



CRN #8446

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
Unemployment Insurance Division

PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT of 2014 (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 Arapahoe/Douglas Works! (a Division of the Community Resources Department of Arapahoe County Government)*, and *Colorado Department of Labor and Employment Unemployment Insurance Division* (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 *Arapahoe/Douglas Works!* 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 Sec. 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 Sec. 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 Sec. 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 *Arapahoe/Douglas Works!* one-stop delivery system.

WHEREAS, WIOA Section 121(b)(2)(A) provides that both required and additional 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 *Arapahoe/Douglas Works!* 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, 2023**, or (b) the date this MOU becomes fully executed (the 'Effective Date'). This MOU shall remain in effect until **June 30, 2026**, 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*.



A. 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 contributes its Proportionate Share of the Total Costs of operating each comprehensive and affiliate one-stop center in the Local Area; (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 an IFA that meets the requirements set forth by the CWDC, 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. 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, 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. The *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.

C. Appropriations/Funding.

- (1) WIOA Sec. 121(c)(2)(A)(ii) requires that the funding arrangements for services and operating costs of Arapahoe/Douglas Works! One-Stop service delivery system must be described in this MOU. Under WIOA, each Partner that carries out a program or activities in an 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 Arapahoe/Douglas Works! One-Stop delivery system, including proportional payment of the Infrastructure Costs, Additional Costs, and Total Costs of Arapahoe/Douglas Works! One-Stop Centers (20 CFR § 678.700). All cost sharing agreements 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

Colorado Department of Labor
And Employment for
Unemployment Insurance:

 Lynn Paulsen, Branch Manager, Benefit
 Services
 Colorado Department of Labor and Employment
 Unemployment Insurance Division
 251 E. 12th Avenue
 Denver, CO 80203
 303-318-9223



lynn.paulsen@state.co.us

And copies to: Procurement Official
Colorado Department of Labor and Employment
633 17th Street, 11th Floor
Denver, CO 80202
303-318-8054

Rita Sanchez
Colorado Department of Labor and Employment
Unemployment Insurance Division
251 E. 12th Avenue
Denver, CO 80202
303-318-9330
rita.sanchez@state.co.us

For Arapahoe/Douglas Workforce Local Area: Arapahoe/Douglas Works!
6964 South Lima Street
Centennial, Colorado 80112

And copies to: Sasha Easton
Workforce Director & Division Manager
6964 S. Lima Street
Centennial, CO 80112
SEaston@arapahoegov.com

Nicole Russ
Finance and Administration Division Manager
1690 West Littleton Boulevard
Littleton, Colorado 80120
NRuss@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:
1. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),
 2. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 3. Section 504 of the Rehabilitation Act of 1973, as amended,
 4. Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 24 CFR Part 99)



5. The Americans with Disabilities Act of 1990 (Public Law 101-336),
6. Priority of service for veterans in U.S. Department of Labor funded programs (38 U.S.C. § 4215)
7. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
8. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
9. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
10. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
11. Title IX of the Education Amendments Act of 1972 (20 U.S.C. §1681),
12. All amendments to each, and
13. 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:

1. 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
2. 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.O.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.

I. Digital Signatures

If any signatory signs this MOU 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 will be incorporated into this MOU by reference.

IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the **30th day of June 2023** or the latest date written below.



ATTEST:

Signatures:

DocuSigned by:
Lynn Paulsen
 145F27581FA74A2...

 Lynn Paulsen, Branch Manager, Benefit Services
 Colorado Department of Labor and Employment
 Unemployment Insurance Division

7/14/2023

 Date

DocuSigned by:
Katherine Smith
 63F9E5CB4F1347D...

 Chair, Board of County Commissioners
 Arapahoe County Government
 (Or authorized designee pursuant to Reso. No. 23-038)

7/14/2023

 Date

DocuSigned by:
Peter Hancock
 F96E85ED719F4C5...

 Peter Hancock, Workforce Board Chair
 Arapahoe/Douglas Workforce Board

7/14/2023

 Date

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
 DocuSigned by:
Paulina Delora
 BBB2A3AEA4464F4...
 Paulina Delora
 State Controller Delegate

Date: 7/14/2023



Exhibit A – Infrastructure Funding Agreement
Arapahoe/Douglas Works

Name of One-Stop Partner: Colorado Department of Labor and Employment
 Type of Program: Unemployment Insurance Division
 Address, City, State, Zip Code: 251 E. 12th Avenue, Denver, CO 80203
 Telephone Number: 303-318-9000 Fax Number: _____
 Web Site: <https://cdle.colorado.gov/unemployment> E-Mail Address:
lynn.paulsen@state.co.us _____

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.

Each program will make their services accessible through the one-stop delivery system by the following methods:

Arapahoe/Douglas Works! one-stop delivery system is designed to help job seekers access employment, education, training, and/or support services, as appropriate, 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! looks to continually explore avenues that create skills attainment and wage increase/progression for low and low-middle skilled job seekers.

Arapahoe/Douglas Works! will look to increase access to high quality workforce services, in accordance with priority of service requirements, to prepare jobseekers with barriers for competitive integrated employment. Moreover, Arapahoe/Douglas Works! will integrate service delivery strategies to improve services to individuals with disabilities.

