



Arapahoe/Douglas Workforce Development Board

MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY AGREEMENTS

Between

Arapahoe/Douglas Workforce Development Board, Arapahoe and Douglas County
And

Arapahoe County Department of Human Services – SNAP Employment and Training Program

**PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made by and between the *Arapahoe/Douglas Workforce Development Board, the Arapahoe/Douglas Works! Workforce Center (a Division of the Community Resources Department of Arapahoe County Government, and the Arapahoe County Human Services Department, (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.

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 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, 2018**, 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, Arapahoe County Department of Human Services, and the remaining Partners.

B. Modifications and Amendments

- (1) Except as specifically provided in this MOU, modifications of this MOU shall not be effective unless agreed to in writing by the Parties in an amendment to this MOU, properly executed and approved in accordance with applicable state and local laws, rules, and policies.
- (2) In accordance with 20 CFR 678.500(d) the Parties agree to review the terms of this MOU not less than every three (3) years following the Effective Date to reflect any changes in the delivery of services, signatory official of the Parties, or one-stop infrastructure funding. Each Party to this agreement shall inform the other of any such changes until such time the agreement is modified in accordance with Section III.B(1) above. Should the need arise, the Parties may review the MOU on a more frequent basis and if substantial changes have occurred, amend the MOU to ensure appropriate funding and delivery of services. *Arapahoe/Douglas Workforce Board* shall initiate and oversee periodic review(s).
- (3) The Parties may modify an exhibit attached to this MOU without written amendment to the MOU; provided, however, that no such modification to an exhibit shall result in or be binding on the Parties if the modification requires an increase to a Party's total amount of cost sharing costs as set forth in Exhibit B. Any modification to an exhibit agreed to by the parties that requires an increase in a Party's total amount of cost sharing costs shall be evidenced by a written amendment to this MOU prepared and executed by both parties in accordance with Section III.B.(1) above.

The parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing the contract control numbers, if any, for this MOU. A proposed modification to an exhibit will be effective only when it has been approved in writing by the authorized representatives of the Parties, 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.



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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 the 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. Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.



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- 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, who will make the final dispute resolution decision.
- 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.



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- 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

For Arapahoe County: Arapahoe County Human Services
14980 East Alameda Drive
Aurora, Colorado 80012

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



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

Suzanne Price
Administrator of Human Services
14980 East Alameda Drive
Aurora, Colorado 80112
SPrice@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. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor 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),
 - (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.

HIPAA BUSINESS ASSOCIATE ADDENDUM

The parties to this Business Associate Addendum are the County (hereinafter referred to as the "County", "Covered Entity" or "CE") and the Contractor (hereinafter referred to as the "Contractor" or "Associate"). This Addendum takes effect along with the Agreement or at the time of the compliance date of the Privacy Rule as defined below, whichever first occurs (the "Addendum Effective Date").

RECITALS

- A. Associate entered into the Agreement with CE and, as a contractor for CE, has access to certain information, some of which may constitute Protected Health Information ("PHI") as defined below.



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- B. CE wishes to disclose certain information to Associate pursuant to the terms of the Agreement, some of which may constitute PHI.
- C. As a contractor with access to PHI, Associate is subject to obligations with respect to PHI under HIPAA in the same manner as CE.
- D. CE and Associate intend to protect the privacy and provide for the security of PHI disclosed to Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d -3120d-8 ("HIPAA") and its implementing regulations there under by the U.S. Department of Health and Human Services (the "Privacy Rule") and other applicable laws, as amended.
- E. As part of the HIPAA regulations, the Privacy Rule requires CE to enter into a contract containing specific requirements with Associate prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Addendum.

The parties agree as follows:

1. Definitions.

a) Except as otherwise defined herein, capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy Rule at 45 C.F.R. Parts 160 and 164, as amended. In the event of any conflict between the mandatory provisions of the Privacy Rule and the provisions of this Addendum, the Privacy Rule shall control. Where the provisions of this Addendum differ from those mandated by the Privacy Rule, but are nonetheless permitted by the Privacy Rule, the provisions of this Addendum shall control.

b) "Protected Health Information" or "PHI": means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

c) "Protected Information": shall mean PHI provided by CE to Associate or created or received by Associate on CE's behalf. To the extent Associate is a covered entity under HIPAA and creates or obtains its own PHI for treatment, payment and health care operations, Protected Information under this Addendum does not include any PHI created or obtained by Associate as a covered entity and Associate shall follow its own policies and procedures for accounting, access and amendment of Associate's PHI.

