contracts.

If the authority to sign is conditional, there should also be documentation that verifies that the condition has been met. For example, if the secondary signatory may sign only when the Mayor is away for a period of time, then a copy of the memo authorizing the secondary signatory to act on behalf of the Mayor for that period would be proof of meeting the condition.

RECEIVED

DEC 31 2019

County of Maui
Office of Economic Development

2. Please leave the "effective as of" line blank on page 1 ("Exempt Transactions").
3. Complete the *Provider's Acknowledgement* for each Contract and have them notarized. The notary will need to affix his or her seal in two areas of this form.

If the seal is embossed, the notary should mark it with LS or their initials which will be visible when the document is duplicated. Finally, please ensure that the notary and signatory sign on the same day so that the dates recorded are the same.

4. Review the terms and conditions of the Agreement, including the *Scope of Services* (Attachment 1), *Time of Performance* (Attachment 2), *Spending and Reimbursement* (Attachment 3), *General and Special Conditions* (Attachments 4 and 5).
5. Assurances and Certification (Attachment 6):
 - a. Page 6 - Identify the Place(s) of Performance. Type the names and addresses of all WIOA full-service and satellite American Job Centers (One-Stop Centers) and Youth Providers in addition to that of your county WIOA subgrantees.
 - b. Page 7 - Mark the appropriate line on the Certification of Non-Delinquency.

Should you have any questions regarding the Contracts, please call Jeanne Ohta at (808) 586-9170.

Sincerely,



Allicyn C. H. Tasaka
Executive Director

Enclosures (4)

C: ASO-WIOA Unit

**COUNTY OF MAUI
DEPARTMENT OF FINANCE**

REQUEST FOR GRANT INDEX CODE

County of Maui's Fiscal Year: FY20

GRANT/PROJECT TITLE: WIOA-18-RRP-M

Grant No./Identification No.

Grant/Performance Period: 7/1/2019-6/30/2020

Award Amount: \$64,806.00

Department's Primary Contact: Linda Puppolo

Primary Contact Phone #: 808-270-7709

<u>Type of Grant:</u>	<u>(Check one)</u>	<u>CFDA # (1)</u>	<u>Agency Name</u>
1 Federal	<input type="checkbox"/>		State of Hawaii
2 Fed Pass Thru' State (2)	<input checked="" type="checkbox"/>	17.260	Workforce Development
3 State	<input type="checkbox"/>	n/a	Council
4 Private	<input type="checkbox"/>	n/a	
5 Other, please specify	<input type="checkbox"/>	n/a	

Submit the following additional documents:

- 1) Grant Agreement, or Letter of Intent to Award Funds
- 2) Respective page of the Council Adopted Budget (for original appropriation)
OR, copy of the Ordinance, if this grant is approved via budget amendment

For Finance/GL Section:

Index code: _____

Sub-Object to be used for the receipt of revenue: _____

(FOR reimbursement of grant expenditures)

Note: This form will be returned to the Department as soon as index code is created.

(1) CFDA = Catalog of Federal Domestic Assistance (can be found on the grant application or may be obtained from the grantor (Federal Agency))

(2) Federal Pass Through State = The grant was awarded to the State. After receiving the grant, the State then passes the federal money to the county. In this situation, the County becomes a subrecipient.

Please submit original form to Accounts G/L Section ATTN: Ortaeine Acidera.

**COUNTY OF MAUI
DEPARTMENT OF FINANCE**

REQUEST FOR GRANT INDEX CODE

County of Maui's Fiscal Year: FY21

GRANT/PROJECT TITLE: WIOA-19-RRP-M

Grant No./Identification No. _____

Grant/Performance Period: 7/1/2020-6/30/2021

Award Amount: \$ 64,172.00

Department's Primary Contact: Linda Puppolo

Primary Contact Phone #: 808-270-7709

<u>Type of Grant:</u>	<u>{Check one}</u>	<u>CFDA # (1)</u>	<u>Agency Name</u>
1 Federal	<input type="checkbox"/>		<u>State of Hawaii</u>
2 Fed Pass Thru' State (2)	<input checked="" type="checkbox"/>	<u>17.260</u>	<u>Workforce Development Council</u>
3 State	<input type="checkbox"/>	<u>n/a</u>	_____
4 Private	<input type="checkbox"/>	<u>n/a</u>	_____
5 Other, please specify	<input type="checkbox"/>	<u>n/a</u>	_____

Submit the following additional documents:

- 1) Grant Agreement, or Letter of Intent to Award Funds
- 2) Respective page of the Council Adopted Budget (for original appropriation)
OR, copy of the Ordinance, if this grant is approved via budget amendment

For Finance/GL Section:

Index code: _____

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(FOR reimbursement of grant expenditures)

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Please submit original form to Accounts G/L Section ATTN: Ortaine Acidera.