Arapahoe/Douglas Works! will provide reasonable accommodations pursuant to the Americans with Disabilities Act (ADA), as well as programmatic accessibility to employment and/or training services for targeted populations, as appropriate.



Exhibit A – Infrastructure Funding Agreement
Arapahoe/Douglas Works

Access to information, which may include, but is not limited to, information on Arapahoe/Douglas Works! program offerings and services, information pertaining to the Arapahoe/Douglas Works! program orientation and intake processes, talent development and workforce information such as, labor market information (LMI), partner and resource information, upcoming events, workshops, and assessments is available to onsite and offsite customers through the Arapahoe/Douglas Works! website via www.adworks.org.

Arapahoe/Douglas Works! will continually look to streamline technology and processes, whenever necessary and feasible, to ensure best-in-class customer-centered design methodologies are actualized.

WIOA-proficient Arapahoe/Douglas Works! employees will be available at its comprehensive center, as well as at its satellite locations. Arapahoe/Douglas Works! WIOA program employees will travel, as needed and appropriate, to various offsite and Partner locations to ensure access and customer service.

Arapahoe/Douglas Works! office locations make available access to computers and other office technology, which may include, but is not limited to, telephones, copiers, printers, and scanners. Our comprehensive, main office location is co-located with Wagner-Peyser career services, veteran's programs, Trade Adjustment Assistance (TAA), Temporary Assistance for Needy Families (TANF)/Colorado Works, and Employment First (EF)/SNAP E&T programming.

Appropriate Arapahoe/Douglas Works! and partner employees will be cross-trained on program eligibility and corresponding service delivery offerings to ensure a no-wrong door service delivery model is realized for customers. Furthermore, strong partnerships have been established with other community partners, which may include, but are not limited to, the Department of Vocational Rehabilitation (DVR), other adult education entities, mental health service providers, justice involved facilities and programs, mature worker programs, and youth and young adult service providers and programs. These aforementioned partnerships help to ensure customer service delivery is seamless and universal.

Unemployment Insurance

A. Access to services in partnership will take place through cross training of staff and access to service as available through a direct linkage. In 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 links through a minimum of one Hotline per One-Stop. The hotline must be a physical phone line located in the workforce center.

B. The UI Division will provide program guidance and training as well as technical support for the



Exhibit A – Infrastructure Funding Agreement
Arapahoe/Douglas Works

RESEA program.

C. The UI Division will make training opportunities available as it relates to understanding general UI claims processing information and how claimants can remain eligible with work search and available requirements

D. Electronic transmission between the UI Division and the One-Stop Centers will communicate the RESEA referrals

E. UI Division and One Stop Center representatives have limited access into the partner agency's databases as appropriate. Each database contains relevant individual claimant information. This includes daily updates on claim status within Colorado's labor exchange website. On a quarterly basis UI wage records will be transmitted to Colorado's labor exchange website.

- 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 will be provided a fully functional, ergonomically designed workstation, 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.

UI will consider the special needs of various groups, such as individuals with disabilities and who communicate in languages other than English, providing reasonable accommodations to those who are unable to use the available technologies.

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.**

Career Services:

Career Services will include, but are not limited to the career village, career resource center, internet access, labor market information, job search, Business Assessment Center (skills assessment) and training provider information.



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Arapahoe/Douglas Works

Assisted Career Services will include, but are not limited to orientation, intake, eligibility determination, skill assessment, job search and placement assistance, 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, Networking, Job Boards, 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.

Business Services:

All of the 11 core business services will be available at both physical locations served by the local board. Many of the core services will be delivered based on size of the anticipated event and concentration of the targeted customer base.

The business services team will coordinate activities with formula program staff, other workforce local areas and partner agencies. Sector partnership work as well as quarterly partner (including DVR Business Outreach Specialists) roundtable discussions are examples of strategies for effective coordination of services to our business customers that will be implemented.

Business Services will be delivered based on the needs of the businesses and can be delivered on-site (at any of the three Arapahoe/Douglas Works! sites), at the employer location, or other off-site venues as appropriate.

WIOA Adult Programming:

Arapahoe/Douglas Works! WIOA Adult programming will focus on targeted populations which may include, but is not limited to, veterans, low- income, benefits-attached, those who are "basic skills deficient," mature workers, justice involved, single parents, homeless, refugees, individuals with disabilities, those without a high school diploma, those who speak English as a second language, as well as other individuals who have barriers to employment.



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Arapahoe/Douglas Works

Arapahoe/Douglas Works! offers a variety of services available to WIOA Adult-eligible customers. Individual career services, available to all Arapahoe/Douglas Works! Adult customers, may include, but is not limited to, the career village, the career resource center, staff facilitated workshops, job search and career guidance encompassing labor market information and training provider information, hiring events and specialized hiring events. Staff assisted career services may include, but is not limited to orientation, intake, WIOA Adult eligibility determination, skill assessment, job search and placement assistance, customer-centered approach to job navigation and job referrals, as well as a variety of career assessments. Staff assisted, intensive one-on-one career services may include, but is not limited to, comprehensive assessment, counseling, case management, and pre-vocational services.

