



Larimer County Workforce Center

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LARIMER COUNTY WORKFORCE DEVELOPMENT BOARD (WDB) REVIEW REQUEST

TYPE: Memorandum of Understanding (MOU) with the Division of Unemployment Insurance (UI) with the Colorado Department of Labor and Employment (CDLE)

WDB EXECUTIVE REVIEW: July 6, 2016
ANTICIPATED WDB REVIEW: July 13, 2016

BACKGROUND: The Workforce Innovation and Opportunity Act (WIOA) requires the local board (i.e., WDB), with the agreement of the chief elected official, to develop and enter into a memorandum of understanding (MOU) with each mandatory one-stop partner. Unemployment Insurance (UI) is one of the mandatory one-stop partners.

The LCWC has maintained a working relationship with UI for decades; however, a formal MOU was not required until WIOA. UI services are centralized in Denver and available via telephone or online. While not "officially" UI staff, Larimer County Workforce Center (LCWC) staff is the local "face" of UI for our county residents. The LCWC works very closely with UI to provide access and accurate UI information to our county residents, as allowable. The UI system is very complex and requires specific training; therefore, the scope of what we can assist with is constrained.

KEY FACTS: A MOU with UI is new although the working relationship has been in place for decades.

STAFF: Marcy Kasner, Career Services Manager



Larimer County Workforce Development Board

**MEMORANDUM OF UNDERSTANDING FOR SERVICE DELIVERY AGREEMENTS
PURSUANT TO THE
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

PARTIES AND PURPOSE

This Memorandum of Understanding ('MOU') is made between the Larimer County Workforce Development Board (LCWDB) and the Colorado Department of Labor and Employment on behalf of the Division of Unemployment Insurance ('UI') for the purpose of supporting Larimer County citizens with UI and similarly-related information and benefits.

TERM

The Parties' performance under this MOU ('Effective Date' and 'Initial Term') shall commence on July 1, 2016, and shall terminate on June 30, 2017, unless previously terminated by one of the parties pursuant to the terms of this MOU.

SCOPE

This Memorandum of Understanding is entered into by and between the Parties for the operation of the one-stop delivery system, including the coordination of service delivery and the sharing of infrastructure costs, for the Larimer County area.

The Parties to this MOU agree to work collaboratively to carry out the provisions of this MOU.

PROVISIONS

The LCWDB has identified the following location as the comprehensive center for the local workforce development area:

Larimer County Workforce Center
200 West Oak Street, Suite 5000
Fort Collins, CO 80521
Larimer County

I: ACCESS TO SERVICES-Services will be made accessible through the one-stop delivery system by the following methods:

(1) Cross-trained staff:

UI and LCWC will make cross-training opportunities available to one another, as it relates to assisting customers with general information on UI benefits and reemployment services.

(2) Direct technological linkages:

In the comprehensive One-Stop Centers, the UI Division will provide direct technological links to representatives with UI expertise for customers seeking services. The UI Division will provide those technological links on a minimum of one desktop computer located at the local comprehensive One-Stop Center. The UI Division will also provide the technical support to set

up the technological links to UI services. The links will include, at a minimum, online chat or other instant-messaging functionality. Other reasonable accommodations will be made if the customer is unable to use the available technologies because of a disability.

The LCWC will provide a dedicated phone line within the One-Stop for partner referral linkages. This phone line will be staffed by One-Stop staff able to manage immediate customer questions on services and information. This phone number is only available to the partner agency; it is not intended for customer use. The phone line is operational Monday through Friday, between the hours of 8:00am and 5:00pm, except during holidays.

II. SERVICE DELIVERY

The Larimer County Workforce Development Board administers three Workforce Center's in the Larimer County local area. The Comprehensive One-Stop location is in Fort Collins, Colorado. Two additional One-Stop locations are in Loveland and Estes Park, Colorado. Division of UI is located in Denver, Colorado.

