

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 **Senior Community Service Employment Program (SCSEP): SER-Jobs for Progress National, Inc., with its SER SCSEP Operation in Fort Collins, CO.**

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 LCWDB 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 LCWDB and the SER SCSEP will make services accessible through the one-stop delivery system in the following ways:

(1) Cross-trained staff:

The following cross-training options are available between the LCWC and SER SCSEP:

- The Larimer County Workforce Center (LCWC) and SER SCSEP will provide cross-functional trainings between both agencies. These trainings will result in cross-trained staff equipped to respond to general program and workforce needs of customers.
- A matrix of LCWC-related funding available 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 and provide to SER SCSEP to further facilitate referrals between agencies.
- SER SCSEP staff is invited to participate in employment-related trainings sponsored by the LCWC as determined appropriate by both partners.
- SER SCSEP staff is invited to attend the Larimer County Workforce Development Board meetings as desired.

(2) Direct technological linkages:

The following technological linkages are available between the LCWC and the SER SCSEP:

- 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. The phone line is operational Monday through Friday, between the hours of 8:00am and 5:00pm.
- The LCWC website is available to all customers of SER SCSEP. Job search information, assessments, labor market information, and career pathway information is accessible 24/7 and at no cost.
- SER SCSEP 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 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. SER SCSEP is located in Fort Collins, 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	
Information on job skills necessary to obtain the jobs	Yes	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 including literacy, numeracy, and English language proficiency, as well as aptitudes and abilities	Yes	Yes	Yes
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	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	Yes
Information on Unemployment Insurance including meaningful assistance in filing claim	Yes	Yes	

Financial aid information to establish eligibility for training not provided under WIOA	Yes	Yes	
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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
Career planning and group/individual counseling	Yes	Yes	Yes
Comprehensive assessment of skill levels and service needs of Adults and Dislocated Workers	Yes	Yes	
Short-term prevocational services	Yes	Yes	
Internship and work experience linked to careers	Yes	Yes	Yes
Workforce preparation activities	Yes	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	Yes

III: Current Resources

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

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

SER SCSEP administers Basic and Individualized Career Services through the following resources:

- SER SCSEP is funded by the U.S. Department of Labor-Employment and Training Administration. The program is authorized by the Older Americans Act.
- SER National Inc., was awarded the SCSEP grant.

IV: Referrals

The LCWC and SER SCSEP will coordinate access and information through the following four categories:

1. Methods of referrals between partners for appropriate services and activities
 - The LCWC will provide one dedicated phone line as outlined under MOU Provisions section I, #2.
 - In addition to the dedicated phone line, the LCWC and SER SCSEP will identify agency liaisons within each entity that facilitate exchanges of information, customer needs/requests, and other types of service coordination.
 - The LCWC agrees to maintain a website that provides on-line information regarding available services and the action steps necessary to pursue services.
 - The LCWC and the SER SCSEP will collaborate on activities that may be beneficial and appropriate for the shared customers including, and not limited to, job fairs, and/or other community-appropriate activities.
2. Tracking referrals and related activities
 - Referrals between the agencies will not be formally tracked for general Wagner-Peyser customers. However, when appropriate, referrals and related activities may be noted in WIOA case management case notes.
 - Mutually-agreed upon job search activities may be assigned to the customer prior to a referral to the One Stop center in order to best assist the customer.
3. Coordination and follow through
 - Partners agree to identify project liaisons assigned directly to each partner for service coordination.
 - Partners agree meetings to review coordination and collaborative partnership opportunities on an as needed basis. These partnerships may include opportunities to maximize existing services (i.e., internships, training) and/or develop creative strategies to address unmet needs (i.e., providing services in smaller communities surrounding Fort Collins and/or underserved populations).
 - Partners agree to explore opportunities for coordination and submission of grants or other funding opportunities to enhance or strengthen employment opportunities customers.
4. Shared data systems and documentation
 - Each partner will require a Release of Information (ROI) to be secured with each

customer to accomplish increased service efficiency, effectiveness, and confidentiality of personal information, as appropriate. These ROI's may be shared in different methods including 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.

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.

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.

Signatures:



Joni Friedman, Director
Larimer County Workforce Center



Ignacio Salazar, President/CEO
SER National Inc.

June 17th 2016



Larimer County Workforce Center

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Senior Community Employment Program – SER-Jobs for Progress National, Inc. - Larimer County Workforce Development Board and Board of County Commissioner Approval

The Larimer County Workforce Development Board (WDB) approved the SER Jobs for Progress National, Inc. Memorandum of Understanding on this 13th day of July, 2016.

The WDB attest to participation of the development of this Agreement and will support and implement the provisions contained herein as required under the Workforce Innovation and Opportunity Act of 2014.

By signing below all parties mutually agree to the terms prescribed herein.



Jerry O. Thurber
Printed Name

7/13/2016
Date

Workforce Development Board Chairperson



Tom Donnelly, Chair
Larimer County Board of Commissioners

7-19-16
Date



