



## LARIMER COUNTY WORKFORCE DEVELOPMENT BOARD (WDB) REVIEW REQUEST

**TYPE:** Memorandum of Understanding (MOU) with the State of Colorado, acting by and through the Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the use and benefit of Front Range Community College (FRCC) - Carl Perkins Act.

**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. The Carl Perkins Act is one of the mandatory one-stop partners. Carl Perkins Act, in Larimer County, is administered through Front Range Community College (FRCC).

The Larimer County Workforce Center (LCWC) has maintained a partnership with FRCC for many years. The current MOU does not exchange resources, and ranges from July 1, 2016 through June 30, 2017.

**KEY FACTS:** Per the Association for Career and Technical Education, the purpose of Carl Perkins funds is to provide individuals with the academic and technical skills needed to succeed within a knowledge and skills based economy. Perkins funding supports career and technical education that prepares its students both for postsecondary education and the careers of their choice. Resources help ensure that career and technical programs are academically rigorous and up-to-date with the needs of business and industry.

The LCWC has agreed to continue the relationship we possess with FRCC in a number of areas including opportunities to utilize WIOA training funds for eligible students at FRCC, if requested provide consultation to FRCC on employer engagement and labor market analysis topics, and to continue in the on-going participation of Northern Colorado Sector Strategy work.

**STAFF:** Mark Johnston, WIOA Center 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 and the State of Colorado, acting by and through the Department of Higher Education, by the State Board for Community Colleges and Occupational Education, for the use and benefit of Front Range Community College (FRCC) – Carl Perkins Act.

**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 or updated 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 referral of customers, for the Larimer County area.

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

**PROVISIONS**

The Larimer County Workforce Development Board has identified the following location as the comprehensive center for the local workforce development area:

Larimer County Workforce Center  
200 West Oak, Suite 5000  
Fort Collins, CO 80522  
Larimer County

**I: Access to Services- Services will be made accessible through the one-stop delivery system by the following methods:**

The Larimer County Workforce Development Board (LCWDB) and Front Range Community College (FRCC) will make services accessible through the one-stop delivery system in the following ways:

**(1) Cross-trained staff:**

- Partners agree to provide staff training to increase accessibility. This will be accomplished through Colorado Department of Labor and Employment (CDLE) sponsored training, Larimer County Workforce Center sponsored training, and Front Range Community College sponsored training.
- A minimum of one formal training per program year will occur with the intended outcomes of local staff increasing their awareness of the following topics: system eligibility criteria to access services, service components of each system, local referral linkages to increase the efficiency of service delivery, outcome measurements that define success, information sharing processes with mutual customers, and complaint resolution steps when partners are impacted.

- The outcomes of these trainings will provide a cross-trained group of local staff across the one-stop service delivery system equipped to respond to the immediate education and workforce needs of customers.
- An on-going publication of local partner staff contact information will be created to facilitate increased staff communication.
- A matrix of funding accessible in the local region, in addition to a common set of questions per funding stream that may include eligibility definitions, services provided, referral links, and outcome measurements will be developed to further facilitate referrals between agencies.

**(2) Direct technological linkages:**

- The Larimer County Workforce Center will provide two separate phone lines within the One-Stop location for partner referral linkages. These phone lines will be staffed by One-Stop staff to manage immediate WIOA prospective customer questions on services and information. The first phone line will be dedicated to young adult’s ages 14-24 years of age and/or partner staff providing services to young adults. The second phone line will be dedicated to adults ages 25 years of age and/or partner staff providing services to adults. Both phone lines are operational Monday through Friday, between the hours of 8:00 am and 5:00 pm, except during holidays
- In addition, the Larimer County Workforce Center will provide a third separate phone line within the One-Stop location for partner staff questions. This phone line is intended to bridge the technological linkage between professional partners to answer system access questions and/or provide clear access related answers to the Larimer County Workforce Center.
- The LCWC website is available to all customers of the FRCC. Job search information, assessments, labor market information, and career pathway information is accessible 24/7 and at no cost.
- FRCC staff may subscribe to receive email notifications regarding the daily jobs posted through the LCWC, along with the career seeker and employer services information.