Comprehensive One-Stop Centers provide reemployment services to all customers, including UI claimants. Reemployment services may include basic labor exchange; an orientation to workforce programs; the provision of labor market resources and information; workshops; one-on-one assistance; UI continued eligibility reviews, and referral to jobs.

Below is a matrix identifying all Basic Career Services and Individualized Career Services the Workforce Innovation and Opportunity Act (WIOA) identifies as requirements and the locations that services are delivered in the Larimer County local area.

The Larimer County One-Stop service delivery system provides Basic Career Services. These services are provided within the Comprehensive One-Stop Location, Additional One-Stop Locations and/or at the Partner locations.

These services include:

| Basic Career Services | Comprehensive One-Stop Location | Additional One-Stop Locations | Partner Locations |
|--|--|--------------------------------------|--------------------------|
| Job vacancies in labor market areas | Yes | Yes | |
| Information on job skills necessary to obtain the jobs | Yes | Yes | |
| Local, in-demand occupations and related earning potential | Yes | Yes | |
| Opportunities for advancement in those occupations | Yes | Yes | |
| Outreach, intake and orientation to information and other services available through one-stop system | Yes | Yes | |
| Initial assessment of skill levels | Yes | Yes | |

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| including literacy, numeracy, and English language proficiency, as well as aptitudes and abilities | | | |
| Labor exchange services including job search assistance and information on in-demand sectors, occupations, and non-traditional employment | Yes | Yes | |
| Referrals and coordination of activities with other programs and services | Yes | Yes | |
| Performance and cost information on eligible providers of training services and local WIOA performance accountability measures | Yes | Yes | |
| Information relating to the availability of supportive services and referrals to those services | Yes | Yes | |
| Information on Unemployment Insurance including meaningful assistance in filing claim | Yes | Yes | Yes |
| Financial aid information to establish eligibility for training not provided under WIOA | Yes | Yes | |

The Larimer County One-Stop service delivery system provides Individualized Career Services. These services are provided within the Comprehensive One-Stop Location, Additional One-Stop Locations and/or at the Partner locations pending eligibility and funding availability.

These services include:

| Individualized Career Services | Comprehensive One-Stop Location | Additional One-Stop Locations | Partner Locations |
|---|--|--------------------------------------|--------------------------|
| Development of an Individual Employment Plan (IEP) | Yes | Yes | |
| Career planning and group/individual counseling | Yes | Yes | |
| Comprehensive assessment of skill levels and service needs of Adults and Dislocated Workers | Yes | Yes | |

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| Short-term prevocational services | Yes | Yes | |
| Internship and work experience linked to careers | Yes | Yes | |
| Workforce preparation activities | Yes | Yes | |
| Out-of-area job search and relocation assistance | Yes | Yes | |
| Financial literacy services | No | No | |
| English language acquisition and integrated education programs | No | No | |
| Follow-up services for participants placed in unsubsidized employment, for up to 12 months after first day of employment. | Yes | Yes | |

Colorado One-Stop Centers administer either Links to Reemployment or Reemployment Services and Eligibility Assessment (RESEA) to selected claimants who have recently received a first benefit payment; are likely to exhaust all UI benefits; and would benefit from reemployment assistance. Targeted claimants will attend a workforce and reemployment services orientation and complete additional workforce activities, as applicable. The Larimer County Workforce Center currently administers the Links to Reemployment program.

Customers utilizing the comprehensive One Stop Center will have access to UI expertise through Web chat or other technology solutions offered by the UI Division on a minimum of one desktop computer in the comprehensive One-Stop resource room. The UI Division will make representatives with UI expertise available via Web chat or other technology solutions to provide specific, individualized information to each customer regarding all aspects of unemployment, including filing a claim, eligibility requirements and how it may relate to the individual's circumstances.

III: CURRENT RESOURCES

The LCWC administers Basic and Individualized Career Services through the following resources:

- Wagner-Peyser, including Links to Reemployment
- Workforce Innovation and Opportunity Act: Adult, Dislocated Worker, and Youth

The UI Division administers the UI program in accordance with the Social Security Act and the Federal Unemployment Tax Act. UI is funded primarily by federal funds provided by the United States Department of Labor. Customer access to UI expertise through instant-messaging functionality or other technology solutions is provided through in-kind resources.