DAVID Y. IGE
GOVERNOR
JOSH GREEN
LIEUTENANT GOVERNOR



LESLIE WILKINS
CHAIRPERSON
ALLICYN C.H. TASAKA
EXECUTIVE DIRECTOR

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(SN 31)

WIOA BULLETIN NO. 31-19

DATE: July 3, 2019

TO: WIOA Partners

SUBJECT: Statewide Rapid Response/Layoff Aversion Policies and Procedures

SUPERCEDES: WIOA BULLETIN NO. 24-18, issued August 10, 2018

BACKGROUND

Rapid response teams operate out of local area American Job Centers (AJCs). Team members coordinate with state and county workforce development agencies, Workforce Innovation and Opportunity Act (WIOA) partners and community partners to deliver services that help dislocated workers transition to new employment as quickly as possible. Teams also administer programs and services that support businesses in all phases of their business cycles. Rapid response teams coordinate activities or work jointly with the business services teams at the AJCs.

The purpose of rapid response is to promote economic recovery and vitality by developing an ongoing, comprehensive approach to identifying, planning for, responding to layoffs and dislocations, and preventing or minimizing their impacts on workers, businesses, and communities.

Effective Teams meet the varied needs of employees and employers during difficult times. Businesses may not want to accept rapid response assistance when offered. The challenge is to demonstrate that it's in their best interest to implement rapid response and layoff aversion strategies.

A critical step in coordinating rapid response activity and gaining acceptance from businesses is developing comprehensive outreach and messaging strategies designed to tell a story, "10 Rapid Response Quality Principles,"¹ (Attachment I) developed by Oregon's Dislocated Worker Unit suggests key principles that rapid response teams may want to adopt.

¹ <https://www.oregon.gov/highered/institutions.../Rapid-Response-Desk-Aid.docx>

Rapid response activities are more than single on-site visits to employers in response to the filing of a Worker Adjustment and Retraining Notification (WARN), or single responses to news of a business experiencing trouble. Rapid response activities are also transitional management services that allow the workforce development network to remain relevant across the entire business cycle and may be delivered by the business services team.

Local Workforce Development Board (WDBs) will implement rapid response activities in accordance with guidance provided in Training and Guidance Letter (TEGL)16-16 One-Stop Operations Guidance for the American Job Center Network, January 18, 2017; WIOA Section 134(c)(2)(A), and 20 CFR 682 Subpart C–Rapid Response Activities.

Statewide Rapid Response/Layoff Aversion Policies and Procedures

I. RAPID RESPONSE SERVICES

A successful rapid response system includes (20 CFR §682.300):

- Informational and direct reemployment services for workers, including but not limited to information and other support for filing unemployment insurance claims, information on the impacts of layoff on health coverage or other benefits, information on and referral to career services, reemployment-focused workshops and services, and training;
- Delivery of solutions to address the needs of businesses in transition, provided across the business lifecycle (expansion and contraction), including comprehensive business engagement and layoff aversion strategies and activities designed to prevent or minimize the duration of unemployment;
- Convening, brokering, and facilitating the connections, networks and partners to ensure the ability to provide assistance to dislocated workers and their families such as home heating assistance, legal aid, and financial advice; and
- Strategic planning, data gathering and analysis designed to anticipate, prepare for, and manage economic change.

Required rapid response activities include (20 CFR §682.330):

- Layoff aversion activities as described in 20 CFR §682.320;
- Immediate and on-site contact with the employer, representatives of the affected workers, and the local community, including an assessment of and plans to address the:
 - layoff plans and schedule of the employer;
 - background and probable assistance needs of the affected workers;
 - reemployment prospects for workers;
 - available resources to meet the short and long-term assistance needs of the affected workers;
- The provision of information and access to unemployment compensation benefits and programs, such as Short-Time Compensation, comprehensive one-stop delivery system services, and employment and training activities, including information on the Trade Adjustment Assistance (TAA) program, Pell Grants, the GI Bill, and other resources;
- The delivery of other necessary services and resources including workshops and classes, use of worker transition centers, and job fairs, to support reemployment efforts for affected workers;
- Partnership with the LWDB and the Office of the Mayor to ensure a coordinated response to the dislocation event and as needed obtain access to State or local economic development assistance;
- Provision of emergency assistance adapted to the layoff or disaster;
- Develop systems and processes for identifying and gathering information for early warning of potential layoffs or opportunities for layoff aversion; for analyzing, and acting upon data and information on dislocations and other economic activity in the State, region, or local area;
- Developing and maintaining partnerships with other Federal, State and local agencies and officials, employer associations, industry business councils, labor organizations and other public and private organizations to:
 - conduct strategic planning activities to develop strategies for addressing dislocation events and ensuring timely access to a broad range of necessary assistance; and
 - develop mechanisms for gathering and exchanging information and data relating to potential dislocations, resources available, and the customization of layoff aversion or rapid response activities.

