ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT

Arapahoe/Douglas
WORKFORCE BOARD
COLORADO

CMS # 103061

***Arapahoe/Douglas* Workforce Development Board**

MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY AGREEMENTS
Between
Arapahoe/Douglas* Workforce Development Board, *Arapahoe and Douglas County
And
Colorado Department of Labor and Employment
Division of Unemployment Insurance

PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made by and between the *Arapahoe/Douglas Workforce Development Board, Arapahoe County on behalf of the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government), and Colorado Department of Labor and Employment Division of Unemployment Insurance*, (together the 'Parties').

Pursuant to the Workforce Innovation and Opportunity Act (WIOA), the *Arapahoe/Douglas* Workforce Development Board is required to develop and enter into a MOU with service delivery partners required by the WIOA.

The *Arapahoe/Douglas* Workforce Board has designated the *Arapahoe/Douglas Works!* Workforce Center as the one-stop center for the federally designated local areas of *Arapahoe County and Douglas County.*

WHEREAS, WIOA Section 121(c) requires that each Local Workforce Development Board ('LWDB'), with the agreement of the Chief Elected Official ('CEO'), shall develop and enter into an MOU (between the LWDB and the one-stop partners), consistent with Section 121(c)(2), concerning the operation of the one-stop delivery system in each local area.

WHEREAS, WIOA Section 121(b)(1)(A)(iii) mandates all entities that are required partners in a local area ('Partners') to enter into an MOU with the LWDB relating to the operation of the one-stop system, pursuant to WIOA Section 121 (c).

WHEREAS, WIOA Section 121(b)(1) identifies the required programs or activities, and requires that each entity that carries out a program or activities ('Partners') in *Arapahoe County and Douglas County* shall: (a) provide access through the one-stop delivery system to such program or activities carried out by the Partner, including making the career services described in WIOA section 134(c)(2) that are applicable to the program or activities available at the one-stop centers (in addition to any other appropriate locations); (a) use a portion of the funds available for the program and activities to maintain the one-stop delivery system, including payment of the infrastructure costs of one-stop centers in accordance with WIOA Section 121(h); (c) enter into a MOU with the LWDB, relating to the operation of the one-stop system, that meets the requirements of WIOA Section 121(c); (d) participate in the operation of the one-stop system consistent

with the terms of this MOU, the requirements of this title, and the requirements of the Federal laws authorizing the program or activities; and (e) provide representation on the State board to the extent provided under WIOA Section 101.

WHEREAS, WIOA Section 121(b)(2) prescribes how other entities that carry out programs other than those required under WIOA Section 121(b)(1)(B) may be one-stop partners for the local area of *Arapahoe and Douglas counties* as additional Partners and provide the services available under their programs through the *Arapahoe/Douglas Works! Workforce Center* one-stop delivery system partners are Partners for the local area. Therefore, all entities that participate in the local area of *Arapahoe and Douglas Counties* service delivery system as Partners, whether required or additional, must be Parties to this MOU and must abide by the terms prescribed herein and by all applicable federal, state, and local rules, plans, and policies as applicable to the Partner and authorized under the Partner's relevant legislation and in keeping with federal guidelines.

WHEREAS, WIOA Section 121(b)(1)(A)(iv) indicates that the requirements of each Partner's authorizing legislation continue to apply under the local area of *Arapahoe and Douglas counties* workforce system and that participation in the operation of the *Arapahoe/Douglas Works! Workforce Center* one-stop delivery system is in addition to the requirements of WIOA and other requirements applicable to each Partner under each authorizing law.

NOW THEREFORE, this MOU identifies (1) the duration of the MOU as well as the procedures for amending it during the term or period covered by the MOU, (2) the specific services provided by the Partner, (3) the procedures used to refer individuals between the Partners for the provision of appropriate services and activities, and (4) the method by which the cost of these services will be allocated and shared, if applicable.

I. TERM

The Parties' performance under this MOU shall commence on the later of (a) **July 1, 2017**, or (b) the date this MOU becomes fully executed (the 'Effective Date'). This MOU shall remain in effect until **June 30, 2020**, unless previously terminated or updated by one of the Parties pursuant to the terms of this MOU.

II. SCOPE

This MOU is entered into by and between the Parties for the delivery of services within the one-stop system, including the coordination of service delivery and the referral of customers, for the *Arapahoe/Douglas local* area. WIOA §121(b) identifies both the required and the optional programs and activities that may be carried out by Partners in the *Arapahoe/Douglas* area.

> One-Stop Partner Services: Exhibit A hereto sets forth the specific services that the Parties will provide in the Local Area in which the Partners operate. Exhibit A is attached hereto and incorporated herein by reference as if fully set forth herein. Beginning on the Effective Date and continuing throughout the term of this MOU, the Parties agree to work collaboratively to carry out the provisions of WIOA and this MOU and to provide the services set forth in its signed Exhibit A. Each Party agrees (1) to promptly notify the other Parties if, for any reason, the Party fails to provide or is unable to provide the services set forth in its signed Exhibit A and (2) to amend its Exhibit A in accordance with this MOU if, for any reason, Exhibit A no longer accurately or completely describes the services provided by the Parties.

