



WHEREAS, WIOA Section 121(b)(2)(A) provides that both required and additional ***Arapahoe/Douglas Workforce Development Board***

M E M O R A N D U M O F U N D E R S T A N D I N G F O R S E R V I C E D E L I V E R Y A G R E E M E N T S
Between
Arapahoe/Douglas Workforce Development Board, Arapahoe and Douglas County
And
Arapahoe/Douglas Works! Workforce Center – WIOA Adult, Dislocated Worker and Young Adult Programming.

P U R S U A N T T O T H E
W O R K F O R C E I N N O V A T I O N A N D O P P O R T U N I T Y A C T (W I O A)

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is 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 Arapahoe/Douglas Works! Workforce Center! WIOA Adult, Dislocated Worker and Young Adult Programming, (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 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 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.

- 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 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 the 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.



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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, 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 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 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.



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- 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. 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.



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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.



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For Arapahoe County:

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

Arapahoe/Douglas Works!
Workforce Center for WIOA
Adult, Dislocated Worker
And Young Adult Programming:

Joseph M. Barela, Director
Arapahoe/Douglas Works! Workforce Center
6964 S. Lima Street
Centennial, CO 80112

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 sec. 188,
 - (viii) The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),



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- (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.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.

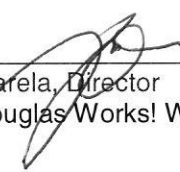


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IN WITNESS WHEREOF the Parties hereto have duly executed this MOU as of the latest **1st day of July 2017** written below.

ATTEST:

Signatures:

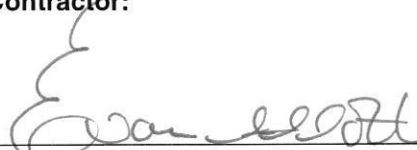


Joseph M. Barela, Director
Arapahoe/Douglas Works! Workforce Center



Date


Contractor:



Evan Abbott, Workforce Board Vice Chair
Arapahoe/Douglas Workforce Board



Date



Donald A. Klemme, Director
Community Resources Department
Arapahoe County Government



Date

Sign & Return

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

WILLIAM W. BERRY, JR., DISTRICT ATTORNEY
IN THE COUNTY OF LOS ANGELES, CALIFORNIA
AND W. BERRY, JR., DISTRICT ATTORNEY



Exhibit A – Scope of Services
Arapahoe/Douglas Works!

Name of One-Stop Partner: Arapahoe/Douglas Works! Workforce Center
Type of Program: WIOA Adult, Dislocated Worker and Young Adult Programming
Address, City, State, Zip Code: 6964 S. Lima St Centennial, CO 80112
Telephone Number: 303.636.1160 Fax Number: 303.636.1250
Web Site: www.adworks.org E-Mail Address: kfolks@arapahoegov.com

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.**

Inclusive of WIOA Adult, WIOA Dislocated Worker, and WIOA Youth Programs

The Arapahoe/Douglas Workforce Development Board has designated the Arapahoe/Douglas Works! Workforce Center as the one-stop for the federally designated regions of Arapahoe County and Douglas County. 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! 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 and/or other barriers to employment. 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 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 available to onsite and offsite customers through the Arapahoe/Douglas Works! website via www.adworks.org.



Exhibit A – Scope of Services Arapahoe/Douglas Works!

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 our comprehensive center, as well as at our 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.

Office locations offer 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, veterans programs, Trade Adjustment Assistance (TAA), Temporary Assistance for Needy Families (TANF)/Colorado Works, and Employment First (EF)/SNAP E&T programming.

Appropriate employees will be cross-trained on program eligibility and corresponding service delivery to ensure a no-wrong door service delivery model is realized for customers. Furthermore, strong partnerships have been established, with community partners, which may include, but is not limited to, the Department of Vocational Rehabilitation (DVR), 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.

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 WIAO Title 1&3 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.



Exhibit A – Scope of Services Arapahoe/Douglas Works!

Inclusive of WIOA Adult, WIOA Dislocated Worker, and WIOA Youth/Young Adult Programs

Arapahoe/Douglas Works! WIOA programming has implemented a customer-centered design methodology endorsed by the United States Department of Labor (USDOL) and the Innovation & Opportunity Network (ION). This practice implements a customer-centered approach to processes, strategies, procedures, and services. Customer-centered design focuses upon innovation to address the needs of the end-user; this approach will be exercised by all WIOA program employees and leadership.

The primary, comprehensive office is located at 6964 and 6974 South Lima Street, Centennial, Colorado 80112.