A. Coordination and Delivery of Rapid Response Services

1. Local Rapid Response Teams

Designated rapid response teams operate out of local AJCs to plan and conduct activities and services. Effective teams will have a wide range of expertise and

working knowledge of Hawaii's business environment and the local community and will collaborate and work jointly with the AJC's business services team.

a. **Rapid Response Team Composition**

The local team shall include at least two (2) representatives from the local AJC, including a designated Team Leader and a member of the local business services team. A local WDB member and certified financial planner are also recommended.

b. **Rapid Response Team Leader Responsibilities are to:**

- i. collaborate with the Statewide Rapid Response Coordinator (Coordinator) to plan and deliver rapid response activities;
- ii. collaborate with co-located WIOA partners to cross-train team members for the purposes of co-enrolling dislocated workers into programs for which they are eligible;
- iii. coordinate mandatory and core partners and other relevant service providers in the delivery of rapid response services;
- iv. gain commitment from at least one company manager to attend the scheduled session. The manager should be familiar with the company's policies, employee demographics, benefits, severance packages, and separation details, and be able to answer company-specific questions;
- v. know their county language assistance policies and provide language assistance services and special accommodations as needed;
- vi. ensure that outreach and educational materials are up-to-date and ready for distribution;
- vii. prepare session agenda;
- viii. ensure that participant data is entered in HireNet Hawaii; and
- ix. submit the *Rapid Response Event Summary Report* (Attachment 2) to the Workforce Development Council (WDC) within three (3) business days of a completed session.

2. Responding to Layoff Notifications

Rapid response activities are triggered by receipt of a Worker Adjustment and Retraining Notification² (WARN) or through other sources, such as media reports, employees, or labor unions.

- a. After confirming a dislocation event and/or WARN details, the WDC will contact the employer and inform the designated local rapid response Team Leader using the *WARN/Layoff Report to Local Rapid Response Teams*,

²WARN Act Regulations are found in Hawaii Revised Statutes (HRS) §394B and Hawaii Administrative Rules §12-506.

(Attachment 3).

- b. If the business chooses to accept rapid response assistance, WDC will send a survey for distribution to impacted employees. Businesses will be asked to return the surveys to WDC within seven (7) business days. Completed surveys will be forwarded to the Team Leader.
- c. Team Leaders will use the employee responses to coordinate delivery of services with rapid response partners: Unemployment Insurance Unit, the Wagner-Peyser provider, Trade Adjustment Assistance (TAA) representatives, Division of Vocational Rehabilitation, business outreach specialists, local business and industry groups, the university and community college system, the Small Business Administration, mental health counselors, economic development agencies, community and faith-based organizations, migrant farmer programs, libraries, Chambers of Commerce, and private outplacement firms.
- d. Rapid response sessions should be conducted no earlier than two (2) weeks prior to the announced layoff date and at a time and place that is convenient for the business and its dislocated employees. In some cases, the team may need to schedule multiple sessions to reach all shift-employees and those who work in different locations.

3. Session Agenda and Content

Some participants may feel overwhelmed by the amount of information presented during a rapid response session. Team members should focus on how to deliver information so that it is heard, understood, and ultimately inspires action.

The session agenda should be included in the information folders that have been prepared for participants. On average, rapid response sessions run about two hours and include but are not limited to:

- a review of the agenda;
- an introduction of the presenters and team members;
- explanation of rapid response activity and its goal of rapid re-employment;
- a "Thank You" for filling out Dislocated Worker Survey—the responses helped the rapid response team plan the session;
- a review of HireNet Hawaii—the primary tool for accessing AJC re-employment programs and services, and for claiming unemployment benefits;
- a review of unemployment insurance benefits—how to file for and maintain weekly benefits; (information provided either by Unemployment Insurance staff member or embedded YouTube video);

- AJC resources, programs and services;
- time for questions and answers;
- time for on-site HireNet Hawaii registration; and
- time to schedule participant follow-up appointments at the AJC.

4. Session Sign-in Sheet

A blank sign-in sheet is available for download at: <http://labor.hawaii.gov/wdc/rapid-response-resources-for-workforce-development-professionals/>.

For data entry purposes, collect the following information from each session participant:

- a. first and last name;
- b. address; city; state; zip code;
- c. email address;
- d. phone number; and
- e. veteran status.

5. Session Evaluation

At the end of every rapid response session, an employee satisfaction survey will be distributed to each attendee and an employer satisfaction survey will be given to the business owner/manager who attended. Both documents are available at: <http://labor.hawaii.gov/wdc/wia-docs/>. The team is responsible for collecting all the surveys before leaving the property.

6. On-site Registration on HireNet Hawaii and Unemployment Insurance

Rapid response laptop computers and wifi hotspots should be made available during the sessions to facilitate dislocated worker registration on HireNet Hawaii and to access the Unemployment Insurance website.

No later than three (3) business days following a completed rapid response session, participant data and session feedback should be entered into HireNet Hawaii, along with any other relevant data collected. Team members shall tag each participant case file with an assigned event code.