2. Obligations of Associate.

a) Permitted Uses. Associate shall not use Protected Information except for the purpose of performing Associate's obligations under and as permitted by the terms of this Addendum. Further, Associate shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule if so used by CE, except that Associate may use Protected Information: (i) for the proper management and administration of Associate; (ii) to carry out the legal responsibilities of Associate; or (iii) for Data Aggregation purposes for the Health Care Operations



of CE. Additional provisions, if any, governing permitted uses of Protected Information are set forth in Attachment A.

b) **Permitted Disclosures.** Associate shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule if disclosed by CE, except that Associate may disclose Protected Information: (i) in a manner permitted pursuant to this Addendum; (ii) for the proper management and administration of Associate; (iii) as required by law; (iv) for Data Aggregation purposes for the Health Care Operations of CE; or (v) to report violations of law to appropriate federal or state authorities, consistent with 45 C.F.R. Section 164.5020(1). To the extent that Associate discloses Protected Information to a third party, Associate must obtain, prior to making any such disclosure: (i) reasonable assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party; and (ii) an agreement from such third party to notify Associate within two business days of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach. Additional provisions, if any, governing permitted disclosures of Protected Information are set forth in Attachment A.

c) **Appropriate Safeguards.** Associate shall implement appropriate safeguards to prevent the use or disclosure of Protected Information otherwise than as permitted by this Addendum. Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Associate's operations and the nature and scope of its activities.

d) **Reporting of Improper Use or Disclosure.** Associate shall report to CE in writing any use or disclosure of Protected Information other than as provided for by this Addendum within five (5) business days of becoming aware of such use or disclosure.

e) **Associate's Agents.** If Associate uses one or more subcontractors or agents to provide services under this Addendum, and such subcontractors or agents receive or have access to Protected Information, each subcontractor or agent shall sign an agreement with Associate containing substantially the same provisions as this Addendum and further identifying CE as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of such subcontractor or agent agreement. Associate shall implement and maintain appropriate sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f) **Access to Protected Information.** Associate shall make Protected Information maintained by Associate or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations to permit individual access to PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.

g) **Amendment of PHI.** Within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, Associate or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations with respect to requests by individuals to amend their PHI under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from Associate or its agents or subcontractors, Associate must notify CE in writing within five (5) business days of the receipt of the request.

h) **Accounting Rights.** Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, Associate and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable



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CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528. As set forth in, and as limited by, 45 C.F.R. Section 164.528, Associate shall not provide an accounting to CE of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 C.F.R. Section 164.506; (ii) to individuals of Protected Information about them as set forth in 45 C.F.R. Section 164.502; (iii) pursuant to an authorization as provided in 45 C.F.R. Section 164.508; (iv) to persons involved in the individual's care or other notification purposes as set forth in 45 C.F.R. Section 164.510; for national security or intelligence purposes as set forth in 45 C.F.R. Section 164.512(k)(2); to correctional institutions or law enforcement officials as set forth in 45 C.F.R. Section 164.512(k)(5); (vii) incident to a use or disclosure otherwise permitted by the Privacy Rule; (viii) as part of a limited data set under 45 C.F.R. Section 164.514(e); or (ix) disclosures prior to April 14, 2003. Associate agrees to implement a process that allows for an accounting to be collected and maintained by Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Associate or its agents or subcontractors, Associate shall within five (5) business days of the receipt of the request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. Associate shall not disclose any Protected Information except as set forth in Section 2(b) of this Addendum.

i) **Governmental Access to Records.** Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Information available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary"), in a time and manner designated by the Secretary, for purposes of determining CE's compliance with the Privacy Rule. Associate shall also provide concurrently to CE a copy of any Protected Information that Associate provides to the Secretary.

j) **Minimum Necessary.** Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of Protected Information necessary to accomplish the purpose of the request, use or disclosure, in accordance with the Minimum Necessary requirements of the Privacy Rule including, but not limited to, 45 C.F.R. Sections 164.502(b) and 164.514(d).

k) **Data Ownership.** Associate acknowledges that Associate has no ownership rights with respect to the Protected Information.