Arapahoe/Douglas Works! will look to provide access to, for appropriate WIOA Adult-eligible customers, which may include, but is not limited to, intensive career guidance, access to career pathways and work-based learning opportunities, supportive services, job development and placement activities, employment and soft-skills related workshops, and follow-up services

Arapahoe/Douglas Works! has a tiered training policy with additional funding assistance for occupational training and work-based learning opportunities for appropriate WIOA Adult-eligible customers, targeted in the industries of Aerospace, Aviation, Biosciences, Broadband, Construction, Engineering, Finance and Insurance, Healthcare and Wellness, Hospitality, Information Technology, and Manufacturing. Arapahoe/Douglas Works! will focus on training and work-based learning opportunities within these regional targeted industries. Work-based learning opportunities, which may include, but is not limited to, work training experiences for appropriate customers, as well as on-the-job training (OJT) contracts, pre-apprenticeship, and apprenticeship opportunities, as suitable. Arapahoe/Douglas Works! will focus on training related placements and career pathways. Arapahoe/Douglas Works! will utilize assessments and regional LMI data to identify occupations within specified, targeted industries to make available training necessary to increase the marketable skillset of appropriate WIOA Adult customers.

Arapahoe/Douglas Works! meets regularly with partner organizations to inform external agencies about current WIOA Adult program-funded services. When appropriate, Arapahoe/Douglas Works! conducts offsite orientation and intake sessions to heighten awareness about career services and to help to mitigate customer impacts.

WIOA Adult services will be available at the primary location and at satellite offices, as designated, to ensure access to program services to those with limitations to the primary location.

Via a sector approach, Arapahoe/Douglas Works! will coordinate with businesses/industry and with education/training providers to identify labor needs and mitigate skills gaps.



Exhibit A – Infrastructure Funding Agreement
Arapahoe/Douglas Works

WIOA Youth/Young Adult Programming:

Arapahoe/Douglas Works! WIOA Youth/Young Adult programming will focus on targeted populations, which may include, but is not limited to, veterans, low-income, benefits-attached, those who are “basic skills deficient,” justice involved, pregnant and/or parenting youth/young adults, homeless, refugees, individuals with disabilities, those without a high school diploma, and those who speak English as a second language.

Arapahoe/Douglas Works! offers a variety of services available to WIOA Youth/Young Adult-eligible customers. Individual career services, available to all Arapahoe/Douglas Works! Youth/Young Adult customers, may include, but is not limited to, the career village, the career resource center, staff facilitated workshops, job search and career guidance encompassing labor market information and training provider information, hiring events and specialized hiring events. Staff assisted career services may include, but is not limited to, orientation, intake, WIOA Youth/Young Adult eligibility determination, skill assessment, job search and placement assistance, customer-centered approach to job navigation and job referrals, as well as a variety of career assessments. Staff assisted, intensive one-on-one career services may include, but is not limited to, comprehensive assessment, counseling, mentoring, leadership development, case management, and pre-vocational services.

Arapahoe/Douglas Works! will look to provide access to, for appropriate WIOA Youth/Young Adult-eligible customers, which may include, but is not limited to, intensive career guidance, access to career pathways and work-based learning opportunities, supportive services, job development and placement activities, employment, financial literacy, and soft-skills related workshops, as well as follow-up services.

Arapahoe/Douglas Works! has a tiered training policy with additional assistance available for occupational training and work-based learning opportunities for appropriate WIOA Youth/Young Adult-eligible customers, targeted in the industries of Aerospace, Aviation, Biosciences, Broadband, Construction, Engineering, Finance and Insurance, Healthcare and Wellness, Hospitality, Information Technology, and Manufacturing. Arapahoe/Douglas Works! will focus on training and work-based learning opportunities within these regional targeted industries. Work-based learning opportunities, which may include, but is not limited to, work training experience, on-the-job training (OJT) contracts, pre-apprenticeship, and apprenticeship opportunities, as suitable. Arapahoe/Douglas Works! will focus on training related placements and career pathways. Arapahoe/Douglas Works! will utilize assessments and regional LMI data to identify occupations within specified, targeted industries to make available training necessary to increase the marketable skillset of appropriate WIOA Youth/Young Adult customers.

In accordance with WIOA Section 129(a)(1)(C)(iv), Arapahoe/Douglas Works! will provide access to the fourteen youth/young adult program elements to appropriate WIOA-eligible Youth/Young Adult customers at all designated office locations.

The fourteen youth/young adult program elements include:



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1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential.
2. Alternative secondary school services or dropout recovery services.
3. Paid and unpaid work training experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - a. Summer employment opportunities and other employment opportunities available throughout the school year;
 - b. Pre-apprenticeship programs;
 - c. Internships and job shadowing; and
 - d. On-the-job training opportunities;
4. Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area.
5. Education offered concurrently with, and in the same context as, workforce preparation activities and training for a specific occupation or occupational cluster.
6. Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors.
7. Supportive services
8. Adult mentoring for a duration of at least 12 months that may occur both during and after program participation.
9. Follow-up services for not less than 12 months after the completion of participation; The Young Adult program offers a follow-up workforce specialist to all participants who have exited the WIOA program for a 12-month time period. The follow-up services include; transportation, supportive services, and comprehensive career guidance and counseling.
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual Young Adult
11. Financial literacy education
12. Entrepreneurial skills training
13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.
14. Activities that help young adults prepare for and transition to post-secondary education and training.