**II: Service Delivery:**

The Larimer County Workforce Development Board administers three Workforce Center’s (WFC) in the Larimer County local area. The Comprehensive One-Stop location is in Fort Collins, Colorado. Two additional One-Stop locations are in Loveland, Colorado and Estes Park, Colorado. Front Range Community College has locations in Fort Collins, Colorado, Longmont, Colorado, and Westminster, Colorado.

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	Yes- WFC Led
Information on job skills necessary to obtain the jobs	Yes	Yes	Yes- WFC Led

Local, in-demand occupations and related earning potential	Yes	Yes	Yes- WFC Led
Opportunities for advancement in those occupations	Yes	Yes	Yes- WFC Led
Outreach, intake and orientation to information and other services available through one-stop system	Yes	Yes	Yes- Both Partners
Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes and abilities	Yes	Yes	Yes-Center for Adult Learning (CAL led)
Labor exchange services including job search assistance and information on in-demand sectors, occupations, and non-traditional employment	Yes	Yes	Yes- WFC led

Referrals and coordination of activities with other programs and services	Yes	Yes	Yes- Both Partners
Performance and cost information on eligible providers of training services and local WIOA performance accountability measures	Yes	Yes	Yes- WFC led
Information relating to the availability of supportive services and referrals to those services	Yes	Yes	Yes- Both Partners
Information on Unemployment Insurance including meaningful assistance in filing claim	Yes	Yes	No
Financial aid information to establish eligibility for training not provided under WIOA	Yes	Yes	Yes- CAL Led

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	Yes- WFC Led
Career planning and group/individual counseling	Yes	Yes	Yes- WFC Led
Comprehensive assessment of skill levels and service needs of Adults and Dislocated Workers	Yes	Yes	Yes- WFC Led
Short-term prevocational services	Yes	Yes	Yes- Both Partners
Internship and work experience linked to careers	Yes	Yes	No

Workforce preparation activities	Yes	Yes	Yes- Both Partners
Out-of-area job search and relocation assistance	Yes	Yes	Yes- WFC Led
Financial literacy services	No	No	Yes- CAL Led
English language acquisition and integrated education programs	No	No	Yes- CAL Led
Follow-up services for participants placed in unsubsidized employment, for up to 12 months after first day of employment.	Yes	Yes	Yes- WFC Led

### **III: Current Resources:**

The Larimer County Workforce Center administers Basic and Individualized Career Services through the following resources:

- Wagner-Peyser
- Workforce Innovation and Opportunity Act: Adult, Dislocated Worker, and Youth

The Front Range Community College administers the following resources:

- Front Range Community College uses Carl Perkins funding to analyze industry needs to better information career pathways for students.

### **IV: Referrals:**

The Larimer County Workforce Center and Front Range Community College will coordinate access of Basic and Individualized Career services in our partnership locations. This will be accomplished through the following four categories:

#### **(1) Methods of referrals between partners for appropriate services and activities:**

- Partners agree to an annual staff cross-training activity in an effort to ensure clear referral processes between systems. This partner referral training will provide the necessary information staff requires to take action on customer service needs.
- Partners will provide on-site bulletin board access or other prominent physical space featuring partner's informational brochures and other marketing materials.
- The Larimer County Workforce Center will provide three dedicated phone lines as outlined under MOU Provisions section I, #2.
- The Larimer County Workforce Center agrees to maintain a website that provides on-line information regarding services that are available and the action steps necessary to pursue services.
- Front Range Community College agrees to explore a direct link to the Larimer County Workforce Center's website.

#### **(2) Tracking referrals and related activities:**

- The Larimer County Workforce Center will complete referral processes to the partner, tracked through a real-time coding structure housed in State of Colorado's Connecting Colorado reporting system for WIOA case management activities.