l) **Retention of Protected Information.** Except as provided in Section 4(e) of this Addendum, Associate and its subcontractors or agents shall retain all Protected Information throughout the term of this Addendum and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Contract.

m) **Notification of Breach.** During the term of this Addendum, Associate shall notify CE within two business days of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

n) **Audits, Inspection and Enforcement.** Within ten business (10) days of a written request by CE, Associate and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to



title use or disclosure of Protected Information pursuant to this Addendum for the purpose of determining whether Associate has complied with this Addendum; provided, however, that: (i) Associate and CE shall mutually agree in advance upon the scope, timing and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of Associate to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Associate. The fact that CE inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Associate of its responsibility to comply with this Addendum, nor does CE's (i) failure to detect or (ii) detection, but failure to notify Associate or require Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under this Addendum.

o) **Safeguards During Transmission.** Associate shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of Protected Information transmitted to CE pursuant to this Addendum, in accordance with the standards and requirements of the Privacy Rule, until such Protected Information is received by CE, and in accordance with any specifications set forth in Attachment A.

p) **Restrictions and Confidential Communications.** Within ten (10) business days of notice by CE of a restriction upon uses or disclosures or request for confidential communications pursuant to 45 C.F.R. 164.522, Associate will restrict the use or disclosure of an individual's Protected Information, provided Associate has agreed to such a restriction. Associate will not respond directly to an individual's requests to restrict the use or disclosure of Protected Information, or to send all communication of Protected Information to an alternate address. Associate will refer such requests to the CE so that the CE can coordinate and prepare a timely response to the requesting individual and provide direction to Associate.

3. Obligations of CE.

a) **Safeguards During Transmission.** CE shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Associate pursuant to this Addendum, in accordance with the standards and requirements of the Privacy Rule, until such PHI is received by Associate, and in accordance with any specifications set forth in Attachment A.

b) **Notice of Changes.** CE shall provide Associate with a copy of any notices of changes that it receives from the State pursuant to the State Addendum, including the following: 1) notice of privacy practices produced in accordance with 45 CFR Section 164.520, as well as any subsequent changes or limitation(s) to such notice, to the extent such changes or limitations may effect Associate's use or disclosure of Protected Information; 2) Any changes in, or revocation of, permission to use or disclose Protected Information, to the extent it may affect Associate's permitted or required uses or disclosures; and 3) To the extent that it may affect Associate's permitted use or disclosure of PHI, any restriction on the use or disclosure of Protected Information that CE has agreed to in accordance with 45 CFR Section 164.522. CE may effectuate any and all such notices of non-private information via posting on CE's web site. First Transit shall monitor CE's designated web site for notice of changes to CE's HIPAA privacy policies and practices.

4. Termination.

a) **Without Cause.** Either of the parties shall have the right to terminate this Addendum by giving the other party 30 days' notice. If notice is given, the Addendum will terminate at the end of 30 days, and the liabilities of the parties hereunder for further performance of the terms of the Addendum



shall thereupon cease, but the parties shall not be released from duty to perform up to the date of termination.

b) **Material Breach.** In addition to any other provisions in the Agreement regarding breach, a breach by Associate of any provision of this Addendum, as determined by CE, shall constitute a material breach of the Agreement and this Addendum and shall provide grounds for immediate termination of the Agreement and of this Addendum by CE pursuant to the provisions of this Addendum and the Agreement covering termination for cause, if any. If the Agreement contains no express provisions regarding termination for cause, the following terms and conditions shall apply: 1) Default. If Associate refuses or fails to timely perform any of the provisions of this Addendum or the Agreement, CE may notify Associate in writing of the nonperformance, and if not promptly corrected within the time specified, CE may terminate this Addendum and the Agreement. Associate shall continue performance of this Addendum and the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services elsewhere, (2) Erroneous Termination for Default. If after such termination it is determined, for any reason, that Associate was not in default, or that Associate's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if this Addendum and the Agreement had been terminated for convenience.

c) **Reasonable Steps to Cure Breach.** If CE knows of a pattern of activity or practice of Associate that constitutes a material breach or violation of the Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate this Addendum pursuant to Section 4(a), then CE shall take reasonable steps to cure such breach or end such violation, as applicable. If CE's efforts to cure such breach or end such violation are unsuccessful, CE shall either (i) terminate this Addendum, if feasible or (ii) if termination of this Addendum is not feasible, CE shall report Associate's breach or violation to the Secretary of the U.S. Department of Health and Human Services.