Arapahoe/Douglas Works! meets regularly with partner organizations to inform external agencies about current WIOA Youth/Young Adult program-funded services. When appropriate, Arapahoe/Douglas Works! conducts offsite orientation and intake sessions to heighten awareness about career services and to help mitigate customer impacts.



Exhibit A – Infrastructure Funding Agreement
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WIOA Youth/Young Adult services will be available at the primary location and at satellite offices, as designated, to ensure access to program services to those with limitations to the primary location.

Via a sector approach, Arapahoe/Douglas Works! will coordinate with businesses/industry and with education/training providers to identify labor needs and mitigate skills gaps.

Unemployment Insurance Division:

The UI Division will make representatives with UI knowledge available via Hotline technology solutions to provide specific, individualized information to each customer regarding aspects of unemployment, including filing a claim, eligibility requirements and how the requirements may relate to the individual's circumstances.

- b. Identify the services the Partner Program provides in the chart below or in a narrative format. Enter a "X" for the services your program provides directly, enter a "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:

| <i>Preliminary Services</i> | | <i>Services Requiring Eligibility</i> | | <i>Training Services</i> | | <i>Employer Services</i> | |
|---|---|--|--|-----------------------------------|--|----------------------------|--|
| 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 | |



Exhibit A – Infrastructure Funding Agreement
Arapahoe/Douglas Works

| | | | | | |
|---------------------------------|--|---|---|------------------------------|--|
| | | | | 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 | |
| Follow-Up | | Post-Employment or Job Retention Services | | Outplacement Services | |
| Eligibility Determination | | Tutoring, Study Skills Training | | Job Analysis | |
| | | 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 a “X” for the services your program provides directly, enter a “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:

| <i>Preliminary Services</i> | | <i>Services Requiring Eligibility</i> | | <i>Training Services</i> | | <i>Employer Services</i> | |
|---|----------|---|----------|-----------------------------------|----------|--------------------------|----------|
| Public Information | X | Enrollment or Registration | X | Financial Assistance for Training | X | Job Listing | X |
| Outreach, Recruitment | X | Diagnostic Assessment | X | Occupational Skills Training | R | Candidate Screening | X |
| Determination of Program Appropriateness for Customer | X | Individual Self-Sufficiency or Employment Plans | X | On-the-Job Training | B | Candidate Testing | X |



Exhibit A – Infrastructure Funding Agreement
Arapahoe/Douglas Works

| | | | | | | | |
|---------------------------------|---|--|---|---|---|--|---|
| Orientation | X | Counseling: Group or Individual | R | Skills Upgrading | R | Job Referrals | X |
| Resource Center | X | Case Management | X | Re-Training | R | Space for Job Interviews | X |
| Initial Assessment | X | Basic Education, Literacy Training, GED Training | R | Entrepreneurial Training | R | Labor Market Information | X |
| Workshops | X | English as a Second Language Training | R | Apprenticeship Training | R | Local Economic Development Information | X |
| Career Information | X | Computer Literacy Training | B | Customized or Workplace Training | R | Employer Incentives | X |
| Labor Market Information | X | Job Readiness Training | X | Work Experience, Internship (including Summer Jobs) | B | Employer Seminars | X |
| Job Search Skills & Information | X | Life Skills Training | X | Other: | | Job Fairs | X |
| Job Referrals | X | Supportive Services | X | | | Services to Laid Off Workers | X |
| Labor Market Information | X | Post-Employment or Job Retention Services | X | | | Outplacement Services | X |
| Follow-Up | X | Tutoring, Study Skills Training | R | | | Job Analysis | X |
| Eligibility Determination | X | Leadership Development Activities | R | | | Focus Groups | X |
| Other: | | Mentoring | R | | | 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.

Arapahoe/Douglas Works! will use integrated and expert intake processes for all customers entering the one-stop center. Frontline staff will be highly familiar with functions and basic eligibility requirements of each required and additional partner program and will be able to



Exhibit A – Infrastructure Funding Agreement
Arapahoe/Douglas Works

appropriately assist customers and make knowledgeable referrals to partner programs as needed and as appropriate.

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 the statewide database for job seekers and employers, currently called 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 UI Division requires customers to register with the One-Stop Center. The UI Division refers the customer to Colorado's labor exchange web site or to contact the center directly for in-person service when an individual files a claim to complete registration into the labor exchange system. UI also refers customers to One-stop centers to complete additional required UI activities and for assistance with reemployment services when selected for the RESEA program.



Exhibit B – Infrastructure Funding Agreement
Arapahoe/Douglas Works

Name of One-Stop Partner: Colorado Department of Labor and Employment
Type of Program: Unemployment Insurance Division
Address, City, State, Zip Code: 251 E. 12th Avenue, Denver, CO 80203
Telephone Number: 303-318-9000 Fax Number: _____
Web Site: <https://cdle.colorado.gov/unemployment>
E-Mail Address: lynn.paulsen@state.co.us

Infrastructure Funding Agreement

The sharing and allocation of infrastructure costs among one-stop partners are governed by WIOA sec. 121 (h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for 2 Federal Awards at 2 CFR part 200 (Uniform Guidance). Funding provided by the one-stop partners to cover the operating costs, including infrastructure costs, of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received.