Current satellite offices are located at:

- Altura Plaza, 15400 East 14th Place, Aurora, Colorado 80011
- Littleton Plaza, 1690 West Littleton Boulevard, Littleton, Colorado 80120 (Currently WIOA Youth/Young Adult program customers only)
- Centre Point, 14980 East Alameda Drive, Aurora, Colorado 80012 (Currently Arapahoe County Colorado Parent Employment Project (COPEP) customers only)
- Douglas County Jail, 4000 Justice Way, Castle Rock, Colorado 80104 (Douglas County Jail referrals only)
- Arapahoe County Jail, 7375 South Potomac Street, Centennial, Colorado 80112 (Arapahoe County Jail referrals only)

WIOA Adult Program

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.

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, occupational training and work-based learning opportunities, supportive services, job development and placement activities, employment and soft-skills related workshops, and/or follow-up services.



Exhibit A – Scope of Services Arapahoe/Douglas Works!

Arapahoe/Douglas Works! has a tiered training policy with additional tuition 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.

WIOA Dislocated Worker Program

Arapahoe/Douglas Works! WIOA Dislocated Worker 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, Unemployment Insurance (UI) exhaustees, displaced homemakers, 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 Dislocated Worker-eligible customers. Individual career services, available to all Arapahoe/Douglas Works! Dislocated Worker 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 Dislocated Worker 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.



Exhibit A – Scope of Services Arapahoe/Douglas Works!

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

Arapahoe/Douglas Works! has a tiered training policy with additional tuition assistance for occupational training and work-based learning opportunities for appropriate WIOA Dislocated Worker-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 Dislocated Worker customers.

Arapahoe/Douglas Works! meets regularly with partner organizations to inform external agencies about current WIOA Dislocated Worker 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 Dislocated Worker 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.

WIOA Youth/Young Adult Program

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



Exhibit A – Scope of Services Arapahoe/Douglas Works!

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, occupational training and work-based learning opportunities, supportive services, job development and placement activities, employment and soft-skills related workshops, and/or follow-up services.

Arapahoe/Douglas Works! has a tiered training policy with additional tuition assistance 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:

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:
 - (i) Summer employment opportunities and other employment opportunities available throughout the school year;
 - (ii) Pre-apprenticeship programs;
 - (iii) Internships and job shadowing; and
 - (iv) 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.



Exhibit A – Scope of Services Arapahoe/Douglas Works!

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.

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.

Exhibit A – Scope of Services
Arapahoe/Douglas Works!

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

- 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	B	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	R	Individual Self-Sufficiency or Employment Plans	X	On-the-Job Training	B	Candidate Testing	X
Orientation	X	Counseling: Group or Individual	R	Skills Upgrading	B	Job Referrals	X
Resource Center	X	Case Management	X	Re-Training	B	Space for Job Interviews	X
Initial Assessment	X	Basic Education, Literacy Training, GED Training	B	Entrepreneurial Training	X	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	B	Leadership Development Activities	R			Focus Groups	R
Other:		Mentoring	B			Other:	
		Alternative Secondary School	R				



Exhibit A – Scope of Services Arapahoe/Douglas Works!

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 an integrated and expert intake process for all customers entering the one-stop center. Frontline staff will be highly familiar with 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 appropriate.

Referrals from internal 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.

Arapahoe/Douglas Works! utilizes Connecting Colorado, a Colorado Department of Labor and Employment (CDLE) statewide technological database, 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 provided the necessary releases and agreements are in place with the partnering agency.

Arapahoe/Douglas Works! 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.

Arapahoe/Douglas Works! 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. Arapahoe/Douglas Works! expressly agrees to take measures to ensure that no personally identifiable information is accessible by unauthorized individuals.

Arapahoe/Douglas Works! 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.



Exhibit B – Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!

Name of One-Stop Partner: Arapahoe/Douglas Works! Workforce Center
Type of Program: WIOA Adult, Dislocated Worker and Young Adult Programming
Address, City, State, Zip Code: 6964 South Lima Street, Centennial, Colorado 80112
Telephone Number: 303.636.1160 Fax Number: 303.636.1250
Web Site: www.adworks.org E-Mail Address: _____

Infrastructure Funding Agreement

The sharing and allocation of infrastructure costs among one-stop partners are governed by Workforce Innovation and Opportunity Act (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, the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government), and the Arapahoe/Douglas Works! Workforce Center's WIOA Adult, Dislocated Worker and Young Adult Programming, (together the 'Parties').

Inclusive of WIOA Adult, WIOA Dislocated Worker, and WIOA Young Adult Programs:

The Arapahoe/Douglas Workforce Development Board has designated the Arapahoe/Douglas Works! Workforce Center as the one-stop for the federally designated regions of Arapahoe County and Douglas County. The Arapahoe/Douglas Works! one-stop delivery system is designed to help job seekers access employment, education, training, and/or supportive 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 and/or other barriers to employment. 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 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 available to on-site and off-site 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 the comprehensive center, as



Exhibit B – Infrastructure Funding Agreement (IFA) Arapahoe/Douglas Works!

well as at satellite locations. Arapahoe/Douglas Works! WIOA program employees will travel, as needed and appropriate, to various off-site and partner locations to ensure access and customer service.