d) **Judicial or Administrative Proceedings.** Either party may terminate this Addendum, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

e) **Effect of Termination.**

- (1) Except as provided in paragraph (2) of this subsection, upon termination of this Addendum, for any reason, Associate shall return or destroy all Protected Information that Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If Associate elects to destroy the Pill, Associate shall certify in writing to CE that such Pill has been destroyed.
- (2) If Associate believes that returning or destroying the Protected Information is not feasible, Associate shall promptly provide CE notice of the conditions making return or destruction infeasible. Upon mutual agreement of CE and Associate that return or destruction of Protected Information is infeasible, Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c), 2(d) and 2(e) of this Addendum to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.



5. Injunctive Relief. CE shall have the right to injunctive and other equitable and legal relief against Associate in the event of any use or disclosure of Protected Information in violation of this Agreement or applicable law. Associate acknowledges and agrees that in the event of such impermissible use or disclosure of Protected Information, CE may seek injunctive relief if: (1) CE will suffer real, immediate, and irreparable injury which will be prevented by injunctive relief; (2) that CE has no plain, speedy, and adequate remedy at law; (3) that the granting of a preliminary injunction will promote the public interest in privacy rather than disserve the public rest; (4) that the balance of equities always favors the injunction in such cases; (5) that the injunction will preserve the status quo pending a trial on the merits; and (6) that CE shall not be required to demonstrate a reasonable probability of success on the merits in order to obtain injunctive relief.

6. No Waiver of Immunity. No term or condition of this Addendum shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq. or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq. as applicable, as now in effect or hereafter amended.

7. Limitation of Liability. Any limitation of Associate's liability in the Agreement shall be inapplicable to the terms and conditions of this Addendum.

8. Disclaimer. CE makes no warranty or representation that compliance by Associate with this Addendum, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Associate's own purposes. Associate is solely responsible for all decisions made by Associate regarding the safeguarding of PHI.

9. Certification. To the extent that CE determines an examination is necessary in order to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

10. Amendment.

a) Amendment to Comply with Law. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule, the Final HIPAA Security regulations at 68 Fed. Reg. 8334 (Feb. 20, 2003), 45 C.F.R. § 164.314 and other applicable laws relating to the security or privacy of PHI. The parties understand and agree that CE must receive satisfactory written assurance from Associate that Associate will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. CE may terminate the Addendum upon thirty (30) days written notice in the event (i) Associate does not promptly enter into negotiations to amend this Addendum when requested by CE pursuant to this Section or (ii) Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.



b) Amendment of Attachment A. Attachment A may be modified or amended by mutual agreement of the parties in writing from time to time without formal amendment of this Addendum.

11. Assistance in Litigation or Administrative Proceedings. Associate shall make itself, and any subcontractors, employees or agents assisting Associate in the performance of its obligations under this Addendum, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy of PHI, except where Associate or its subcontractor, employee or agent is a named adverse party.

12. No Third Party Beneficiaries. Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Interpretation. The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. Together, the Agreement and this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the Privacy Rule. This Agreement supersedes and replaces any previous separately executed HIPAA addendum between the parties.

14. Survival of Certain Terms. Notwithstanding anything herein to the contrary, Associate's obligations under Section 7(d) ("Effect of Termination") and Section 14 ("No Third Party Beneficiaries") shall survive termination of this Addendum and shall be enforceable by CE as provided herein in the event of such failure to perform or comply by the Associate.

15. Representatives and Notice.

a) Representatives. For the purpose of this Addendum, the individuals listed below are hereby designated as the parties' respective representatives. Either party may from time to time designate in writing new or substitute representatives.

b) Notices. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses as set forth above.

16. Availability of Funds. Payment pursuant to this Addendum, if in any part federally funded, is subject to and contingent upon the continuing availability of federal funds for the purposes hereof. If any of said federal funds become unavailable, as determined by the CE, either party may immediately terminate or seek to amend this Addendum.

17. Audits. In addition to any other audit rights in this Addendum, Associate shall permit CE and any authorized federal agency to monitor and audit records and activities which are or have been undertaken pursuant to this Addendum.

18. No Assignment. Except as otherwise provided, the duties and obligations of Associate shall not be assigned, delegated or subcontracted except with the express prior written consent of CE. Any subcontractors or agents used by BA to perform any services in connection with this Addendum shall be subject to the requirements of this Addendum.