B. Cost Sharing

1. Negotiation of the Infrastructure Funding Agreement ('IFA') The Colorado Workforce Development Council ('CWDC"), with the authority of the Governor, provides that (a) each Partner that operates in the Local Area is required to begin contributing its Proportionate Share of the Total Costs of operating each comprehensive and affiliate one-stop center in the Local Area ('One-Stop Delivery System Budget') no later than January 1, 2018; (b) the cost sharing methodology must be decided by consensus agreement among the LWDB, the CEO, and all the Parties; (c) if any Party fails to agree to a IFA that meets the requirements set forth by the CWDC by October 1, 2017, the State will implement the State Funding Mechanism to determine each Partner's Contribution.

   The Parties agree to participate in good faith in the negotiation of an IFA that meets all requirements set forth by the CWDC by October 1, 2017. At a minimum, the IFA should (a) specify the effective time period, which may be different from that of the duration of the MOU; (b) identify the Infrastructure Costs, Shared Costs and Total Costs; (c) identify the formula used to calculate Proportionate Share; (d) identify the CEO, the LWDB, and the Parties participating in the IFA; and (e) establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of the IFA. Upon agreement, any IFAs for the local area shall be incorporated as legally binding components of this MOU as if fully set forth herein, and shall be attached hereto and incorporated herein as Exhibit B.

   The Parties agree that (a) the Infrastructure Costs, Shared Costs and Total Costs will be calculated using actual cost data, where possible, or reasonable cost estimates, where actual data is not available; (b) the cost data or estimates underlying the calculation of the Infrastructure Costs, Shared Costs and Total Costs will be disclosed to the Partners; (c) the methodology for calculating each Partner's Proportionate Share of the Total Costs will be determined through a reasonable cost allocation methodology that assigns costs to Partners in proportion to relative benefits received; (d) the Parties will negotiate in good faith to identify the methodology as well as the formula by which each Partner will make the Partner Contribution and to establish a process by which the Parties will reconcile the Total Costs, the Proportionate Share and the Partner Contribution at least once per quarter throughout the term of the IFA; and (e) in negotiating the IFA, the Parties will comply with both the letter and the spirit of the WIOA law, regulations, Office of Management and Budget Circulars, and CWDC-issued policy guidance.

2. Abide by State Funding Mechanism, if Implemented, Subject to the Appeals Process. If the Parties fail to agree to an IFA that meets the requirements of the CWDC by October 1, 2017, the State will implement the State Funding Mechanism to determine each Partner's Contribution.

   As applicable, (a) the Parties agree to abide by the terms of the State Funding Mechanism, if implemented, subject to the appeals process set forth by the CWDC; and (b) the Partners who are not subject to the State Funding Mechanism agree that, if the State Funding Mechanism is implemented, such Partner will continue in good faith to negotiate an IFA that meets the requirements of the CWDC.

III. PROVISIONS

A. Termination of MOU

(1) Any Party wishing to terminate this MOU must provide written notice, by certified mail, return receipt requested, stating its intent to terminate to the other Parties at least thirty (30) days prior to the effective date of termination of the MOU. All rights and obligations of the Parties under this MOU shall cease on the effective date of such termination, with the sole exception of any

liabilities which the Parties may have incurred and the Parties' confidentiality obligations under Paragraph IV.B.

(a) Per WIOA Section 121, any Partner that terminates its role as a Party to this MOU is no longer eligible to participate as a Partner with the Local Workforce system and will not be permitted to serve on the LWDB as a Partner representative.

(b) A Partner of this MOU that subsequently loses federal funding or the authority to administer the federal program in the Area and therefore no longer qualifies as a required Partner under WIOA Section 121(b)(1) must send written notice of the change in status to all the Parties as soon as possible. In such an event, a formal amendment to this MOU per Paragraph B of this Article will be required. The entity may continue as an additional Partner if mutually agreed to by the Arapahoe/Douglas Workforce Board, and the remaining Partners.

B. Modifications and Amendments

(1) Except as specifically provided in this MOU, modifications of this MOU shall not be effective unless agreed to in writing by the Parties in an amendment to this MOU, properly executed and approved in accordance with applicable state and local laws, rules, and policies.

(2) In accordance with 20 CFR 678.500(d) the Parties agree to review the terms of this MOU not less than every three (3) years following the Effective Date to reflect any changes in the delivery of services, signatory official of the Parties, or one-stop infrastructure funding. Each Party to this agreement shall inform the other of any such changes until such time the agreement is modified in accordance with Section III.B(1) above. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. *Arapahoe/Douglas Workforce Board* shall initiate and oversee periodic review(s).

(3) The Parties may modify an exhibit attached to this MOU without written amendment to the MOU; provided, however, that no such modification to an exhibit shall result in or be binding on the Parties if the modification requires an increase to a Party's total amount of cost sharing costs as set forth in Exhibit B. Any modification to an exhibit agreed to by the parties that requires an increase in a Party's total amount of cost sharing costs shall be evidenced by a written amendment to this MOU prepared and executed by both parties in accordance with Section III.B.(1) above.

The parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing the contract control numbers, if any, for this MOU. A proposed modification to an exhibit will be effective only when it has been approved in writing by the authorized representatives of the Parties, and if applicable, approved as to form by each Party's legal counsel. Each modified Exhibit shall contain the date upon which the modified exhibit shall take effect.

Appropriations/Funding

(1) WIOA Section 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of the Arapahoe/Douglas Works! Workforce Center One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in a Arapahoe/Douglas Works! One-Stop Center or otherwise in the Local Area must use a portion of its funds available for such programs and activities, to operate and maintain the Arapahoe/Douglas Works! One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of the Arapahoe/Douglas Works! One-Stop Centers (20 CFR § 678.700). All IFA set forth in Exhibit B or elsewhere in this MOU are subject to all federal laws, rules, regulations, Office of Management and Budget Circulars, and guidance governing the specific program or activities for which cost sharing is required under WIOA. All obligations of the Parties under this MOU for cost-sharing arrangements, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds authorizing the program or activity for which cost sharing is required under WIOA and shall extend only to funds appropriated annually by the State of Colorado, or Arapahoe County or Douglas County, paid into its Treasury, and encumbered for the purpose of this MOU.

(2) In the event that federal funds, or any part thereof, are not awarded to a Party for a program or activity for which cost sharing is required under WIOA or are reduced or eliminated by the federal government, the Parties may modify Exhibit B, in accordance with Section III.B., or the Party whose program or activity was not funded or was reduced or eliminated may terminate this MOU in accordance with Section III.A.

(3) None of the Parties, by this MOU, irrevocably pledges present case reserves for payments in future fiscal years. The MOU does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation for any Party.

IV. ADDITIONAL PROVISIONS

A. Record Maintenance and Inspection: Each Party shall make, keep and maintain a complete file of all records, documents, communications, notes and other written materials, and electronic media files, pertaining in any manner to the performance of this MOU until the later to occur of: (i) a period of three (3) years after the date this MOU expires or is earlier terminated, or (ii) the resolution of any pending disputes arising out of or relating to this MOU or the Parties' rights and obligations hereunder. This section shall be deemed to supplement and not replace any additional record maintenance and inspection requirements that a Party's funding authority or program may be bound by. All Parties shall continue to adhere to such other record maintenance and inspection requirements in addition to those set forth in this section.

B. Confidentiality and Data Sharing: The Parties will have access to and contribute to information and materials of a highly sensitive nature, including confidential information. During the term of this MOU and at all times thereafter, Parties shall not collect, use or disclose any confidential information except to the extent such use or disclosure is necessary in the performance of this MOU. In accordance with but not limited to 20 CFR Part 603, 45 CFR Section 205.50, 20 USC 1232g and 34 CFR part 99, and 34 CFR 361.38, as well as applicable state and federal law, rules, regulations, and waivers, all Parties shall actively secure and share confidential participant information and records. The Parties shall not share another Parties' confidential data unless allowed by state, and federal law, rules, regulations, and waivers. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

C. Dispute Resolution: If Parties disagree on the implementation of this MOU or the performance of services hereunder, the Parties or their representatives will attempt to resolve their disagreement through negotiation. If the Parties cannot reach a resolution through this negotiation, the LWDB will attempt to resolve the differences with the assistance of the Partner or representative. If the Parties' disagreements cannot be resolved at this level, the LWDB must report failure to resolve the dispute with a required partner to the local elected official, Governor, the CWDC, and the State agency responsible for administering the Partner's program. If the State in collaboration with the local elected official cannot assist the LWDB in resolving the disagreement, the CWDC must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a Partner's program (20 CFR Part 678.510).

D. Entire MOU: The Parties recognize and agree that no Party has made or authorized any understanding beyond that expressly set forth in the MOU, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, or its agents or employees, hereto. This MOU embodies the entire agreement between the Parties referring to the subject matter between the Parties hereto and there are no promises, terms, conditions, or obligations referring to the subject matter whereof than as contained herein.

E. Severability: Should any other provisions of this MOU be held to be invalid or unenforceable, then the balance of the MOU shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the Party or Parties who would receive the benefits of the provision, were it not invalid or unenforceable, shall have the option to terminate this MOU, forthwith.

F. Independent Contractor: The Parties recognize and agree that each Party is an independent contractor for all purposes, both legal and practical, in performing services under this MOU, and that each Party and its agents and employees are not agents or employees of the other Party for any purpose. As an independent contractor, each Party shall be responsible for employing and directing their own personnel and agents as is required to perform the services provided pursuant to this MOU, and shall exercise complete authority over its own personnel and agents, and shall be fully responsible for their actions. Each Party acknowledges that their agents and employees are not agents or employees of the other Party, for any purpose.

Nothing in this MOU will be construed to make one Party an employee, franchisee, joint venturer, agent or Partner, of the other Party. No Party will represent itself to have any authority to bind any other Party to act on its behalf, except as expressly set forth herein. No Party will have the right to represent itself as having the authority to pledge the other Party's credit or extend credit in the other Party's name. No Party will have the right to execute any agreements in the other Party's name, or to bind the other Party in any way.