I. Listing of Partners and Services

This Infrastructure Funding Agreement (IFA) is made by and between the Arapahoe/Douglas Workforce Development Board, Arapahoe County on behalf of Arapahoe/Douglas Works! (a Division of the Community Resources Department of Arapahoe County Government), and Colorado Department of Labor and Employment (CDLE) for the Partner Program, (together the 'Parties').

Access to Services and Service Delivery:

Each program will make their services accessible through the one-stop delivery system by the following methods:

Arapahoe/Douglas Works! will provide reasonable accommodations pursuant to the Americans with Disabilities Act (ADA), as well as programmatic accessibility to employment and/or training services for targeted populations, as appropriate.

Access to information, which may include, but is not limited to, information on Arapahoe/Douglas Works! program offerings and services, information pertaining to the Arapahoe/Douglas Works! program orientation and intake processes, talent development and workforce information such as, labor market information (LMI), partner and resource information, upcoming events, workshops, and assessments is available to onsite and offsite customers through the Arapahoe/Douglas Works! website via www.adworks.org.



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Arapahoe/Douglas Works! will continually look to streamline technology and processes, whenever necessary and feasible, to ensure best-in-class customer-centered design methodologies are actualized.

WIOA-proficient Arapahoe/Douglas Works! employees will be available at its comprehensive center, as well as at its satellite locations. Arapahoe/Douglas Works! WIOA program employees will travel, as needed and appropriate, to various offsite and Partner locations to ensure access and customer service.

Arapahoe/Douglas Works! office locations make available access to computers and other office technology, which may include, but is not limited to, telephones, copiers, printers, and scanners. Our comprehensive, main office location is co-located with Wagner-Peyser career services, veteran's programs, Trade Adjustment Assistance (TAA), Temporary Assistance for Needy Families (TANF)/Colorado Works, and Employment First (EF)/SNAP E&T programming.

Appropriate Arapahoe/Douglas Works! and partner employees will be cross-trained on program eligibility and corresponding service delivery offerings to ensure a no-wrong door service delivery model is realized for customers. Furthermore, strong partnerships have been established with other community partners, which may include, but are not limited to, the Department of Vocational Rehabilitation (DVR), other adult education entities, mental health service providers, justice involved facilities and programs, mature worker programs, and youth and young adult service providers and programs. These aforementioned partnerships help to ensure customer service delivery is seamless and universal.

Unemployment Insurance

A. Access to services in partnership will take place through cross training of staff and access to service as available through a direct linkage. In 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 links through a minimum of one Hotline per One-Stop. The hotline must be a physical phone line located in the workforce center.

B. The UI Division will provide program guidance and training as well as technical support for the RESEA program.

C. The UI Division will make ~~cross~~ training opportunities available as it relates to ~~assisting~~ understanding general UI claims processing information and how claimants can remain eligible with work search and available requirements.

D. Electronic transmission between the UI Division and the One-Stop Centers will communicate the RESEA referrals



Exhibit B – Infrastructure Funding Agreement
Arapahoe/Douglas Works

E. UI Division and One Stop Center representatives have limited access into the partner agency's databases as appropriate. Each database contains relevant individual claimant information. This includes daily updates on claim status within Colorado's labor exchange website. On a quarterly basis UI wage records will be transmitted to Colorado's labor exchange website.

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 allocation for the services to be provided as outlined in this agreement is contingent on funding availability, and both parties are aware allocations may change at any time.

II. General Financial Information

Arapahoe/Douglas Works! Cost Methodology:

Arapahoe/Douglas Works! incurs both direct costs and shared direct costs and maintains six cost pools. Arapahoe/Douglas Works!' intention is to direct cost (charge) expenditures as practical and appropriate. Many of the types of costs listed in this cost allocation plan can be found as a direct cost to a program/grant and as a shared or pooled cost as well.

Direct costs are costs that can be specifically identified with and assigned to a final cost objective and cost category. Measuring benefit involves identifying the full cost of the activity (expense) and assigning it to the correct cost objective/program/grant and the related cost category. Costs that can be identified as directly benefiting a specific program/grant and corresponding cost category are charged to that program/grant and corresponding cost category. No further allocation or breakdown by funding source is necessary for direct costs.

Shared direct costs are costs incurred for a common or joint purpose benefiting more than one cost objective or cost category. These costs are not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. Arapahoe/Douglas Works! "pools" these types of costs and subsequently allocates them to final cost objectives and cost categories. Most administrative costs and building costs are shared direct costs, and thus a direct relationship to a final cost objective cannot be shown without effort disproportionate to the results achieved.