7. Eligibility

Employers undergoing mass layoffs and facility closures, and employees or contractors of companies facing layoffs, are eligible for rapid response services as defined by WIOA Section 3(15).

8. Individual Participant Data and Rapid Response Codes

WDC will create and assign a unique HireNet Hawaii code for each rapid response session and will convey that code to the Team Leader prior to a scheduled event.

To add and search rapid response codes in HireNet Hawaii:

- On the Participant application → Employment tab.
- Attended a rapid response orientation: Yes.
- Most recent date attended rapid response service: Use session date.
- Rapid response event number: Click on "Find RR Event" and search by "Identification Number" using the provided rapid response code.

9. Rapid Response Event Summary Report

No later than three (3) business days following a completed rapid response session, an event summary must be submitted to the WDC using Attachment 2, *Rapid Response Event Summary Report*.

B. BUSINESS OUTREACH / IDENTIFYING RAPID RESPONSE PROSPECTS

There are many publications and industry resources to help identify businesses that may benefit from rapid response and layoff aversion strategies. Rapid response teams and business services teams and AJC partners are encouraged to explore and monitor the resources below:

- Local Resources: *Pacific Business News, Honolulu Star-Advertiser, Hawaii Tribune Herald, West Hawaii Today, The Garden Isle*, Initial Unemployment Insurance Claims, Monthly Labor Market Information (LMI), WARN Layoff Reports and rapid response quarterly and annual reports;
- National Resources: Market Place Podcast, *Wall Street Journal, USA News, Dun & Bradstreet* for information on commercial credit as well as reports on businesses, Google searches and alerts for key terms "layoffs," "job loss," "WARN", and others;
- Trade association publications; and
- Trade Adjustment Assistance Petition Determinations located on the USDOL website.

C. Developing and Maintaining Partnerships

Partnerships strengthen accountability, communication, professional development, and provide timely access to needed services. Effective rapid response teams and their networks of community partners deliver in-person services to impacted individuals and groups. A virtual/online session may be arranged upon request from the impacted business.

Active participation and cooperation by unions and other worker representatives also contribute to greater levels of acceptance, trust, and utilization of services. If a union is involved, the WDC will contact a representative to confirm the layoff details and to offer rapid response services. If services are accepted, the union and the local Team Leader will coordinate state, county, and community resources, and establish a logical sequence of activities to assist dislocated workers in successful re-employment.

II. Layoff Aversion

Identifying workforce challenges and offering effective solutions are working practices that can be implemented during any point in a business cycle. "Recognizing Workforce Opportunity Chart," (Attachment 4) illustrates recommended strategies and services during the expansion and contraction of business cycles.

A key role of rapid response and business engagement teams, and members of the LWDBs is to engage area businesses and employers to identify and implement appropriate layoff aversion strategies.

Implementing layoff aversion strategies require wide-ranging partnerships, effective data collection, early warning systems, and substantial strategic planning. The benefits derived from preventing layoffs or minimizing the duration of unemployment are undeniable. Layoff aversion saves jobs, increases economic productivity, decreases the negative impacts of unemployment, and ensures more resources are available to provide comprehensive services to individuals with the greatest needs.

Incorporating layoff aversion into rapid response infrastructure requires a team philosophy that embraces prevention, and a work environment that promotes, seeks, and generates opportunities to avert layoffs. Rapid response teams must be well-trained and knowledgeable, and able to offer a range of solutions and possibilities.

The most important partner in any effective layoff aversion effort is a willing and engaged employer. The benefits of strong employer engagement are felt throughout the community. They include:

- For employers—retaining a known and reliable worker can save costs

associated with severance, recruiting, training, and orienting a new employee, prevent increases to their unemployment tax rates, and mitigate intangible costs such as avoiding a plunge in post-layoff morale among remaining workers;

- For workers—retaining an existing job or quickly transitioning to a new one maintains financial stability and allows workers to continue building experience with fewer gaps in employment;
- For state and local workforce areas—averting layoffs demonstrates critical value within a transitioning economy and provides support to economic development; and
- For communities—averting layoffs is far less disruptive and costly than providing food, health care, and other emergency services to financially strained residents. Layoff aversion also minimizes the loss of revenues from lower spending, and even the loss of property taxes associated with high home foreclosure rates that may result from dislocation.

Layoff aversion activities are outlined in 20 CFR §682.320 and described as “ongoing engagement, partnership and relationship building activities with businesses in the community in order to create an environment for successful layoff aversion efforts and to enable the provision of assistance to dislocated workers in obtaining re-employment as soon as possible.” They include:

- Providing assistance to employers in managing reductions in force, early identification of firms at risk of layoffs, assessment of the needs of an option for at-risk firms;
- Ongoing engagement, partnership, and relationship-building activities with businesses in the community, in order to create an environment for successful layoff aversion activities;
- Funding feasibility studies to determine if a company’s operations may be sustained through a buyout or other means to avoid or minimize layoffs;
- Developing, funding, and managing incumbent worker training programs or other upskilling approaches as part of a layoff aversion strategy or activity; and
- Connecting companies to: short-time compensation or other programs designed to prevent layoffs or to reemploy quickly under the Unemployment Insurance programs; other State and Federal programs to address other business needs not funded under WIOA Title I.