**Arapahoe/Douglas
WORKFORCE BOARD
C O L O R A D O**

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

ATTEST:

Signatures:

Cheryl Ternes

Cheryl Ternes, Director
Human Services Department
Arapahoe County Government

7.14.17

Date

Contractor:

Mary Riebe
Mary Riebe, Workforce Board Chair
Arapahoe/Douglas Workforce Board
Andrew Berich

7/5/17
Date

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

6/27/17
Date

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



**Arapahoe/Douglas
WORKFORCE BOARD
C O L O R A D O**

Exhibit A – Scope of Services
Arapahoe/Douglas Works!

Name of One-Stop Partner: Arapahoe County Department of Human Services
Type of Program: SNAP – Employment and Training Program
Address, City, State, Zip Code: 14980 East Alameda Drive, Aurora, Colorado 80012
Telephone Number: _____ Fax Number: _____
Web Site: _____ E-Mail Address: _____

Please provide detailed descriptions of each of the following:

I. Access to Services

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

SNAP – Employment and Training Program (Employment First - EF) and WIOA-proficient Arapahoe/Douglas Works! employees will be available at our comprehensive center, as well as at our satellite locations. Arapahoe/Douglas Works! Employment First and 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 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), 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.



- 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.**

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! 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 SNAP E&T/Employment First (EF) individuals as well as programmatic options 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 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.



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.**

The scope of work calls for the Employment First Program (EF) to serve all mandated food stamp recipients in accordance with State rules and regulations in Arapahoe County. The EF program is responsive to the statutory Department of Agriculture rules and regulations by aligning to the program purpose of ending the dependence of food stamp recipients on government benefits by promoting job preparation and work as detailed in the scope of work listed below.

- Working with all program mandated food stamp clients.
- Compliance with EF program requirements.
- Attend scheduled State EF Liaison quarterly meetings.
- Facilitate all weekly scheduled EF orientations conducted by EF staff.
- Ensure all able-bodied food assistance participants are engaged in activities that will improve their employability.
- Administer the Arapahoe County Workfare program.
- Completing all required data entry into CBMS.
- Technical Oversight, Staff training and Program Monitoring.
- Conducting supervised Job Search, Job Readiness and Job Retention workshops.
- Providing timely and accurate ADW! entered employment data to Human Services.
- Providing other countable work activities for ongoing participants.
- Developing new employer relationships as well as maintaining existing employer relationships.
- Arranging placements and/or hiring events with targeted employers for EF clients.

For the proposed 12 month budget for 2017-2018, Arapahoe/Douglas Works! will spend up to the estimated \$1,000,000.00 amount pending the allocation determination from the State of Colorado. The budget consists of a portion of actual personnel, infrastructure and operational costs for the Employment First team. The budget also includes, but is not limited to overhead cost such as building space/occupancy, replacement PC's, office supplies, telephone ports and network data ports. Administration, travel, mileage and mandatory EF staff training have also been built into the budget.

ADW agrees to enroll all mandated EF clients under the 2017-2018 Scope of Work Agreement. All costs including support and direct program services will be self-contained



Exhibit A – Scope of Services
Arapahoe/Douglas Works!

within the current budget as agreed upon. The support and direct services line budget items will be managed by ADW! to provide services as stated in this scope of work.

Invoices for EF Services to the County and paid directly to the Contractor as a result of services rendered. The EF cap is subject to increase or change due to available funding through the year by EF State office of Employment First. EF is a self-contained program

with Earned Enhanced Funding and state funds from the Colorado State Human Services Employment First allocation. ADW Employment First program has historically been dependent on several streams of funding from the State level including: EF standard allocation, 100% monies, 50/50 monies, and Enhanced Funding to run the EF program for all SNAP E&T participants.

Arapahoe Douglas Works! the one-stop delivery system, receives funding from Arapahoe County Human Services for infrastructure costs. These costs include but are limited to: non personnel costs that are necessary for the general operation of the one-stop center, Rental costs of facilities, costs of utilities and maintenance, Equipment: Assessment related products, Assistive technology for individuals with disabilities and Technology to facilitate access to the one stop center: Center's planning activities and Center's outreach activities.