Office locations offer access to computers and other office technology, which may include, but is not limited to; telephones, copiers, printers, and scanners. The comprehensive, main office location is co-located with Wagner-Peyser career services, veterans programs, Wagner-Peyser, Trade Adjustment Assistance (TAA), Temporary Assistance for Needy Families (TANF)/Colorado Works (CW), and Employment First (EF)/Supplemental Nutrition Assistance Program (SNAP)/Employment and Training Program (E&T).

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

Arapahoe/Douglas Works! will follow all applicable Federal, state and local laws to ensure that the needs of workers, young adults, and individuals with barriers to employment, including individuals with disabilities are addressed.

Arapahoe/Douglas Works! WIOA programming has implemented a customer-centered design methodology endorsed by the United States Department of Labor (USDOL) and the Innovation & Opportunity Network (ION). This practice implements a customer-centered approach to processes, strategies, procedures, and services. Customer-centered design focuses upon innovation to address the needs of the end-user; this approach will be exercised by all WIOA program employees and leadership.

Arapahoe/Douglas Works! offers a variety of services to WIOA eligible customers. Available career services may include, but is not limited to; staff facilitated workshops, job search and career guidance encompassing LMI and training provider information, hiring events and specialized hiring events. Staff assisted career services may include, but is not limited to; orientation, intake, WIOA 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. Additional career services may include, but is not limited to; comprehensive assessment, counseling, case management, and pre-vocational services.

Arapahoe/Douglas Works! WIOA Adult, WIOA Dislocated Worker and WIOA 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," mature workers, justice involved, single parents, Unemployment Insurance (UI) exhaustees, 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).

For appropriate WIOA Title I eligible customers, services may include, but are not limited to; career guidance, career pathways, occupational training and work-based learning opportunities, supportive services, job development and placement activities, employment and soft-skills related workshops, and/or follow-up services.



Exhibit B – Infrastructure Funding Agreement (IFA) Arapahoe/Douglas Works!

Arapahoe/Douglas Works! will utilize assessments and regional LMI data to identify occupations to make available the training necessary to increase the marketable skillset of eligible and appropriate customers.

Arapahoe/Douglas Works! meets regularly with partner organizations to inform them regarding WIOA Title I program-funded services.

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.

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 of the Colorado Department of Labor and Employment (CDLE) Program Year (PY) 2017 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



Exhibit B – Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!

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 2017 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.

These aforementioned infrastructure costs are funded by the following program budgets:

Program	Total
WIOA Title I Adult	\$1,289,962.00
WIOA Title I Dislocated Worker	\$558,449.00
WIOA Title I Young Adult	\$935,230.00

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; front-line staff providing career services to Arapahoe/Douglas Works! customers at the comprehensive one-stop and satellite locations, supervisory oversight, and manager oversight will be supported and leveraged through WIOA Title I funds as well as other Arapahoe/Douglas Works! grant(s), as applicable and appropriate.

- 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

Please see Section II. General Financial Information.



ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT



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V. Payment and Reconciliation

CDLE will provide a Notice of Funding Availability (NFA) which will generate an Expenditure Authorization (EA)/Work Plan; subsequently, Arapahoe/Douglas Works! will draw down through the CLEAR system.

(Remainder of Page Intentionally Left Blank. Signature Page to Follow)



ARAPAHOE COUNTY
COMMUNITY RESOURCES DEPARTMENT



Exhibit B – Infrastructure Funding Agreement (IFA)
Arapahoe/Douglas Works!

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.

Andrew Bercich
Chair, Arapahoe/Douglas Workforce Development Board

12/20/17
Date

Donald A. Klemme, Director
Community Resources Department
Arapahoe County Government

12/27/17
Date

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

AMENDMENT to the 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) for the Provision of
WIOA Adult, Dislocated Worker and Young Adult Programming

PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

This Amendment to the Memorandum of Understanding ("MOU") for Service Delivery
Agreements effective this day July 1, 2020, 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) for
the Provision of WIOA Adult, Dislocated Worker and Young Adult Programming.

WHEREAS, the Parties have entered into a written agreement ("MOU") dated July 1,
2017 pursuant to the Workforce Innovation and Opportunity Act (WIOA); and

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

1. The term of the Agreement shall be extended to June 30, 2023; and,
2. Exhibit B., Section III. shall reflect the corresponding program year allocations
received for WIOA Adult, Dislocated Worker and Young Adult funding.

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

This amendment shall take effect on July 1, 2020.



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

June 29, 2020

Date

Peter Hancock

Peter Hancock
Chair, Arapahoe/Douglas Workforce Development Board

6/30/2020

Date