Incumbent worker training, workshare and collaboration with AJC business engagement teams are recommended and established working practices. Other

proven practices include recruiting local business owners and LWDB members to serve as rapid response team members. Effective engagement strategies may include but are not limited to offering customized hiring for the impacted employees and earlier identification of grant funds to serve the employees being separated.

While layoff aversion strategies and activities are required, not all layoff strategies or activities make sense all the time. "The Intervention Timeline³," (Attachment 5) which aligns layoff aversion activities to time periods before and after layoffs.

III. CONCLUSION

Rapid response activity is NOT a single on-site visit to employers in response to the filing of a WARN or other sources of layoff information. Instead, rapid response is a transitional management service that allows the workforce system to remain competitive and relevant across the entire businesses cycle. Other key points to remember about rapid response and layoff aversion strategies are:

- No single rapid response event is the same. A creative and out-of-the-box approach may be more beneficial than a one-size-fits-all approach;
- Rapid response is about business engagement and accelerated re-employment;
- Workforce development agencies and community partners deliver services that help dislocated workers transition to new employment as quickly as possible; and
- Layoff aversion is a proven early-intervention rapid response strategy that benefits businesses, employees, and their communities.

INQUIRIES

Direct rapid response inquiries to Kayla Rosenfeld, Statewide Rapid Response Coordinator, at kayla.c.rosenfeld@hawaii.gov or (808) 586-9283.

ATTACHMENTS

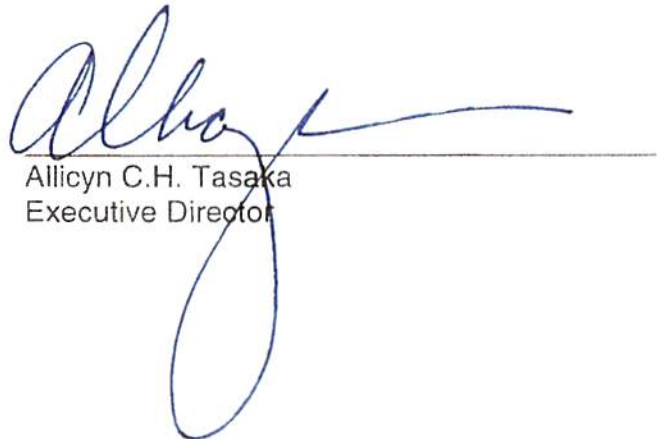
- Attachment 1: The Primary Principles of Delivering Rapid Response Services
- Attachment 2: Rapid Response Event Summary Report
- Attachment 3: WARN/Layoff Report from WDC to Local Rapid Response Teams

³ <https://businessengagement.workforcegps.org/resources/2017/04/14/14/26/The-Intervention-Timeline>

- Attachment 4: Recognizing Workforce Opportunity Chart
- Attachment 5: The Intervention Timeline

REFERENCES

- Business Engagement Collaborative: <https://businessengagement.workforcegps.org>
- WIOA Section 134(c)(2)(A), and 20 CFR 682 Subpart C–Rapid Response Activities
- 20 CFR §682.300 – 682.370: Rapid Response Activities
- 20 CFR §678.435: Business Services Provided Through the One-Stop Delivery System
- TEGL 31-11: Rapid Response Framework
- TEGL 32-11: Rapid Response Self-Assessment Tool
- TEGL 16-16: One-Stop Operating Guidance for The Workforce Innovation and Opportunity Act
- TEGL 19-16: Guidance on Services provided through the Adult and Dislocated Worker Programs under WIOA and the Wagner-Peyser Act Employment Service (ES), as amended by Title III of WIOA and for Implementation of the WIOA Final Rules
- HRS §394B: Dislocated Workers
- HAR §12-506: Plant Closing Notification and Dislocated Workers



Allicyn C.H. Tasaka
Executive Director

C: ASO WIOA Units



STATE OF HAWAII
CONTRACT FOR HEALTH AND HUMAN SERVICES
TRANSACTIONS EXEMPT FROM CHAPTER 103F, HR

FILE COPY

This Contract, executed on the respective dates indicated below, is

_____, 20____ between the _____
Workforce Development Council
(Name of the state department, agency, board or commission)

State of Hawai'i ("STATE"), by its Executive Director
(Title of person signing for the STATE)

whose address is: 830 Punchbowl Street, Room 417
Honolulu, Hawaii 96813

and County of Maui Office of Economic Development DUNS number: 077680155
(Name of PROVIDER)

("PROVIDER"), a County Government Agency
(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer
identification numbers are as follows:

Business street address:
Office of Economic Development
2200 Main Street, One Main Plaza Building, Suite 305
Wailuku, HI 96793

Mailing address if different than business street address:

Federal employer identification number: 99-6000618

Hawai'i general excise tax number: 20016001

EXEMPT TRANSACTIONS

RECITALS

1. This Contract is for a purchase of health and human services that is exempt from the requirements of chapter 103F, Hawai'i Revised Statutes, ("HRS"), because:

- ☒ this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
- ☐ this Contract is to award grants or subsidies of state funds appropriated by the legislature to a specific organization as provided in section 103F - 101(a)(1), HRS, and section 3-141-503(a)(2), Hawai'i Administrative Rules, or to award subawards and subgrants to specific organizations directed by the funding source as provided in section 3-141-503(a)(1);
- ☐ this Contract is wholly or partly funded from federal sources that conflict with the procedures and requirements established by chapter 103F, HRS, and its implementing regulations;
- ☐ this Contract is wholly or partly funded from federal sources that (1) identifies a target class of beneficiaries, (2) defines the requirements for a provider to be qualified to participate in the federal program, and (3) has the price of the provided health and human services dictated by federal law;
- ☐ this Contract is for an affiliation agreement with hospitals and other health care providers required for University of Hawaii clinical programs;
- ☐ this Contract is for the services of psychiatrists or psychologists in criminal or civil proceedings as required by a court order or by the rules of the court;
- ☐ this Contract is for a transaction covered by a written exemption from the Chief Procurement Officer for the STATE dated _____, 20_____.

2. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

EXEMPT TRANSACTIONS

3. Money is available to fund this Contract pursuant to:

(1) _____,
(Identify state sources)

in the amount of _____, or
(state funding)

(2) USDOL Grant #AA-32233-18-55-A-15,
(Identify federal sources)

in the amount of \$64,806.00, or both.
(federal funding)

D. The STATE is authorized to enter into this Contract pursuant to:

Hawaii Revised Statutes Chapter 103F and 26-20

(Legal authority for Contracts)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

- ☐ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- ☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- ☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- ☒ The PROVIDER is a government entity, and the undersigned representative of the PROVIDER is duly- authorized to execute contracts on behalf such government entity;
- ☐ other evidence of authority to sign:

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any relevant special condition of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

EXEMPT TRANSACTIONS

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

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. The PROVIDER shall provide the Required Services from March 16, 2020, to June 30, 2020, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated ☒ in a total amount for all required services not to exceed Sixty-four thousand eight hundred six and no/100 DOLLARS (\$ 64,806.00), which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in attachment "3" to this Contract, which is hereby made a part of this Contract. ☐ based upon referrals to the PROVIDER from the STATE, payment for each such referral shall be made according to Attachment "3". The STATE shall provide a minimum of _____ referrals to the PROVIDER.

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) August 31, 2020. No amendment to the PROVIDER's Final Project Report shall be considered after (date) September 30, 2020.

5. Certificate of Exemption from Civil Service. The Certificate of Exemption from Civil Service is attached and made a part of this Contract.

6. Standards of Conduct Declaration. The Standards of Conduct Declaration of the PROVIDER is attached and made a part of this Contract.

7. General and Special Conditions. The General Conditions for Health and Human Services Contracts ("General Conditions") and any Special Conditions are attached hereto and made a part of this Contract. In the event of a conflict between the General Conditions and the Special Conditions, the Special Conditions shall control.
8. Notices. Any written notice required to be given by any party under this Contract shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid.

Notice required to be given to the STATE shall be sent to:

830 Punchbowl Street, Room 417

Honolulu, HI 96813

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE

By 
(Signature)

Print Name Allicyn C.H. Tasaka

Print Title Executive Director, WDC

Date 3/16/2020

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By _____
(Signature)

Print Name _____

Print Title _____

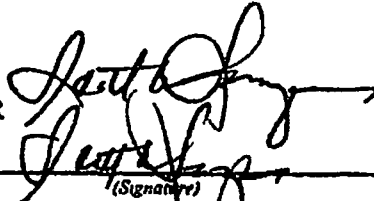
Date _____

CONTRACT NO. WIOA-18-RRP-M

CORPORATE SEAL
(if available)

PROVIDER

By


(Signature)

Print Name

SCOTT K. TERUYA

Print Title

Its Finance Director


Date

07/12/2020


APPROVED AS TO FORM:


Deputy Attorney General

APPROVED AS TO FORM
AND LEGALITY


Deputy Corporation Counsel
County Of Maui

REVIEWED AND APPROVED:


KAY FUKUMOTO

Director, Office of Economic Development

Date 3/12/2020

PROVIDER'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
 COUNTY OF MAUI)
 On this 12th day of MARCH, 20 20, before
 me appeared SCOTT K. TERUYA
 and _____, to me known, to be the
 person(s) described in and, who, being by me duly sworn, did say that he/she/they is/are the
DIRECTOR OF FINANCE and _____
 of COUNTY OF MAUI,

the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said instrument on behalf of the PROVIDER, and acknowledges that he/she/they executed said instrument as the free act and deed of the PROVIDER.