IV. REFERRALS

The LCWC and UI will coordinate access to UI information and services in the following four

categories:

1. **Methods of referrals between operator and partners for appropriate services and activities**
 - LCWC will provide referrals to the Division of UI for claimant and claim-specific questions.
 - LCWC will provide one dedicated partner phone line as outlined under MOU Provisions section I, #2.
 - UI refers appropriate customers to the LCWC for work registration, to complete UI required activities, and for assistance with reemployment services.

2. **Tracking referrals and related activities**
 - UI and the One-Stop Center communicate referrals electronically.
 - LCWC will record activities within the Connecting Colorado database.
 - Relevant data is transmitted to the UI systems overnight, or other established periods of time, for performance evaluation and coordination of services and service delivery.
 - Activity tracking is also built into the system or program design based on the specific services or initiative and transmitted through electronic reports, as appropriate for the program.

3. **Coordination of referrals and follow through**
 - Partners agree to coordinate referrals based on the services/benefits provided through each partner.

4. **Shared data systems and documentation**
 - Currently, both UI and LCWC have view access to the partner agency's database, as appropriate.
 - Each database communicates relevant claimant information to the partner agency; this includes daily updates on the status of a claimant within Connecting Colorado, and transmission of UI wage records to Connecting Colorado on a quarterly basis.

V. ASSURANCES

Partners shall ensure that the needs of workers and 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.

Larimer County Workforce Center will provide information and/or access to basic career services and referral to other one-stop services in the following methods:

- Identify workers, youth and individuals with barriers to development, including individuals with disabilities, at point of physical entry of the One-Stop Center (as reasonable given the nature of the situation);
- Announce availability of accommodations, as needed, for participation in the agency's workforce development services on the agency website (www.larimerworkforce.org), marketing/informational materials, and other virtual delivery resources.

- Inform individuals regarding the array of employment, training, and placement services available via promotional materials, agency website, staff guidance, and other virtual delivery resources.
- Assistive technology (i.e., large print keyboard, adjustable work station, amplification equipment) is available to career seekers in the Resource Center of the comprehensive One-Stop Center.
- TTY telephone access is available to all customers of Larimer County at 970.498.7969.

Larimer County Workforce Center established the Auxiliary Aids and Services for Customers with Disabilities policy (#00-103) to ensure that appropriate auxiliary aids and services (such as sign language) are made available when necessary to afford an individual with a disability an equal opportunity to participate in, and enjoy the benefits of agency services, programs, and activities. Likewise, the Language Assistance Services plan is reviewed and updated, per guidance from CDLE, to improve access to services for persons with Limited English Proficiency.

It is the practice of Larimer County to provide equal opportunity in employment to all employees and applicants. No person shall be discriminated against in any condition of employment because of race, color, national origin, sex (includes gender and gender identity), religion, age, disability, veteran status, sexual orientation or upon any other basis prohibited by Federal or State law, except where age or sex are bona fide occupational qualifications.

Although the UI Division provides direct technological links at the comprehensive One-Stop Centers to representatives with UI expertise for customers seeking services as the primary access of services, other reasonable accommodations will be made for customers with barriers that are seeking services, including those with disabilities or limited English proficiency.

VI. MODIFICATIONS AND AMENDMENTS

This MOU may be modified, revised, or amended by mutual written consent of all the signatory Parties. A written request must be submitted to the named parties. The modification shall not be effective unless agreed to in writing by all Parties in an Amendment to this MOU, properly executed and approved in accordance with applicable Colorado State law, and State Fiscal Rules.

VII. ADDITIONAL PROVISIONS

A. Entire Understanding

This Agreement is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment shall have any force or affect whatsoever, unless embodied herein in writing. No subsequent notation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment executed and approved by the Parties of this Agreement.