#### **(3) Coordination and follow through:**

- Partners agree to provide a Question and Answer document and comprehensive listing of staff phone numbers, emails, and project lead liaisons assigned directly to the partner for

service coordination.

- Front Range Community College will participate in the Eligible Training Provider List (ETPL). ETPL participation provides Individual Training Account (ITA) funding access to WIOA sponsored candidates that seek classroom based training outcomes.
- Partners agree to discuss future opportunities for training partnerships that lead to in-demand, industry driven training.
- The Larimer County Workforce Center agrees to provide partner locations with a daily listing of job orders generated from the Connecting Colorado system.
- The Larimer County Workforce Center agrees to provide partner locations with quarterly job seeker and employer newsletters.
- Larimer County Workforce Center agrees to support Front Range Community College, if requested, in the consultation of employer engagement and labor market data topics.
- Partners agree to participate in special events hosted within each system, based on available staffing and mission alignment.
- Partners agree to participate in Northern Colorado Sector Strategy committee work including NoCo Manufacturing Partnership, NoCo Health Care Partnership, and other developing sector based partnerships.
- Front Range Community College agrees to participate in the Larimer County Workforce Development Board (WDB).
- Partners agree to explore opportunities for coordination and submission of grants or other funding opportunities to enhance or strengthen employment opportunities customers.
- Front Range Community College agrees to provide information to students on Connecting Colorado registration.
- Partners agree to meaningful and responsive e-mail coordination between partner staff when students are co-case managed between both partners, pending a release of information.

**(4) Shared data systems and documentation:**

- Partners will seek a Release of Information (ROI) to be secured with mutually shared customers to accomplish increased service efficiency, effectiveness, and confidentiality of personal information. These ROI's will be shared in a number of different methods including secure fax, scanning, e-mail, and in-person. Customer information to be shared may include eligibility documents, pre/post test assessments, goal planning and progression, case coordination activity, outcome progression and completion, credentials obtained, entered and retention of employment information, wage obtainment information, and other service related information.
- Each partner jointly agrees to high performance for the one-stop service delivery system. It is the intent of each partner to support continuous improvement for program delivery and high quality services through the workforce system wherever customers access services. To be measured by: sharing customer feedback, and sharing performance expectations and outcomes by funding sources as requested.

**V. Assurances:**

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:

- (1) 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);

- (2) Announce availability of accommodations, as needed, for participation in the agency's workforce development services on the agency website ([www.larimerworkforce.org](http://www.larimerworkforce.org)), marketing/informational materials, and other virtual delivery resources.
- (3) Inform individuals regarding the array of employment, training, and placement services available via promotional materials, agency website, staff guidance, and other virtual delivery resources.
- (4) 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.
- (5) 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.

#### **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:**

**(1) 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.

**(2) 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.

**(3) 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.

**(4) 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.

**(5) 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.

**(6) 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.

**(7) Notices**

For purposes of notices required to be provided under Modifications and Amendments of 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 addressed:

For Larimer County Workforce Center: Joni Friedman, Director  
Larimer County Workforce Center  
200 West Oak, Suite 5000  
P.O. Box 2367  
Fort Collins, CO 80522-2367

For Front Range Community College: Andrew R. Dorsey, President  
Front Range Community College  
3645 West 112<sup>th</sup> Avenue  
Westminster, CO 80031



IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed.

Signatures:

\_\_\_\_\_  
Joni Friedman, Director  
Larimer County Workforce Center

\_\_\_\_\_  
Date

**THE STATE OF COLORADO:**  
John W. Hickenlooper, Governor  
Department of Higher Education, by the State Board  
for Community Colleges and Occupational Education,  
for the use and benefit of Front Range Community College

  
\_\_\_\_\_  
Andrew R. Dorsey, President

2-1-14  
\_\_\_\_\_  
Date

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

By: \_\_\_\_\_  
José Giardiello  
Interim Controller

Date: \_\_\_\_\_