



STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
BENEFIT, EMPLOYMENT AND SUPPORT SERVICES DIVISION
SUPPORTING EMPLOYMENT EMPOWERMENT (SEE) PROGRAM

TERMS OF AGREEMENT WITH AN EMPLOYER-EMPLOYEE

DHS Authorized Agent	Employer
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This SEE Agreement is entered into this ____ day of _____, _____, by and between the parties named ABOVE, to provide the EMPLOYEE the opportunity to acquire job skills, refine work habits and prepare for economic independence. This SEE Agreement may be terminated immediately at the request of either party or upon the failure of either party to meet the terms specified below.

A. The Department of Human Services (DHS) shall:

1. Conduct follow-up to assess the EMPLOYEE’s performance as needed.
2. Consult with and obtain the assistance of the work-place supervisor for resolution of any problems affecting the EMPLOYEE’s performance on the job.
3. Provide medical coverage to any EMPLOYEE pursuant to the Medicaid Administrative Rules.
4. Authorize support services for the EMPLOYEE, as required by law, through the First-to-Work (FTW) program, including child care and transportation subsidies, during the Agreement period.
5. Process complete and accurate **SEE Program Reimbursement Invoices (DHS 769)** submitted by EMPLOYERS within seven (7) business days after receipt of an invoice.
6. Reimburse the EMPLOYER the **current Hawaii State Minimum Wage plus \$.50 for each additional \$1.00 per hour paid over the minimum wage** for up to forty (40) hours per week and an **additional fourteen percent (14%) of the subsidized wages** to cover training and employment related expenses. This reimbursement shall apply only to EMPLOYEES in active SEE Agreements and shall cease when the SEE Agreement (including any additional extensions) ends or terminates.
7. Reimburse EMPLOYERS who assist an EMPLOYEE with transportation to and from work at a negotiated amount not to exceed **\$200.00 per month**.

B. The EMPLOYER Shall:

1. Maintain confidentiality regarding the EMPLOYEE’s participation in the SEE program.
2. Agree to employ the EMPLOYEE for a **minimum** of twenty-four (24) hours per week. This employment shall last up to twelve (12) month.
3. Not assign the EMPLOYEE to a position that will result in the displacement of already employed workers.
4. Pay the EMPLOYEE at a rate that is comparable to other employees in that position.
5. Provide the EMPLOYEE similar working conditions and entitlements as similar employees in similar occupations.
6. Provide the EMPLOYEE the same benefits provided to all other employees. Benefits include, but are not limited to, temporary disability, worker’s compensation, and unemployment insurance, sick, vacation and holidays leave.
7. Provide the supervision, training, and guidance necessary to enable the EMPLOYEE to develop basic work habits and gain self-confidence in an unsubsidized work situation.
8. Provide the EMPLOYEE with a “mentor” to give on-the-job guidance and answer routine questions about the workplace.

9. Notify the EMPLOYEE's Job Retention Coach timely, whenever the EMPLOYEE is absent without good cause, not making satisfactory progress on the job, or injured at the work site.
10. Allow the EMPLOYEE at least eight (8) hours paid leave a week of Job Search, for a one-month period prior to end of the SEE Agreement, at which time the EMPLOYER shall either hire the EMPLOYEE for full time unsubsidized employment or release the EMPLOYEE.
11. Submit **DHS 769 forms** to DHS or its agent within 30 calendar days following the month for which wages were paid to the EMPLOYEE.
- 11A. Forfeit reimbursement for any **DHS 769** that is not timely submitted pursuant to Paragraph 11 above. The EMPLOYER agrees and initials hereto _____.
- 11B. Indicate their preferred method of reimbursement payments from DHS:
 - a) Direct Deposit; the EMPLOYER must submit complete bank routing information to DHS; EMPLOYER selects this option and initials hereto _____; or,
 - b) Check mailed by United States Post Office (USPS) First-Class Regular Mail; EMPLOYER selects this option and initials hereto _____.
12. Complete **DHS 768, SEE Program Participant Evaluation Form**, upon termination of the SEE Agreement.
13. **Period of SEE Agreement:** _____ / _____ / _____ to _____ / _____ / _____
14. **Rate of Pay per Hour:** _____ **Number of Hours per Week:** _____
15. **Name of Mentor:** _____
16. **Amount of Monthly Transportation Assistance Negotiated:** _____

C. The EMPLOYEE shall:

12. Consent to release information pertaining and relevant to SEE program participation for the length of the SEE Agreement period to EMPLOYER and SEE program representative(s).
13. Strive to carry out his or her assignments to the best of his or her ability.
14. Inform the EMPLOYER promptly whenever he or she will be absent or tardy for work.
15. Inform the Job Retention Coach about any job-related issues and concerns.
16. Contact the designated First-to-Work (FTW) case manager whenever personal circumstances, such as health, child care, or transportation affect his or her work performance.
17. Accept at least the **current Hawaii State Minimum Wage** per hour for a minimum of twenty-four (24) hours per week as **SEE Program** payment.
18. Lose eligibility for this SEE Agreement if terminated without good cause and/or fails to follow through with FTW program requirements for employment, whichever is applicable.

DHS AUTHORIZED AGENT:

Print Name/Phone No.

Authorized Signature/Date

EMPLOYER:

Print Name

Authorized Signature/Date

Title and Phone No.

EMPLOYEE:

Print Name

Signature/Date

FTW Case Manager

FTW Unit Name/Number & Phone No.