The Parties acknowledge that they are not entitled to unemployment benefits or workers compensation benefits from the other Party, its elected officials, agents or any program administered or funded by the other Party. The Parties shall be entitled to unemployment coverage or workers compensation insurance only if unemployment compensation coverage or workers compensation coverage is provided by that Party's Program or some other entity that is not a Party to this MOU.

G. Third Party Indemnification: To the extent permitted by law, each Party shall defend, indemnify and hold harmless the State and its officers and employees from any and all claims, liabilities or penalties suffered by the State or its officers and employees, and any and all claims, liabilities or penalties asserted against the State or its officers and employees, by or on behalf of any person, on account of, based on or resulting from, or arising out of (or claimed to have arisen out of) the acts or omissions of the Non-State Party. Notwithstanding the foregoing, nothing herein shall be deemed to constitute a waiver of the State's or any governmental entity's sovereign immunity, which immunity is hereby reserved to the State or other governmental entity which is a Party to this MOU.

H. Governmental Immunity: Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, institutions, agencies, boards, commissions, committees, bureaus, offices, officials, and employees shall be controlled and limited by the provisions of the Governmental Immunity Act § 24-10-101, et seq.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the risk management statutes, C.R.S. § § 24-30-1501, et seq., as amended.

I. Third-Party Beneficiary: The enforcement of the terms and conditions of this MOU and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any non-Party. It is the express intent of the Parties to this MOU that any person receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

J. Assignment: The Parties' rights and obligations hereunder are personal and may not be transferred, assigned, or subcontracted without the prior written consent of the LWDB. Any attempt at assignment, transfer, or subcontracting without the written consent of the LWDB shall be void.

K. Compliance with Law: The Parties shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws, rules and regulations applicable to discrimination and unfair employment practices. Any changes to such laws are deemed to have been incorporated into this MOU as of the date such changes take effect.

L. Breach: No waiver of any breach of this MOU shall be held to be a waiver of any other or subsequent breach. All remedies afforded under this MOU shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

M. Notices: For all notices required to be provided under this MOU, all such notices shall be in writing, and shall be either sent by certified mail, return receipt requested, or hand-delivered to the following representatives of the Parties at the following addresses. The Parties may designate in writing a new or substitute representative.

For Arapahoe County:

Arapahoe County Attorney
Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT

Arapahoe/Douglas
WORKFORCE BOARD
COLORADO

Colorado Department of Labor
And Employment
Division of Unemployment
Insurance:

Jeff Fitzgerald, Director
Colorado Department of Labor and Employment
Division of Unemployment Insurance
251 E. 12th Avenue
Denver, CO 80203

And copies to:

Lisa Eze, Purchasing Director
Colorado Department of Labor and Employment
633 17th Street, 11th Floor
Denver, CO 80202
Lisa.Eze@state.co.us

Rita Sanchez
Colorado Department of Labor and Employment
Unemployment Insurance Policy
251 E. 12th Ave.,
Denver, CO 80202
Rita.sanchez@state.co.us

For Arapahoe/Douglas
Workforce Local Area:

Arapahoe/Douglas Works!
6964 South Lima Street
Centennial, Colorado 80112

And copies to:

Kelly Folks
Deputy Division Manager
6974 South Lima Street
Centennial, Colorado 80112
kfolks@arapahoegov.com

Darcy Kennedy
Administrative Services Division Manager
1690 West Littleton Boulevard
Littleton, Colorado 80120
dkennedy@arapahoegov.com

N. Ownership of Materials and Information: Unless otherwise provided for in this MOU, the Parties agree that all material, information, data, computer software, documentation, studies, and evaluations produced by the State in the performance of this MOU are the sole property of the State.

O. Conflict of Interest: Each Party acknowledges that with respect to this MOU, even the appearance of a conflict of interest is harmful to the Party's interests. Each Party shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of such Party's obligations under this MOU.

P. Authorization: Each person signing this MOU represents and warrants that he or she is duly authorized to execute this MOU. Each Party represents and warrants to the other Parties that the execution and delivery of this MOU and the performance of such Party's obligations have been duly authorized. If requested, each Party agrees to provide proof of such authority within fifteen (15) days of receiving such request.

Q. Counterparts: This MOU may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

R. Notice of Pending Litigation: Each Party shall notify the other Parties, in writing, within five (5) business days after being served with a summons, complaint or other pleading filed in any federal or state court or administrative agency that involves services provided under this MOU or is otherwise related to this MOU.

S. CORA Disclosure: To the extent not prohibited by federal law, this MOU and its exhibits are subject to public release through the Colorado Open Records Act, C.R.S. § 24-71-101, et seq. This MOU is not intended to supersede the Parties' obligations under CORA.

T. Choice of Law: Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this MOU. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this MOU, to the extent capable of execution.

U. Fund Availability: CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

V. Employee Financial Interest/Conflict of Interest: CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Required Partner has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Required Partner's services and Required Partner shall not employ any person having such known interests.