Arapahoe/Douglas Works! has six (6) types of shared direct costs or cost pools: 1.) Shared administrative expenses; 2.) Shared general program expenses; 3.) Shared Lima Building A office building program expenses; 4) Shared Lima Building B office building expenses; 5.) Business and Assessment Center expenses and 6) Shared Altura Plaza building expenses. These six types of shared direct expenses are "pooled" and charged back to final cost objectives and cost categories using the cost plan described in detail in section V. COST POOLS AND METHODOLOGY



Exhibit B – Infrastructure Funding Agreement
Arapahoe/Douglas Works

of the CDLE PY Plan.

When the direct measurement of benefits cannot be done efficiently and effectively, Arapahoe/Douglas Works! "pools" the costs into one of six cost pools. The expenditures initially charged to one of the six pools are subsequently allocated to the benefiting programs/grants and cost categories in proportion to the relative benefits received by each grant/program.

Administrative Cost Pool - Consists of pure administrative and Workforce Development Board expenses (non-program). This pool benefits all Arapahoe/Douglas Works! employees and partners in all Arapahoe/Douglas Works! offices. Arapahoe/Douglas Works! has defined this pool to include administrative functions and coordination of those functions, financial management and accounting including purchasing, payroll, and personnel activities (HR), Workforce Development Board activities, organization-wide management, planning contracting, monitoring and agency coordination.

General Program Cost Pool - Consists of shared direct (non-administrative) program expenses. This pool benefits all Arapahoe/Douglas Works! employees and partners in all Arapahoe/Douglas Works! offices. For additional details, please refer to the CDLE PY Plan.

Infrastructure costs are outlined in Section III. of this Exhibit. Service delivery, as outlined in Section I. of this Exhibit, will be provided, and leveraged through in-kind contributions by both Parties.

III. Infrastructure Costs

Infrastructure costs are non-personnel costs that are necessary for the general operation of the one-stop center, such as rental of the facilities, utilities and maintenance, equipment, and technology.

The infrastructure costs for the one-stop system in the Arapahoe/Douglas Workforce Region includes the in-kind infrastructure methodologies as outlined in Attachment I., and excerpted below, as it pertains to the "AD Works! WF Region." This attachment sets forth the agreed-upon calculation and methodology of infrastructure costs contribution toward the operation of the one-stop delivery system in the Arapahoe/Douglas Workforce Region. This contribution was calculated using a reasonable cost allocation methodology based on the relative benefits received.

The UI Division agrees to provide in-kind contributions to the workforce center system throughout Colorado based on the percentages of potential UI claimants served in each region. The UI Division will create the in-kind contribution allocations annually as a separate attachment. The annual allocations will be communicated separately and are used in the development of this Memorandum of Understanding (MOU). No cash payments will be made under this MOU.



Exhibit B – Infrastructure Funding Agreement
Arapahoe/Douglas Works

| WF Region | Total UI Infrastructure Costs | Workforce System's % of Total UI Infrastructure | CY22 AVG UI Claimant's Sum % | Annual In-Kind Contribution based on Customer Base | Quarterly In-Kind Contribution Based on Customer Base |
|-----------|-------------------------------|---|------------------------------|--|---|
| A/D Works | \$3,776,963.40 | 5.88% | 15.19% | \$33,743.25 | \$8,435.81 |

IV. Additional Costs

One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center. Additional costs may include personnel costs (salaries, wages, and fringe benefits).

- a. Please describe, at a minimum, how applicable career services will be funded.

Personnel costs, which may include, but are not limited to; staff providing career services, supervisory oversight, and manager oversight will be supported through Unemployment Insurance Division, and/or Arapahoe/Douglas Works! grant(s).

- b. Please describe how shared operating costs and shared services will be funded, if applicable. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services.

- i. Costing Methodologies
 - 1. Direct Program Costs
 - 2. Allocation of Shared Direct Costs—Cost Pools
 - 3. Organization In-directs

Service delivery outlined in Section I. of this Exhibit will be provided and leveraged through in-kind contributions by both Parties. Cost methodology is outline in Section II. of this Exhibit.

V. Payment and Reconciliation

Infrastructure costs outlined in Section III of Exhibit B and service delivery in Section I of Exhibit B will be provided and leveraged through in-kind contribution by both Parties.

The infrastructure costs as outlined in Exhibit B are in-kind in nature; therefore, at least once per quarter throughout the term of the IFA, UI agrees to reconcile their calculation of their contribution.



Exhibit B – Infrastructure Funding Agreement
Arapahoe/Douglas Works

If, upon completion of the reconciliation process, the Parties agree to update the calculation of the infrastructure cost contribution, UI will provide Arapahoe/Douglas Works! the updated version of these contributions. Upon receipt of the infrastructure cost contribution and corresponding methodology, Arapahoe/Douglas Works! will append the updated contribution figures to the Exhibit, leaving in place all previous versions of the contributions.

Any updated contribution figures shall be incorporated as a legally binding component of the MOU and interpreted to be consistent with all terms and conditions of the MOU and effective during the applicable period defined therein.

VI. Certification

This is to certify that all costs included in this plan are allowable and in accordance with the requirements of the federal awards to which they apply and 2 CFR 200 (Uniform Guidance), Cost Principles for State and Local Governments. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

All costs included in this plan are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and notification will be provided regarding any accounting changes that would affect the proposal materially.

