

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and the **ADAMS COUNTY THROUGH THE ADAMS COUNTY WORKFORCE AND BUSINESS CENTER**, with an address of 4330 South Adams County Pkwy, Brighton, CO 80601 (the "Contractor"), individually a "party" and collectively the "parties".

The parties agree as follows:

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. "City" means the City and County of Denver or a person authorized to act on its behalf.

B. "Subcontractor" means an entity, other than a Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

C. "Federal Government" shall include representatives of the agency, department or office of the United States of America which is or may hereafter be empowered to promulgate, review or enforce rules governing the expenditure of Federal Funds which are or may hereafter become obligated under this Agreement.

D. "Federal Funds" means an award or appropriation of monies from the Federal Government for purposes of administering the Program.

E. "Federal Law" shall include any laws of the United States of America which govern funds which are or may after become obligated under this Agreement. Federal Law may include, but is not limited to, federal laws set forth in Article 23 of this Agreement, as well as any and all amendments thereto which may currently or hereafter be in effect.

F. "Program" shall mean any and all authorized services and activities necessary to administer the Agency's responsibilities under the American Competitiveness and Workforce Improvement Act of 1998, Title IV, Pub. Law 105-277, ("ACWIA"), (CFDA No. 17.268).

G. "State Government" shall include representatives of the agency, department or office of the State of Colorado which is or may hereafter be empowered to promulgate, review or enforce rules governing the Program.

H. "State Law" shall include any laws of the State of Colorado which govern funds which are or may become obligated under this Agreement. State Law includes, but is not limited to, the state laws set forth in Article 26 of this Agreement, as well as amendments thereto which may currently or hereafter be in effect.

2. **TERM:** The Agreement will commence on **February 1, 2021** and will expire on **January 31, 2025** (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

3. **COORDINATION AND LIAISON:** The Contractor will fully coordinate all services under the Agreement with the Director of Workforce Development, City office of Denver Economic Development and Opportunity (the "Director" and the "Agency" respectively), or the Director's designee.

4. **SERVICES TO BE PROVIDED:**

A. At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Contractor's Work Statement and Budget** (the "Services"), to the City's satisfaction.

B. The Contractor is ready, willing, and able to provide the Services required by this Agreement.

C. The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those Services described in the Agreement and in accordance with the terms of the Agreement.

5. **COMPENSATION AND METHOD OF PAYMENT:**

A. **Budget:** The City shall pay, and the Contractor shall accept as the sole compensation for Services rendered and costs incurred under the Agreement in accordance with the budget contained in **Exhibit A**.

B. **Reimbursable Expenses:** Except as set forth on **Exhibit A**, there are no reimbursable expenses allowed under the Agreement.

C. **Invoices.** Contractor shall provide the City with periodic invoices in a format and with a level of detail acceptable to the City in accordance with **Exhibit A**. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month.

Invoices submitted for Services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Contractor's invoices will set forth the methodology used to determine costs for Services invoiced. The City will have the right to dispute, and withhold payment for, any invoice that does not contain a sufficient statement of Contractor's methodology used to determine costs for services invoiced.

D. Budget modifications: Minor modifications to the Services provided by the Contractor or changes to each budget line item detailed in **Exhibit A** that are equal to or less than a ten percent (10%) threshold, and which do not increase the Maximum Contract Amount as defined in Section 5.E, below, or affect the outcomes identified in **Exhibit A**, may be finalized and incorporated herein upon written notification by the Contractor to the Director or the Director's designee, and shall be effective as of the subsequent monthly payment to the Contractor. Minor modifications to the Services provided by the Contractor or changes to each budget line item detailed in **Exhibit A** that are in excess of the ten percent (10%) threshold, and which do not increase the Maximum Contract Amount as defined Section 5.E, below, or affect the outcomes identified in **Exhibit A**, may only be finalized and incorporated herein upon the prior written approval of the Director or the Director's designee, which approval shall specify the effective date of such minor modification. All such minor budget and Service modifications shall require concurrent submittal by the Contractor of: 1) written justification necessitating such minor modification(s); and 2) updated **Exhibit A** budget documents in the form approved by the City. All other modifications to the Agreement, including, without limitation, any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount as defined in Section 5.E, below, shall be evidenced by a written amendment to this Agreement executed by both parties in the same manner as this Agreement. Under all circumstances, all budget modification requests under this Section 5.D shall be submitted to the Director or the Director's designee at least three (3) months prior to the conclusion of the Term, unless waived in writing by the Director or the Director's designee.

E. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED FIFTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$555,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those described in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to Federal Funds received and budgeted for the Program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement

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02/01/2021-01/31/2025

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does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

F. Recovery of incorrect payments: The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. For the avoidance of doubt, the foregoing in no way limits Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the Federal Government, State Government, or the City in accordance with applicable Federal Laws, State Laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver.

G. Additional Program Conditions: If additional conditions are lawfully imposed on the Program and the City by Federal Law, State Law, or local law, executive orders, rules and regulations, or other written policy instruments of the City, the Contractor will comply with all such additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Program, the City may withhold payment to the Contractor of any unearned funds. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.

H. Return of unexpended funds: In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.

I. Federal Funds contingency: All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of Federal Funds for the purposes of the Program. In the event that Federal Funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the Federal Government or the State of Colorado, the City may reduce the total amount of compensation to be paid to the Contractor by revising **Exhibit A** or it may terminate this Agreement.

J. No duplication of funds for same Services: The monies provided for and received under this Agreement are the only and sole funds received by the Contractor from or through the City and County of Denver for payment of the Services provided under this Agreement. In the event the Contractor shall receive any other monies from or through the City or any other party in order to provide the Services, then the compensation received hereunder may be reduced by such amount or amounts at the sole option of the City. The Contractor shall report promptly, in writing to the Director, all amounts received upon receipt.

6. EMPLOYMENT WITH FUNDS: In connection with the performance of work under this Agreement, the Contractor shall submit pertinent job availability information on each job or position created with the use of the funds provided hereunder to the Agency.

7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. TERMINATION OF AGREEMENT:

A. The City and the Contractor have the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days' prior written notice to the other party. However, nothing herein shall be construed as giving the Contractor the right to perform Services under this Agreement beyond the time when such Services become unsatisfactory to the Director.

B. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. Further, the City may also suspend or terminate this Contract, in whole or in part, if Contractor becomes delinquent on any obligation to the City inclusive of any loan, contractual, and tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Agreement terms, the City may withhold up to one hundred percent (100%) of said Agreement funds until such time as the Contractor is

found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.

D. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for Services duly requested and satisfactorily performed as described in the Agreement.

E. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

9. REQUIRED BACKGROUND CHECKS: The Contractor shall cooperate and comply with the Agency's "Background Checks Concerning Placement of Youth Participants Policy" for programs or Services provided to youth under age 18.

10. EXAMINATION OF RECORDS:

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with Denver Revised Municipal Code Section 20-276.

B. The Contractor will keep true and complete records of all business transactions under this Agreement, will establish and maintain a system of bookkeeping satisfactory to the City's Auditor and give the City's authorized representatives access during reasonable hours to such books and records, except those matters required to be kept confidential by law. The Contractor agrees that it will keep and preserve for at least six (6) years all evidence of business transacted under this Agreement for such period.

C. The Contractor acknowledges that it is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements and access to records requirements. Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and applicable federal regulations.

D. In addition to the requirements contained in **Exhibit C** concerning audits, the Contractor's auditor will provide an accounting certification that the audit was conducted in accordance with applicable standards set forth in the U.S. Office of Management and Budget circulars. All accounting practices will be in conformance with generally accepted accounting principles. The Contractor will complete and deliver a copy of its audit report as directed by the Director or the Director's designee. The Contractor's agreements with subcontractors will contain a clause stating that the subcontractor is subject to the audit requirements of this Agreement or as may be imposed by Federal Law, State Law and applicable City law. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of the Contractor's audit.