V. LAW, ASSURANCES and CERTIFICATIONS

A. The Parties shall comply with all applicable laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by Arapahoe County and Douglas County, the State of Colorado, and the United States Government, including the following provisions:
   (i) Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
   (ii) Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
   (iii) Section 504 of the Rehabilitation Act of 1973, as amended,
   (iv) Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 24 CFR Part 99)
   (v) The Americans with Disabilities Act of 1990 (Public Law 101-336),
   (vi) Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)

(vii) 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 Section 188,
(viii) The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
(ix) Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
(x) The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
(xi) Title IX of the Education Amendments Act of 1972 (20 U.S.C. §1681),
(xii) All amendments to each, and
(xiii) All requirements imposed by the regulations issued pursuant to these acts.

The above provisions require, in part, that no persons 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, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination.

B. Additionally, as applicable, all Parties shall:

(i) Agree that the provisions contained herein are made subject to all applicable federal and state laws, implementing regulations, and guidelines imposed on any or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers, and
(ii) Agree that all equipment and furniture purchased by any Party for purposes described herein shall remain the property of the purchaser after the termination of this Agreement.

C. Drug and Alcohol-free Workplace
All Parties to this MOU certify they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR Part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

D. Certification Regarding Lobbying
All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

E. Debarment and Suspension
All Parties shall comply with the debarment and suspension requirements (E.0.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

F. 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. § 4215 and its implementing regulations and guidance, and WIOA § 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

G. Buy American Provision

Each Party that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. § 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA § 502 and 20 CFR 683.200(f).

H. Salary Compensation and Bonus Limitations

Each Party certifies that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA § 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.

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ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT

Arapahoe/Douglas
WORKFORCE BOARD
COLORADO

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the latest **1st day of July 2017** written below.

ATTEST:

Signatures:

~~Joff Fitzgerald, Director~~ KRISTIN M. CORASH — 10-16-17
Date
Colorado Department of Labor and Employment
Division of Unemployment Insurance

Contractor:

Evan Abbott, Workforce Board Vice Chair — 7/26/17
Date
Arapahoe/Douglas Workforce Board

Donald A. Klemme, Director — 8/8/17
Date
Community Resources Department
Arapahoe County Government

DONALD KLEMME, COMMUNITY RESOURCES DIRECTOR,
ON BEHALF OF THE BOARD OF ARAPAHOE COUNTY
COMMISSIONERS PURSUANT TO RESOLUTION NO. 170252

ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT

Arapahoe/Douglas
WORKFORCE BOARD
COLORADO

In accordance with §24-30-202 C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Tammy Nelson,
State Controller Delegate

Effective Date: 10/16/17

ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT

Arapahoe/Douglas
WORKFORCE BOARD
COLORADO

CMS #103061
Exhibit A – Scope of Services
Arapahoe/Douglas Works!

Name of One-Stop Partner: Colorado Department of Labor and Employment
Type of Program: Unemployment Insurance (UI)Division
Address, City, State, Zip Code: 633 17th Street, 7th Floor, Denver Colorado 80202
Telephone Number: _____ Fax Number: _____
Web Site: _____ E-Mail Address: _____

Please provide detailed descriptions of each of the following:

I. Access to Services

a. Describe the manner in which the One-Stop Partner will fulfill the access requirement. Provide details. The options are (1) co-location; (2) cross-trained staff; and (3) direct technological linkage.

WIOA Section 121(b)(1)(8) identifies the programs, services and related activities that must be provided through the Arapahoe/Douglas Workforce Center service delivery system in each local area. WIOA Section 121(c)(2) requires this MOU to include a description of the services that will be provided through the local area's service delivery system and to identify the service delivery method(s) each partner will use to deliver the services. This MOU will also identify the career services, training, and employer services that each partner will provide to ensure that all parties' responsibilities are clearly identified herein.

Access to services in partnership will take place through the cross training of staff and electronic access to services as available through direct technological linkage. In the comprehensive One-Stop Centers, the UI Division will provide direct technological links to representatives with UI expertise for customers seeking services. The UI Division will provide those technological links on a minimum of one desktop computer located at the local comprehensive One-Stop Center. The UI Division will also provide the technical support to set up the technological links to UI services. The links will include, at a minimum, online chat or other instant-messaging functionality. Other reasonable accommodations will be made if the customer is unable to use the available technologies because of a disability.

Arapahoe/Douglas Works! Workforce Center:

In addition the UI Division and the One Stop Centers will make cross-training opportunities available to one another, as it relates to assisting customers with general information on UI benefits and reemployment services.

Arapahoe/Douglas Works! One-stop delivery system is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers as needed to compete in the global economy.

Arapahoe/Douglas Works! will integrate service delivery strategies to improve services to

individuals with disabilities. Arapahoe/Douglas Works! will increase access to high quality workforce services to prepare jobseekers with barriers for competitive integrated employment.

Arapahoe/Douglas Works! will provide Americans with Disabilities Act (ADA) and programmatic accessibility to employment and training services for targeted populations. Arapahoe/Douglas Works! web site www.adworks.org provides job search and labor market information for customers to access from offsite locations.