(Notary Seal)

L.S.

By [Signature]
 (Signature)
 Print Name Didi Azcueta Hamal
 Date 03/12/2020
 Notary Public, State of HAWAII
 My commission expires: 05/13/2021

Doc. Date: 03/12/2020 # Pages: 74
 Notary Name: Didi Azcueta Hamal 2nd Circuit
 Doc. Description: State of Hawaii contract for
Health and Human Services Transactions Exempt
from Chapter 103F, HRS

[Signature] 03/12/2020
 Notary Signature Date

NOTARY CERTIFICATION

L.S.



STATE OF HAWAII
CONTRACT FOR HEALTH AND HUMAN SERVICES:
TRANSACTIONS EXEMPT FROM CHAPTER 103F, HRS

FILE COPY

This Contract, executed on the respective dates indicated below, is ef

_____, 20____ between the _____
Workforce Development Council
(Name of the state department, agency board or commission)

State of Hawai'i ("STATE"), by its Executive Director
(Title of person signing for the STATE)

whose address is: 830 Punchbowl Street, Room 417
Honolulu, Hawaii 96813

and County of Maui Office of Economic Development DUNS number: 077680155,
(Name of PROVIDER)

("PROVIDER"), a County Government Agency,
(Legal form of PROVIDER i.e., Corporation, Limited Liability Company, etc.)

under the laws of the State of Hawaii whose business street address and taxpayer
identification numbers are as follows:

Business street address:
Office of Economic Development
2200 Main Street, One Main Plaza Building, Suite 305
Wailuku, HI 96793

Mailing address if different than business street address:

Federal employer identification number: 99-6000618

Hawai'i general excise tax number: 20016001

EXEMPT TRANSACTIONS

Page 1 of 6

RECITALS

1. This Contract is for a purchase of health and human services that is exempt from the requirements of chapter 103F, Hawai'i Revised Statutes, ("HRS"), because:

- ☒ this Contract is between or among government agencies as provided in Section 103F-101(a)(2), HRS;
- ☐ this Contract is to award grants or subsidies of state funds appropriated by the legislature to a specific organization as provided in section 103F - 101(a)(1), HRS, and section 3-141-503(a)(2), Hawai'i Administrative Rules, or to award subawards and subgrants to specific organizations directed by the funding source as provided in section 3-141-503(a)(1);
- ☐ this Contract is wholly or partly funded from federal sources that conflict with the procedures and requirements established by chapter 103F, HRS, and its implementing regulations;
- ☐ this Contract is wholly or partly funded from federal sources that (1) identifies a target class of beneficiaries, (2) defines the requirements for a provider to be qualified to participate in the federal program, and (3) has the price of the provided health and human services dictated by federal law;
- ☐ this Contract is for an affiliation agreement with hospitals and other health care providers required for University of Hawaii clinical programs;
- ☐ this Contract is for the services of psychiatrists or psychologists in criminal or civil proceedings as required by a court order or by the rules of the court;
- ☐ this Contract is for a transaction covered by a written exemption from the Chief Procurement Officer for the STATE dated _____, 20_____.

2. The STATE needs the health and human services described in this Contract and its attachments ("Required Services") and the PROVIDER agrees to provide the Required Services.

EXEMPT TRANSACTIONS

3. Money is available to fund this Contract pursuant to:

(1) _____,
(Identify state sources)

in the amount of _____, or
(state funding)

(2) USDOL Grant #AA-33225-19-55-A-15,
(Identify federal sources)

in the amount of \$64,172.00, or both.
(federal funding)

D. The STATE is authorized to enter into this Contract pursuant to:

Hawaii Revised Statutes Chapter 103F and 26-20

(Legal authority for Contracts)

E. The undersigned representative of the PROVIDER represents, and the STATE relies upon such representation, that he or she has authority to sign this Contract by virtue of (check any or all that apply):

- ☐ corporate resolutions of the PROVIDER or other authorizing documents such as partnership resolutions;
- ☐ corporate by-laws of the PROVIDER, or other similar operating documents of the PROVIDER, such as a partnership contract or limited liability company operating contract;
- ☐ the PROVIDER is a sole proprietor and as such does not require any authorizing documents to sign this Contract;
- ☒ The PROVIDER is a government entity, and the undersigned representative of the PROVIDER is duly- authorized to execute contracts on behalf such government entity;
- ☐ other evidence of authority to sign:

F. The PROVIDER has provided a "Certificate of Insurance" to the STATE that shows to the satisfaction of the STATE that the PROVIDER has obtained liability insurance which complies with paragraph 1.4 of the General Conditions of this Contract and with any relevant special condition of this Contract.