E. If, as a result of any audit relating to the fiscal performance of the Contractor or Subcontractor under this Agreement, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then the Contractor will so notify the City in writing and will identify a date that the Contractor expects to correct the irregularities or deficiencies; provided, however, that if the Contractor's notice is dated within thirty (30) calendar days prior to the end of the Term or effective date of earlier termination, then the Contractor's corrections will be made and submitted to the City on or before the fifth (5th) working day from the Expiration Date or effective date of earlier termination. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible federal official.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

12. INSURANCE: Contractor represents it is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended (“CGIA”), the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

13. LIABILITY: Each party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Section 13 or any other provision of this Agreement, or any amendment or Exhibit hereto, shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the CGIA or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law. This obligation shall survive termination of this Agreement.

14. TAXES, LATE CHARGES, AND PERMITS: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. §§ 20-107, *et seq.* The Contractor shall promptly pay when due, any and all bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

15. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all applicable Federal Laws and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor shall submit proposed subcontract agreements to the Director for the Director’s review and approval. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost.

16. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective

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successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

17. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

19. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

20. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not, to its knowledge, hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §§ 2-51, *et seq.*, or the City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

21. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written and with a copy of any such notice provided to the address below:

Workforce and Business Center
11860 Pecos Street, Suite 2200
Westminster, CO 80234

And if to the City at:

Director of Workforce Development or Designee
Office of Denver Economic Development & Opportunity
City and County of Denver
201 West Colfax Avenue, Dept. 1011
Denver, CO 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

22. DISPUTES: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b)-(f). For the purposes of that procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

23. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the City Charter, Denver Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, nor to discharge, promote or demote, nor to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

25. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations, and codes of the United States, State of Colorado, and with the Charter, ordinances, regulations, policies, and Executive Orders of the City and County of Denver whether or not specifically referenced herein. Any references to specific Federal Laws, State Laws, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services referenced in this Agreement and all other applicable provisions of Federal Law, State Law, or local law are deemed to be incorporated herein by reference. Compliance with all such statutes, regulations and other documents is the responsibility of the Contractor. Contractor shall ensure that any and all Subcontractors also comply with applicable laws. In particular, and not by way of limitation, the Services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the Federal Government, and the following additional federal requirements:

A. The American Competitiveness and Workforce Improvement Act of 1998, Title IV, Pub. Law 105-277, *et seq.*, (“ACWIA”).

B. The Workforce Innovation and Opportunity Act, (“WIOA”), Public Law 113-129 (enacted July 22, 2014 and effective July 1, 2015), 29 U.S.C. 3101, *et seq.*, which supersedes the Workforce Investment Act (WIA) and amends the Adult Education and Family Literacy Act; the Wagner-Peyser Act of 1933, as amended; and the Rehabilitation Act of 1973.

C. Any and all applicable federal, state, or City rules and regulations relevant to the administration of the Program including without limitation:

- (1) 29 CFR Part 97, for State/Local Governments and Indian Tribes;
- (2) 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations;
- (3) 2 CFR 225, for State/Local Governments and Indian Tribes;
- (4) 2 CFR 220, for Institutions of Higher Education;
- (5) 2 CFR 230, for Non-Profit Organizations;
- (6) 48 CFR Part 31;
- (7) 29 CFR Part 96 and 99, Single Audit Act;
- (8) 29 CFR Part 93, Lobbying Certification;
- (9) 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements;
- (10) 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace;
- (11) 20 CFR Part 652, *et al.*, Workforce Investment Act

(12) The Federal Funding Accountability and Transparency Act of 2006, FFATA.

(13) Drug Free Workplace: The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*

D. The Financial Administration terms and conditions contained in **Exhibit C** are general in scope and may contain requirements covering conditions that may not be encountered in the performance of Services under the Agreement and which, for this reason, are not necessarily applicable thereto. Where any stipulation or requirement set forth therein applies to any such non-existing condition and is not applicable to the Services under this Agreement, and the City so determines in writing, such stipulation or requirement shall have no meaning relative to the performance of such Services.