I certify that this is true and correct to the best of my knowledge.

DocuSigned by:
Lynn Paulsen
145F27501FA74A2...
Lynn Paulsen, Branch Manager, Benefit Services
Colorado Department of Labor and Employment
Unemployment Insurance Division

7/14/2023
Date

DocuSigned by:
Katherine Smith
63F9E5CB4F1347D...
Chair, Board of County Commissioners
Arapahoe County Government
(Or authorized designee pursuant to Reso. No. 23-038)

7/14/2023
Date



Exhibit B – Infrastructure Funding Agreement
Arapahoe/Douglas Works

DocuSigned by:
Peter Hancock
F06E86ED719F4C6...
Peter Hancock, Workforce Board Chair
Arapahoe/Douglas Workforce Board

7/14/2023
Date

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Paulina Delora
BDB2A3AE4464E4...
By: Paulina Delora
State Controller Delegate

Date: 7/14/2023



Exhibit B-1, Amendment – Infrastructure Funding Agreement
Arapahoe/Douglas Works
CRN #8446 modified April 2024

Name of One-Stop Partner: Colorado Department of Labor and Employment
Type of Program: Unemployment Insurance Division
Address, City, State, Zip Code: 251 E. 12th Avenue, Denver, CO 80203
Telephone Number: 303-318-9000 Fax Number:
Web Site: <https://cdle.colorado.gov/unemployment>
E-Mail Address: lynn.paulsen@state.co.us

Infrastructure Funding Agreement

The sharing and allocation of infrastructure costs among one-stop partners are governed by WIOA sec. 121 (h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for 2 Federal Awards at 2 CFR part 200 (Uniform Guidance). Funding provided by the one-stop partners to cover the operating costs, including infrastructure costs, of the one-stop delivery system must be based on the partner program's proportionate use of the system and relative benefit received.

I. Listing of Partners and Services

This Infrastructure Funding Agreement (IFA) is made by and between the Arapahoe/Douglas Workforce Development Board, Arapahoe County on behalf of Arapahoe/Douglas Works! (a Division of the Community Resources Department of Arapahoe County Government), and Colorado Department of Labor and Employment (CDLE) for the Partner Program, (together the 'Parties').

Access to Services and Service Delivery:

Each program will make their services accessible through the one-stop delivery system by the following methods:

The Arapahoe/Douglas Works! one-stop delivery system is designed to help job seekers access employment, education, training, and/or support services, as appropriate, 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 look to increase access to high quality workforce services, in accordance with priority of service requirements, to prepare jobseekers with barriers for competitive integrated employment. Moreover, Arapahoe/Douglas Works! will integrate service delivery strategies to improve services to individuals with disabilities. Arapahoe/Douglas Works! will provide reasonable accommodations pursuant to the Americans with Disabilities Act (ADA), as well as programmatic accessibility to employment and/or training services for targeted



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populations, as appropriate.

Access to information, which may include, but is not limited to, information on Arapahoe/Douglas Works! program offerings and services, information pertaining to the Arapahoe/Douglas Works! program orientation and intake processes, talent development and workforce information such as, labor market information (LMI), partner and resource information, upcoming events, workshops, and assessments is available to onsite and offsite customers through the Arapahoe/Douglas Works! website via www.adworks.org.

Arapahoe/Douglas Works! will continually look to streamline technology and processes, whenever necessary and feasible, to ensure best-in-class customer-centered design methodologies are actualized.

WIOA-proficient Arapahoe/Douglas Works! employees will be available at its comprehensive center, as well as at its satellite locations. Arapahoe/Douglas Works! program employees will travel, as needed and appropriate, to various offsite and Partner locations to ensure access and customer service.

Arapahoe/Douglas Works! office locations make available access to computers and other office technology, which may include, but is not limited to, telephones, copiers, printers, and scanners. Our comprehensive, main office location is co-located with Wagner-Peyser career services, veteran's programs, Trade Adjustment Assistance (TAA), Temporary Assistance for Needy Families (TANF)/Colorado Works, and Employment First (EF)/SNAP E&T programming.

Appropriate Arapahoe/Douglas Works! and partner employees will be cross-trained on program eligibility and corresponding service delivery offerings to ensure a no-wrong door service delivery model is realized for customers. Furthermore, strong partnerships have been established with other community partners, which may include, but are not limited to, the Department of Vocational Rehabilitation (DVR), other adult education entities, mental health service providers, justice involved facilities and programs, mature worker programs, and youth and young adult service providers and programs. These aforementioned partnerships help to ensure customer service delivery is seamless and universal.

Unemployment Insurance

A. Access to services in partnership will take place through cross training of staff and access to service as available through a direct linkage. In comprehensive One-Stop Centers, the UI Division will provide direct technological links to representatives with UI expertise for customers seeking



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services. The UI Division will provide those links through a minimum of one Hotline per One-Stop. The hotline must be a physical phone line located in the workforce center.