G. The PROVIDER produced, and the STATE inspected, a tax clearance certificate as required by section 103-53, HRS.

EXEMPT TRANSACTIONS

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

1. Scope of Services. The PROVIDER shall, in a proper and satisfactory manner as determined by the STATE, provide the Required Services set forth in Attachment "1" to this Contract, which is hereby made a part of this Contract, and the Request for Proposals ("RFP"), and the PROVIDER's Proposal, which are incorporated in this Contract by reference. In the event that there is a conflict among the terms of this Contract, and either the Proposal or the RFP, or both, then the terms of this Contract shall control.

2. Time of Performance. The PROVIDER shall provide the Required Services from March 16, 2020, to June 30, 2021, as set forth in Attachment "2" to this Contract, which is hereby made a part of this Contract.

3. Compensation. The PROVIDER shall be compensated ☒ in a total amount for all required services not to exceed Sixty-four thousand one hundred seventy-two and no/100 DOLLARS (\$64,172.00), which amount includes all fees and costs incurred and any federal, state and local taxes as set forth in attachment "3" to this Contract, which is hereby made a part of this Contract.

☐ based upon referrals to the PROVIDER from the STATE, payment for each such referral shall be made according to Attachment "3". The STATE shall provide a minimum of _____ referrals to the PROVIDER.

4. Reporting Requirements. In addition to whatever other reports may be required elsewhere in this Contract, the PROVIDER shall also submit a Final Project Report, by (date) August 31, 2021. No amendment to the PROVIDER's Final Project Report shall be considered after (date) September 30, 2021.

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Notice required to be given to the STATE shall be sent to:

830 Punchbowl Street, Room 417

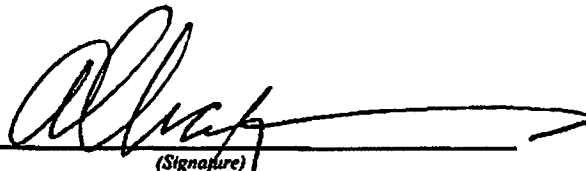
Honolulu, HI 96813

Notice to the PROVIDER shall be sent to the mailing address as indicated on page 1. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The PROVIDER is responsible for notifying the STATE in writing of any change of address.

IN VIEW OF THE ABOVE, the parties execute this Contract by their signatures below.

STATE

By


(Signature)

Print Name Allicyn C.H. Tasaka

Print Title Executive Director, WDC

Date

3/16/2020

FUNDING AGENCY (to be signed by head of funding agency if other than the Contracting Agency)

By

(Signature)

Print Name

Print Title

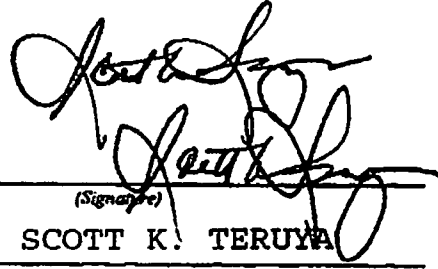
Date

CONTRACT NO. WIOA-19-RRP-M

CORPORATE SEAL
(if available)

PROVIDER

By


(Signature)

Print Name

SCOTT K. TERUYA

Print Title

Its Finance Director

Date

03/12/2020

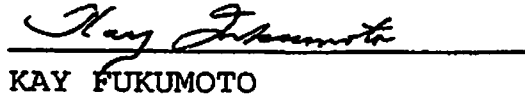
APPROVED AS TO FORM:


Deputy Attorney General

APPROVED AS TO FORM
AND LEGALITY


Deputy Corporation Counsel
County Of Maui

REVIEWED AND APPROVED:


KAY FUKUMOTO

Director, Office of Economic Development

Date 3/12/2020

EXEMPT TRANSACTIONS

Page 6 of 6

AG Form 103F6 (02/09)

PROVIDER'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
 COUNTY OF MAUI)
 On this 12th day of MARCH, 20 20, before
 me appeared SIOH K. TERUYA
 and _____, to me known, to be the
 person(s) described in and, who, being by me duly sworn, did say that he/she/they is are the
DIRECTOR OF FINANCE and _____
 of COUNTY OF MAUI,
 the PROVIDER named in the foregoing instrument, and that he/she/they is/are authorized to sign said
 instrument on behalf of the PROVIDER, and acknowledges that he she they executed said instrument
 as the free act and deed of the PROVIDER.

(Notary Seal)

L.S.

By [Signature]
 (Signature)
 Print Name Didi Azcueta Hamal
 Date 03/12/2020
 Notary Public, State of HAWAII
 My commission expires: 05/13/2021

Doc. Date: 03/12/2020 # Pages: 74
 Notary Name: Didi Azcueta Hamal 2nd Circuit
 Doc. Description: State of Hawaii contract for Health
and Human Services Transaction Exempt from
Chapter 103F, HRS

[Signature] 03/12/2020
 Notary Signature Date

NOTARY CERTIFICATION