E. Any and all Grant Awards, Contracts, or other Agreements governing this Agreement including without limitation the Award from the U.S. Dept. of Labor Employment and Training Administration to the City and County of Denver, City Jaggaer No. 202157826 (“Federal Grant Award”). The terms and conditions of the Federal Grant Award are incorporated herein by reference, and attached as **Exhibit B**;

F. Any and all Requests for Proposals, or portions thereof, issued by the City for purposes of this Agreement as designated by the Director;

G. All applicable policies, procedures, information memoranda, Program guidance, instructions or other written documentation issued by the Federal Government, State of Colorado, or the City and provided to the Contractor concerning the Program or the expenditure of Federal Funds;

H. All applicable circulars of the U.S. Office of Management and Budget (“OMB”).

I. Pass-Through Of City Obligations Pursuant To The Applicant Verification Statute:

(1) This Agreement is subject to Article 76.5 of Title 24, Colorado Revised Statutes, and any rules adopted pursuant thereto, as now existing or as hereafter amended (together the “Applicant Verification Statute”). Compliance by the Contractor of the Applicant Verification Statute is expressly made a contractual condition of this Agreement.

(2) The Contractor shall verify the lawful presence in the United States, of each natural person eighteen (18) years of age or older (the “Applicant”), who applies for Federal, State or Local Public Benefits (“Benefits”) conferred pursuant to this Agreement, as such Benefits are defined in the Applicant Verification Statute. The Contractor shall require the Applicant to produce one of the forms of identification listed in the Applicant Verification Statute, and execute an affidavit in the form attached hereto

as **Exhibit D** and incorporated herein by this reference. The Contractor shall maintain copies of each Applicant's identification documentation and affidavit, and shall make such copies available to the City upon request.

26. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE:

A. The Contractor shall not include any reference to the Agreement or to Services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to Services performed under the Agreement will be limited to Services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

B. In accordance with applicable federal or state requirements, the Contractor shall prominently insert the following acknowledgement (or substantially similar acknowledgement) in all allowable advertising, public relations items, or informational materials, including without limitation, signs, media releases, promotional items, giveaways, and public announcements: "The activities, services, programs, and materials are made possible by support from the Office of Denver Economic Development and Opportunity, Workforce Development of the City of and County of Denver through funding from the American Competitiveness and Workforce Improvement Act."

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto, as may be amended, the most recently-adopted version of which is attached hereto as **Exhibit E**, concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

33. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Confidential Information: The Contractor acknowledges and accepts that, in the performance of all Services under the terms of this Agreement, the Contractor will or may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) confidential information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "Confidential Information." The Contractor agrees that all Confidential Information provided or otherwise disclosed by the City to the Contractor or as otherwise acquired by the Contractor during its performance under this Agreement shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall limit access to any and all Confidential Information to only those employees who have a need to know such information in order to provide services under this Agreement. The Contractor shall exercise the same standard of care to protect any and all Confidential Information as a reasonably prudent contractor would to protect its own proprietary or confidential data. Contractor acknowledges that Confidential Information may be in hardcopy, printed, digital or electronic format. The City reserves

the right to restrict at any time Contractor's access to electronic Confidential Information to "read-only" access or "limited" access as such terms are designated by the Director.

The Contractor agrees to comply with all applicable State Laws and Federal Laws protecting the privacy or confidentiality of any and all Client Data that include protected medical records or protected personal information. The Contractor shall establish and submit to the City, within fifteen (15) days of the City's written request thereof, copies of Contractor's policies and procedures to maintain the confidentiality of any protected medical records or protected personal information to which the Contractor has access. In the event that the Contractor is required to access Client Data that include protected medical records from a third party provider or is required to provide Client Data, including protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor agrees to fully coordinate with Agency personnel and the client in order to obtain any necessary consent forms, authorization forms, or release forms.

(1) Use of Confidential Information: Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet or other public forum, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Director, unless the Contractor is legally required to release Confidential Information under the Colorado Open Records Act, C.R.S. §§ 24-72-201, *et seq.*, in which case the Contractor shall inform the City of such requirement prior to the release of such Confidential Information.