Arapahoe/Douglas Works! will provide Priority of Service to eligible veterans and spouses by continuing to implement the refocus of the Jobs for Veterans State Grants program.

Arapahoe/Douglas Works! assesses the needs of the community and develops actionable plans to address these targeted populations. Arapahoe/Douglas Works! continually explores avenues that create skills attainment and wage increase/progression for low and low-middle skilled job seekers.

b. Describe methods to ensure that needs of workers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the One-Stop Delivery System.

The AJC will follow all applicable Federal, state and local laws to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities are addressed. Workers, including Colorado Department of Labor and Employment UI staff, will be provided a fully functional, ergonomically designed work station, including any necessary reasonable accommodations consistent with the AJC staffing policies for staff with similar function and work duties and in accordance with other Federal and state guidance and agreements.

II. Service Delivery

a. Describe services you will provide, coordination of services and delivery of services. Include physical location where services will be provided. Identify which items will be available at workforce centers and which will be available at other locations.

Customers utilizing comprehensive One Stop Centers will have access to UI expertise through Web chat or other technology solutions offered by the UI Division on a minimum of one desktop computer in the comprehensive One-Stop resource room. The UI Division will make representatives with UI expertise available via Web chat or other technology solutions to provide

specific, individualized information to each customer regarding all aspects of unemployment, including filing a claim, eligibility requirements and how it may relate to the individual's circumstances.

Arapahoe/Douglas Works! Workforce Center:
Career Services will include, but are not limited to the career village, career resource center, internet access, labor market information, job search and training provider information.

Assisted Career Services will include, but are not limited to orientation, intake, eligibility determination, skill assessment, job search, client-centered approach to job navigation, and job referrals.

Intensive Career Services will include, but are not limited to comprehensive assessment, counseling, case management, and pre-vocational services.

Arapahoe/Douglas Works! will look to build opportunities to increase services available to persons with disabilities and hard to serve populations enrolled in WIOA services.

Arapahoe/Douglas Works! will provide intensive group workshops specifically designed to assist WIOA participants.

In addition to the career services listed above, Arapahoe/Douglas Works! provides an array of workshops to include but not limited to; Resume Concepts, Interviewing, Navigating LinkedIn, Guide to Federal Employment, Mature Worker Focused Courses, Virtual Resume, Career Exploration, Traditional Networking, Job Search Basics, and Salary Negotiation.

Arapahoe/Douglas Works! will continue coordination of programs and resources to support a comprehensive system that seamlessly provides training related services within regional targeted industries.

UI Claimants will have full access to Career Services which will include, but are not limited to, the career village, career resource center, internet access, labor market information, job search and training provider information.

Arapahoe/Douglas Works! has created a unique approach by inviting the UI claimants to attend the "Discovering A/D Works" orientation, an introduction to the services and programs offered though their local one-stop. We also use this opportunity to encourage them to explore programs such as WIOA.

Arapahoe/Douglas Works! is also actively involved with Links to Reemployment, a mandatory orientation outreach to the population who are predicted by the Colorado Department Labor of Employment – UI Division that are most likely to have exhausted all their benefits due to specific job cluster/industry conditions. This is also another vehicle for us to improve customer volume as well as to increase usage of other areas such as our Business Assessment Center, Generation Resource area, and to maintain and increase the volume of unique job seekers who visit our resource center.

The Partner will make services accessible through the one-stop delivery system by the following methods:

Provide information to customers about one-stop center programs and services, both onsite and in the community;

Screen for potential program eligibility, and subsequently refer appropriate customers for potential WIOA service delivery;

Work in collaboration with the one-stop to define and develop outreach strategies ensuring customers needing services have knowledge of the various resources and program offerings available;

Conduct cross-trainings to appropriate one-stop center staff on processes, procedures, programs, and services;

Provide marketing and informational materials on current programming and resources available. Resources and information may include, but is not limited to, pamphlets, fliers, calendars of classes and workshops;

Coordinate with Arapahoe/Douglas Works! to utilize www.adworks.org to post programmatic information and resources, as well as other materials as requested and appropriate.

All of the Parties agree to exchange information, discuss process and procedure improvements, and to develop strategic plan(s) to assist in service delivery collaboration, as needed and appropriate.

All of the Parties agree that the term of this agreement shall be from the effective date through June 30, 2020.

All of the Parties agree that the allocation for the services to be provided in this MOU is contingent on funding availability and both parties are aware allocations may change at any time.

b. Identify the services the Partner Program provides in the chart below or in a narrative format. Enter an "X" for the services your program provides directly, enter an "R" for the services your program provides through referral, or enter a "B" for both. Enter services that your program provides that are not listed here in the blanks at the bottom of the chart.