Arapahoe/Douglas WORKFORCE BOARD C O L O R A D O

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



Arapahoe/Douglas WORKFORCE BOARD C O L O R A D O

Exhibit A – Scope of Services Arapahoe/Douglas Works!

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



III. Referrals

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

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

- Methods of referrals between partners for appropriate services and activities:
 - All referrals will be initiated by Arapahoe County Department of Human Services for SNAP.
- Tracking referrals and related activities:
 - Tracking of referrals and related activities will be done by the Colorado Benefits Management System as well as agency dashboards and reporting mechanism.
- Coordination and follow through:
 - All coordination and follow through will be monitored by program supervisor/manager and reported to ACDHS on a monthly basis. All programs will have a 5% file auditing to ensure compliance with federal rules and regulations as well as monitoring of career progression of participants.
- Shared data systems and documentation:
 - All data reporting systems (Connecting Colorado and CBMS) will have data sharing capabilities to provide needed data to for program eligibility.

AMENDMENT TO THE AGREEMENT BETWEEN
THE ARAPAHOE/DOUGLAS WORKFORCE DEVELOPMENT BOARD,
THE ARAPAHOE/DOUGLAS WORKS! WORKFORCE CENTER AND
THE ARAPAHOE COUNTY HUMAN SERVICES DEPARTMENT

This Amendment to the Agreement made this 1st day of July, 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), and the Arapahoe County Human Services Department, together "the Parties."

WHEREAS, the Parties previously have entered into a written Memorandum of Understanding pursuant to the Workforce Innovation and Opportunity Act ("the Agreement"), dated July 1, 2017, for the provision of workforce development services to Employment First participants; and,

NOW, THEREFORE, the Parties mutually agree to amend the following as outlined below:

1. The term of the Agreement shall be extended to June 30, 2021, unless sooner terminated or otherwise extended; and,
2. Exhibit A shall be amended to read as follows:

Exhibit A Access to Services

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.

Employment First/SNAP Employment and Training (Employment First/SNAP E&T) and Workforce Innovation and Opportunity Act (WIOA) proficient Arapahoe/Douglas Works! (ADW!) employees will be available at our comprehensive center, as well as at our satellite locations. Arapahoe/Douglas Works! Employment First and 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 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 access to the following programs which include, but are not limited to: Wagner-Peyser career services, WIOA Title I programs, Veterans programs, Trade Adjustment Assistance (TAA), Temporary Assistance for Needy Families (TANF), Parents to Work, and the Division of Vocational Rehabilitation (DVR).

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; various 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.

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.

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! 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 Employment First individuals, as well as programmatic options 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 are 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.

Section **Service Delivery** shall be amended to read as follows:

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.

The Employment First Program (EF) will serve food stamp recipients, in a voluntary model, in accordance with state rules and regulations in Arapahoe County. The EF program is responsive to the statutory Department of Agriculture rules and regulations by aligning to the program purpose of ending the dependence of food stamp recipients on government benefits by promoting job preparation and work as detailed below.

- Work with all ABAWD food stamp clients;
- Operate a voluntary program to serve food stamp clients that may choose to pursue assistance with employment;
- Comply with EF program federal and state requirements;
- Attend scheduled State EF Meetings;
- Facilitate all weekly scheduled EF orientations conducted by EF staff;
- Ensure all able-bodied food assistance participants are engaged in activities that will improve their employability;
- Administer the Arapahoe County Workfare program;
- Complete all required data entry into the Colorado Benefits Management System (CBMS);
- Ensure, technical oversight, staff training and program monitoring;
- Conduct supervised job search, job readiness and job retention workshops;
- Deliver training services to appropriate participants;
- Engage participants in employment retention services for up to 90 days after benefits have ended;
- Provide timely and accurate entered employment data to the Department of Human Services;
- Provide other countable work activities for ongoing participants;
- Develop new employer relationships as well as maintain existing employer relationships; and
- Arrange placements and/or hiring events with targeted employers for EF clients.

The Arapahoe/Douglas Works! Employment First budget allocation is based off of the Employment First grant awarded by the state. Any additional funding requested will be originated by Arapahoe County Human Services. If Arapahoe/Douglas Works! elects to request additional funds, Arapahoe/Douglas Works! understands that there is no guarantee that it will be approved by Arapahoe County Human Services.