B. The UI Division will provide program guidance and training as well as technical support for the RESEA program.

C. The UI Division will make training opportunities available as it relates to understanding general UI claims processing information and how claimants can remain eligible with work search and available requirements-

D. Electronic transmission between the UI Division and the One-Stop Centers will communicate the RESEA referrals

E. UI Division and One Stop Center representatives have limited access into the partner agency's databases as appropriate. Each database contains relevant individual claimant information. This includes daily updates on claim status within Colorado's labor exchange website. On a quarterly basis UI wage records will be transmitted to Colorado's labor exchange website.

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 allocation for the services to be provided as outlined in this agreement is contingent on funding availability, and both parties are aware allocations may change at any time.

II. General Financial Information

Arapahoe/Douglas Works! cost allocation will be applied according to the Community Resources cost allocation plan (CAP). The CAP is available upon written request.

III. Infrastructure Costs

Infrastructure costs are non-personnel costs that are necessary for the general operation of the one-stop center, such as rental of the facilities, utilities and maintenance, equipment, and technology.

The infrastructure costs for the one-stop system in the Arapahoe/Douglas Workforce Region includes the in-kind infrastructure methodologies as outlined in Attachment I., and excerpted below, as it pertains to the "AD Works! WF Region." This attachment sets forth the agreed-upon calculation and methodology of infrastructure costs contribution toward the operation of the one-



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stop delivery system in the Arapahoe/Douglas Workforce Region. This contribution was calculated using a reasonable cost allocation methodology based on the relative benefits received.

The UI Division agrees to provide in-kind contributions to the workforce center system throughout Colorado based on the percentages of potential UI claimants served in each region. The UI Division will create the in-kind contribution allocations annually as a separate attachment. The annual allocations will be communicated separately and are used in the development of this Memorandum of Understanding (MOU). No cash payments will be made under this MOU.

| WF Region | Total UI Infrastructure Costs | Workforce System's % of Total UI Infrastructure | CY22 AVG UI Claimant's Sum % | Annual In-Kind Contribution based on Customer Base | Quarterly In-Kind Contribution Based on Customer Base |
|-----------|-------------------------------|---|------------------------------|--|---|
| A/D Works | \$3,776,963.40 | 5.88% | 15.19% | \$33,743.25 | \$8,435.81 |

IV. Additional Costs

One-stop partners must share in additional costs, which must include applicable career services, and may include shared operating costs and shared services that are necessary for the general operation of the one-stop center. Additional costs may include personnel costs (salaries, wages, and fringe benefits).

- a. Please describe, at a minimum, how applicable career services will be funded.

Personnel costs, which may include, but are not limited to; staff providing career services, supervisory oversight, and manager oversight will be supported through Unemployment Insurance Division, and/or Arapahoe/Douglas Works! grant(s).

- b. Please describe how shared operating costs and shared services will be funded, if applicable. The costs of shared services may include initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other one-stop partners, and business services.
 - i. Costing Methodologies
 - 1. Direct Program Costs
 - 2. Allocation of Shared Direct Costs—Cost Pools



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3. Organization In-directs

Please See Section II. General Financial Information

V. Payment and Reconciliation

Infrastructure costs outlined in Section III of Exhibit B and service delivery in Section I of Exhibit B will be provided and leveraged through in-kind contribution by both Parties.

The infrastructure costs as outlined in Exhibit B are **in-kind in nature**; therefore, at least once per quarter throughout the term of the IFA, UI agrees to reconcile their calculation of their contribution. If, upon completion of the reconciliation process, the Parties agree to update the calculation of the infrastructure cost contribution, UI will provide Arapahoe/Douglas Works! the updated version of these contributions. Upon receipt of the infrastructure cost contribution and corresponding methodology, Arapahoe/Douglas Works! will append the updated contribution figures to the Exhibit, leaving in place all previous versions of the contributions. Any updated contribution figures shall be incorporated as a legally binding component of the MOU and interpreted to be consistent with all terms and conditions of the MOU and effective during the applicable period defined therein.

This IFA does not require payments between the Parties from State Funds or otherwise. 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 and upon approval of the State Controller.

VI. Certification

This is to certify that all costs included in this plan are allowable and in accordance with the requirements of the federal awards to which they apply and 2 CFR 200 (Uniform Guidance), Cost Principles for State and Local Governments. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.


All costs included in this plan are properly allocable to federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the agreements to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently and notification will be provided regarding any accounting changes that would affect the proposal materially.



Exhibit B-1, Amendment – Infrastructure Funding Agreement
Arapahoe/Douglas Works
CRN #8446 modified April 2024

I certify that this is true and correct to the best of my knowledge.

IN WITNESS WHEREOF the Parties hereto have duly revised this WIOA MOU Exhibit B as of the **30th day of April** or the latest date written below.

 August 19, 2024
Date
Lynn Paulsen, Branch Manager, Benefit Services
Colorado Department of Labor and Employment
Unemployment Insurance Division
Or, Phil Spesshardt, Director of
Unemployment Insurance Division

Katherine Smith July 19, 2024
Date
Chair, Board of County Commissioners
Arapahoe County Government
(Or authorized designee pursuant to Reso. No. 24-077)

Peter Hancock July 18, 2024
Date
Peter Hancock, Workforce Board Chair
Arapahoe/Douglas Workforce Board

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Paulina Delora
Paulina Delora
State Controller Delegate
Date: August 20, 2024