Partner Program Services:

Preliminary Services	*Services Requiring Eligibility*	*Training Services*	*Employer Services*

Public Information	X	Enrollment or Registration		Financial Assistance for Training		Job Listing	
Outreach, Recruitment	X	Diagnostic Assessment		Occupational Skills Training		Candidate Screening	
Determination of Program Appropriateness for Customer	X	Individual Self-Sufficiency or Employment Plans		On-the-Job Training		Candidate Testing	
Orientation	R	Counseling: Group or Individual		Skills Upgrading		Job Referrals	
Resource Center		Case Management		Re-Training		Space for Job Interviews	
Initial Assessment		Basic Education, Literacy Training, GED Training		Entrepreneurial Training		Labor Market Information	
Workshops		English as a Second Language Training		Apprenticeship Training		Local Economic Development Information	
Career Information		Computer Literacy Training		Customized or Workplace Training		Employer Incentives	
Labor Market Information		Job Readiness Training		Work Experience, Internship (including Summer Jobs)		Employer Seminars	
Job Search Skills & Information		Life Skills Training				Job Fairs	
Job Referrals		Supportive Services				Services to Laid Off Workers	
Labor Market Information		Post Employment or Job Retention Services				Outplacement Services	
Follow-Up		Tutoring, Study Skills Training				Job Analysis	
Eligibility Determination		Leadership Development Activities				Focus Groups	
		Mentoring					
		Alternative Secondary School					

c. Identify the services the One-Stop Center provides in the chart below or in a narrative format. Enter an "X" for the services your program provides directly, enter an "R" for the services your program provides through referral, or enter a "B" for both. Enter services that the center provides that are not listed here in the blanks at the bottom of the chart.

One-Stop Center Services:

Preliminary Services	*Services Requiring*	*Training Services*	*Employer Services*

		Eligibility					
Public Information	B	Enrollment or Registration	X	Financial Assistance for Training	B	Job Listing	X
Outreach, Recruitment	X	Diagnostic Assessment	X	Occupational Skills Training	B	Candidate Screening	X
Determination of Program Appropriateness for Customer	R	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	X	Candidate Testing	X
Orientation	X	Counseling: Group or Individual	R	Skills Upgrading	X	Job Referrals	X
Resource Center	X	Case Management	B	Re-Training	B	Space for Job Interviews	X
Initial Assessment	X	Basic Education, Literacy Training, GED Training	B	Entrepreneurial Training	R	Labor Market Information	X
Workshops	X	English as a Second Language Training	B	Apprenticeship Training	B	Local Economic Development Information	X
Career Information	X	Computer Literacy Training	B	Customized or Workplace Training	B	Employer Incentives	R
Labor Market Information	X	Job Readiness Training	B	Work Experience, Internship (including Summer Jobs)	B	Employer Seminars	B
Job Search Skills & Information	X	Life Skills Training	B	Other:		Job Fairs	B
Job Referrals	B	Supportive Services	B			Services to Laid Off Workers	X
Labor Market Information	X	Post Employment or Job Retention Services	X			Outplacement Services	R
Follow-Up	X	Tutoring, Study Skills Training	R			Job Analysis	R
Eligibility Determination	R	Leadership Development Activities	R			Focus Groups	R
Other:		Mentoring	B			Other:	
		Alternative Secondary School	R				

III. Referrals

a. Describe how referrals for services will be coordinated. Including methods of referrals between partners, tracking referrals and related activities, coordination and follow through, and shared data systems and documentation.

WIOA Section 121(c)(2)(A)(iii), the parties agree to the referral of individuals between the Arapahoe/Douglas Workforce Center Operator and the partners' for the services and activities described in Article IV will be performed using the following methods:

The UI Division requires customers to register for work with a One-Stop Center. The UI Division refers the customer to the Connecting Colorado Web site or to contact the center directly for in-person services when an individual files a claim to complete the registration. UI also refers customers to One-Stop Centers to complete UI-required activities and for assistance with reemployment services.

There are electronic reports that are transmitted between the UI Division and the One-Stop Centers to communicate the referrals to one another. Activity tracking is also built into the system or program design based on the specific services or initiative and transmitted through electronic reports, as appropriate for the program.

UI and One Stop Center representatives have view access to the partner agency's database, as appropriate. Each database contains relevant UI claim information. This includes daily updates on the status of a UI claim within Connecting Colorado and transmission of UI wage records to Connecting Colorado on a quarterly basis.

Arapahoe/Douglas Works! Workforce Center:
Arapahoe/Douglas Works! will use an integrated and expert intake process for all customers entering the one-stop center. Frontline staff will be highly familiar with the functions and basic eligibility requirements of each program, and will be able to appropriately assist customers and make knowledgeable referrals to partner programs as needed and as appropriate.