The budget consists of actual personnel, infrastructure and operational costs for the Employment First team. The budget also includes, but is not limited to overhead costs such as building space/occupancy, replacement PC's, office supplies, telephone ports and network data ports. Administration, travel, mileage and mandatory EF staff training has also been built into the budget.

Arapahoe Douglas Works! receives funding from Arapahoe County Human Services for infrastructure costs. These costs include but are limited to: non-personnel costs that are necessary for the general operation of the one-stop center, rental costs of facilities, costs of utilities and maintenance, equipment, assessment related products, assistive technology for individuals with disabilities, technology to facilitate access to the one-stop center, and planning and outreach activities.

Arapahoe/Douglas Works! agrees to enroll all ABAWD EF clients under the 2020-2021 Agreement Amendment. Arapahoe/Douglas Works! also agrees to enroll any eligible voluntary clients that choose to participate. All costs, including support and direct program services will be self-contained within the current budget as agreed upon. The support and direct services line budget items will be managed by Arapahoe/Douglas Works! to provide services as stated in this scope of work.

Invoices for EF Services to the County and paid directly to the Contractor as a result of services rendered. The EF cap is subject to increase or change due to available funding through the year by the EF state office of Employment First. EF is a self-contained program with Earned Enhanced Funding and state funds from the Colorado State Human Services Employment First allocation. Arapahoe/Douglas Works! Employment First program has historically been dependent on several streams of funding from the state level including: EF standard allocation, 100% monies, 80/20 monies, 50/50 monies, and Enhanced Funding to run the EF program for all SNAP E&T participants.

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

Partner Program Services:

<i>Preliminary Services</i>		<i>Services Requiring Eligibility</i>		<i>Training Services</i>		<i>Employer Services</i>	
Public Information	B	Enrollment or Registration	B	Financial Assistance for Training	R	Job Listing	R
Outreach, Recruitment	R	Diagnostic Assessment	R	Occupational Skills Training	R	Candidate Screening	R
Determination of Program Appropriateness for Customer	B	Individual Self-Sufficiency or Employment Plans	R	On-the-Job Training	R	Candidate Testing	R
Orientation	R	Counseling: Group or Individual	R	Skills Upgrading	R	Job Referrals	R
Resource Center	R	Case Management	R	Re-Training	R	Space for Job Interviews	R
Initial Assessment	R	Basic Education, Literacy Training, GED Training	R	Entrepreneurial Training	R	Labor Market Information	R
Workshops	R	English as a Second Language Training	R	Apprenticeship Training	R	Local Economic Development Information	R
Career Information	R	Computer Literacy Training	R	Customized or Workplace Training	R	Employer Incentives	R
Labor Market Information	R	Job Readiness Training	R	Work Experience, Internship (including Summer Jobs)	R	Employer Seminars	R
Job Search Skills & Information	R	Life Skills Training	R			Job Fairs	R
Job Referrals	R	Supportive Services	R			Services to Laid Off Workers	R

Labor Market Information	R	Post Employment or Job Retention Services	R			Outplacement Services	R
Follow-Up	R	Tutoring, Study Skills Training	R			Job Analysis	R
Eligibility Determination	B	Leadership Development Activities	R			Focus Groups	R
		Mentoring	R				
		Alternative Secondary School	R				

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

One-Stop Center Services:

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

Section **Referrals** shall be amended to read as follows:

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.

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

- Methods of referrals between partners for appropriate services and activities:
 - All referrals will be initiated by Arapahoe County Department of Human Services (ACDHS) for SNAP.
- Tracking referrals and related activities:
 - Tracking of referrals and related activities will be done by the Colorado Benefits Management System, as well as via agency dashboards and other reporting mechanisms.
- Coordination and follow through:
 - All coordination and follow through will be monitored by the program supervisor and program manager and reported to ACDHS on a regular basis. All programs will have a 5% file auditing requirement to ensure compliance with federal rules and regulations, as well as monitoring of career progression of participants.
- Shared data systems and documentation:
 - All data reporting systems (Connecting Colorado and CBMS) will have data sharing capabilities to provide needed data to for program eligibility.

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.

Arapahoe County Department of Human Services

By: **Cheryl Terney**
(Signature)

Title: **Human Services Director**

Signed this ____ day of **July 21, 2020**

Don Klemme

5/27/2020

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

Date

Peter Hancock

5/27/2020

Peter Hancock, Workforce Board Chair
Arapahoe/Douglas Workforce Development Board

Date