B. Relationship of Parties

The Parties shall perform their duties hereunder as an independent contractor and not as employees of the State. The Parties, nor any employee, agent, subcontractor, service provider, or licensee of the Parties shall be or shall be deemed to be, an employee or agent of the State. The Parties shall be solely responsible for the acts or omissions of its employees, agents, subcontractors, service provider, and licensees. The Parties shall not have any authorization,

express or implied, to bind the State to any agreements, liability, or understanding except as expressly set forth herein and shall be solely responsible for the acts or omissions of its own employees, agents, subcontractors, service provider, and licensees.

C. Confidentiality of Records

In the event that any Party obtains access to any records, files, or other information of the other Party(ies) in connection with, or during the performance of this MOU, then that Party shall keep all such records, files, or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files, or other information to the same extent as such laws and regulations; apply to the other Party. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

D. 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.

E. Non-Discrimination

The Local Area shall ensure that its employees, contractors, subcontractors, agents, and designated officers adhere to the provisions of Section 188 of the WIOA addressing non-discrimination and the prohibition of discrimination in carrying out its duties and responsibilities of this Agreement.

F. Conflict of Interest/Maintenance of Integrity

Partners shall comply with all conflict of interest provisions under WIOA law and regulation, applicable State and Federal law, regulation, and policy, and shall ensure that its employees, contractors, subcontractors, agents, and designated officers adhere to these provisions throughout the term of this Agreement. The Partners shall administer this Agreement in an impartial manner, free from personal, financial, political, or other questionable or improper gain or motive. In administering this Agreement, the Local Area and its executive staff, and employees shall avoid situations which give rise to a suggestion or perception that any decision made by the Local Area was influenced by prejudice, bias, special interest, or personal gain.

G. Notice Procedure

For the purpose of this MOU, the persons listed below are designated as the representatives of the Parties. All notices required or permitted under this MOU shall be in writing and shall be deemed given when (a) personally served or (b) three (3) days after deposit in the United States Mail, certified mail, return receipt requested, and addressed to the following Parties or to such other addressee(s) as may be designated herein. The Parties may designate in writing a new or substitute representative.

1. For the One-Stop:
Larimer County Workforce Center
Joni Friedman
Director
200 West Oak, Suite 5000
P.O. Box 2367
Fort Collins, CO 80522
970-498-6604

jfriedman@larimer.org

1. For UI

Rita Sanchez
Unemployment Insurance Policy and Communications
Government, Policy and Public Relations
Colorado Department of Labor and Employment
251 E. 12th Avenue
Denver, CO 80203
303-318-9330
Rita.sanchez@state.co.us

with copies to:

Lisa Eze
Purchasing Director
Colorado Department of Labor and Employment
633 17th Street, 11th Floor
Denver, CO 80202
303-318-8054
Lisa.eze@state.co.us

H. ASSIGNMENT

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

I. RESOLUTION OF DISAGREEMENTS

Disputes arising under this MOU will be resolved informally by discussions between each party's Points of Contact. Or other officials designated by each party.

J. 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 §J 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 §J.

K. TERMINATION

Any of the parties shall have the right to terminate this MOU by giving the other party 30 days written notice. If notice is given, the MOU shall terminate at the end of 30 days, and the

liabilities of the parties hereunder for the further performance of the terms of the MOU shall thereupon cease, but the parties shall not be released from duty to perform up to the date of termination.

L. COUNTERPARTS

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

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Signature Page

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| <p>LARIMER COUNTY WORKFORCE DEVELOPMENT BOARD</p> <p>By: <u>Joni Friedman</u> Joni Friedman, Director Larimer County Workforce Center</p> <p>Date: <u>7-1-2016</u></p> | <p>COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT</p> <p>By: <u>Jeff Fitzgerald</u> Jeff Fitzgerald, Director Division of Unemployment Insurance</p> <p>Date: <u>6/22/16</u></p> <p>By: _____ Elizabeth Vaughan, Director Workforce Development Programs</p> <p>Date: _____</p> |
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