1. Upon entering the workforce center, all customers will be required to check in through connectingcolorado.com
2. Should a customer not have a profile in connectingcolorado.com they will immediately receive registration assistance from a Career Services Advisor.
3. Once the customer's visit is recorded in connectingcolorado.com all customers will be offered an opportunity to have a brief one-on-one meeting with a Career Services Advisor. Should the customer decline the one-on-one they will be directed to the self service area of their choosing; Business and Assessment Center, Generations Resource Center, General Resource Center, Youth Resource Center, Hiring Event, Orientation/Informational Session, Workshop/Seminar, etc. All services will be recorded into connectingcolorado.com
    a. All visitors to the resource center will be asked the following questions as part of a triage approach to customer service. The following questions are intended to ensure every customer receives the services that will best address their needs.
        i. Have you visited Arapahoe/Douglas Works!
        ii. What is the purpose of your visit today?
        iii. What can we do for you today?
        iv. Are you a veteran?
    b. If so they will be provided a triage assessment to determine if significant barriers to employment are present and need the assistance of a Disabled Veteran Outreach Program Representative
        i. Would you like to meet with a Career Services Advisor for a one on one assessment?
        ii. Are you seeking a referral to training, a service provider partner, workshop, hiring event, veterans' services, etc.?

c. Should a customer accept the offer of a one-on-one with a Career Service Advisor they will be escorted to a staff cubicle to have a customized one-on-one career advisement meeting with a Career Services Advisor. This meeting will consist of an assessment style counseling to determine the appropriate course of action.
d. The customer will be asked about potential barriers and the appropriate course of action will be incorporated into the Individual Employment Plan.

4. If the customer is interested and appears to meet the eligibility requirements the Career Service Advisor will introduce the customer appropriate program case manager or provide registration for the appropriate informational/intake session for a seamless transition to intensive case management.

Referrals from internal Arapahoe/Douglas Works! programs, community partners, training providers and/or other sources such as specialized grants, are filtered through the primary process to conduct an informational meeting to determine customer needs and eligibility. Streamlined processes will be used when necessary and appropriate to meet customer needs and to mitigate barriers.

Arapahoe/Douglas Works! will utilize Connecting Colorado, to track customer referrals and program activities. Additional tracking, when required, is stored through other databases, as necessary and appropriate.

Arapahoe/Douglas Works! will share data and information provided the necessary releases and agreements are in place with the partnering agency.

The Partner will facilitate and accept referrals for customers as necessary and appropriate.

The Partner will maintain, track, and make available requisite documentation and data, which may include, but is not limited to, registration forms with required demographic information, initial assessments, test scores, goal statements, educational progress, other assessments, credentials and/or certificates earned, employment placement and/or retention data.

The Partner will work in collaboration with the one-stop center to report data accordingly into Connecting Colorado and other databases as needed, appropriate, and requested.

The Parties will ensure that the collection and use of any information, systems, or records that contain personally identifiable information will be limited to purposes that support the programs and activities described in this MOU as part of the Arapahoe/Douglas Workforce Center service delivery system.

The Parties will ensure that access to software systems and files under its control that contain personally identifiable information will be limited to authorized staff members who are assigned responsibilities in support of the services and activities provided in accordance with this MOU. Each party expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.

Each party will maintain a current list of staff members who are authorized to access personally identifiable information and will identify the types of data and data sources that the authorized staff members will access.

AMENDMENT #1 to MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY AGREEMENTS

Between

The Arapahoe/Douglas Workforce Development Board, Arapahoe County on behalf of the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government) And

Colorado Department of Labor and Employment
Division of Unemployment Insurance

PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

This Amendment to the Memorandum of Understanding ("MOU") for Service Delivery Agreements made by and between the Arapahoe/Douglas Workforce Development Board, the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government) and Colorado Department of Labor and Employment, Division of Unemployment Insurance, together "the Parties."

WHEREAS, the Parties have entered into a written agreement ("MOU") dated October 16, 2017 pursuant to the Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, the parties desire to enter into this Amendment # 1 to extend the term of the MOU;

NOW, THEREFORE, the Parties mutually agree to amend the MOU as listed below.

1. The term of the MOU shall be extended to June 30, 2022.

2. Newly added § I to § to § V. "Law Assurances and Certifications". Section I. is as follows:

   I. Digital Signatures

   If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this MOU by reference.

Except to the extent modified herein, all provisions of the MOU shall remain in full force and effect.

This amendment shall take effect on July 1, 2020, or the effective date of this MOU Amendment #1, whichever is later.

Chair, Board of County Commissioners
Arapahoe County Government
(Or authorized designee pursuant to Reso. No. **200110**)

Date

Peter Hancock, Workforce Board Chair
Arapahoe Douglas Workforce Development Board

Date

CDLE, Unemployment Insurance Division

Jeff Fitzgerald, Director
Division of Unemployment Insurance
Colorado Department of Labor and Employment

6/11/20
Date

In accordance with §24-30-202 C.R.S., this MOU is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Paulina Delora, MBA, CPA
State Controller Delegate

Effective Date: 6/30/20

Don Klemme 6/5/2020

Chair, Board of County Commissioners
Arapahoe County Government
(Or authorized designee pursuant to Reso. No. 200110)

Date

Peter Hancock 6/9/2020

Peter Hancock, Workforce Board Chair
Arapahoe Douglas Workforce Development Board

Date

CDLE, Unemployment Insurance Division

_____ Date: _____

Jeff Fitzgerald, Director
Division of Unemployment Insurance
Colorado Department of Labor and Employment

In accordance with §24-30-202 C.R.S., this MOU is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Paulina Delora, MBA, CPA
State Controller Delegate

Effective Date: _____