(2) City Methods: The Contractor agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to Confidential Information, that: (a) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Director; (b) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (c) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) Employees and Subcontractors: The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns.

Region/H1B/LV

City Contract No. 202158069-00

02/01/2021-01/31/2025

DEDO-WD -H1B Grant (gov entities) - 202158069-00

Date template issued by CAO: 2-16-21

The Contractor warrants that all of its employees, agents, and officers who designated to provide Services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

(4) Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Confidential Information on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the Confidential Information. The Contractor acknowledges and understands that Confidential Information may not be completely free of errors. The City assumes no liability for any errors or omissions in any Confidential Information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. Open Records: The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S., and that in the event of a request to any party for disclosure of such information, that party shall advise the other parties of such request in order to give them the opportunity to object to the disclosure of any of their proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the parties will tender all such material to the court for judicial determination of the issue of disclosure and the parties agree to intervene in such lawsuit to protect and assert their claims of privilege and against disclosure of such material or waive the same. The parties will be responsible for any claims, damages, expenses, losses or costs with respect to their own actions to protect and assert its claim of privilege against disclosure under this Article.

34. TIME IS OF THE ESSENCE: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

35. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Articles 1 through 36, which precede the signature page and the following attachments which are incorporated herein and made a part hereof by reference:

- A. Exhibit A – Work Statement/SOW and Budget;
- B. Exhibit B – Federal Grant Award;
- C. Exhibit C – Financial Administration;
- D. Exhibit D – Verification Affidavit;
- E. Exhibit E – Executive Order 94 and Attachment A

In the event of an irreconcilable conflict between a provision contained in Articles 1 through 36, and any of the listed attachments or between provisions of any attachments,

such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Articles 1 through 36 (Agreement);
- Exhibit A – Work Statement/SOW and Budget;
- Exhibit B – Federal Grant Award;
- Exhibit C – Financial Administration (unless the City specifically notifies the Contractor in writing that a provision of Exhibit C prevails over Articles 1 through 36, Exhibit A, or Exhibit B)
- Exhibit D – Verification Affidavit
- Exhibit E – Executive Order 94 and Attachment A

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

END

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

Contract Control Number: OEDEV-202158069-00
Contractor Name: ADAMS COUNTY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202158069-00
ADAMS COUNTY

By: DocuSigned by:
Katie Griego
1061024B7FB9480... _____

Name: Katie Griego
(please print)

Title: Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

STATEMENT OF WORK
ADAMS COUNTY
H-1B READY TO WORK PARTNERSHIP GRANT
THE TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP 2.0 (TEC-P 2.0)

Federal Award ID (FAIN) #: HG-35917-21-60-A-8
Federal Award Date: January 19, 2021
Federal Awarding Agency: U.S. Department of Labor / ETA
Division of Federal Assistance
200 Constitution Avenue NW-Room N-4716
Washington DC 20210
Pass-Through Entity: City & County of Denver
Denver Economic Development & Opportunity (DEDO)
101 W. Colfax Ave., Suite 850 Denver CO 80202
Pass-Through DUNS #: 034108758
Sub-recipient DUNS #: 076476373
CFDA: H-1B 17.268
Total Federal Funds Obligated to sub-recipient \$555,000.79
Total amount of Federal Award \$7,383,999.00
Total Non-Federal Funds Obligated to sub-recipient \$0.00

1.0 SCOPE

The Contractor shall provide identified services as listed in Sections 1.1.

1.1 Objectives The Contractor will be a partner in the Technology Partnership in Colorado Partnership 2.0 (“TEC-P 2.0”) project, an employer and industry led initiative focused on developing skills and career pathways for long term unemployed workers in the Information Technology (“IT”), Advanced Manufacturing (“AM”) and Transportation (“TR”) industries. This project will be conducted in partnership with the City and County of Denver (the “City”) to operate programs as prescribed by the office of Denver Economic Development and Opportunity-Denver Workforce Services (“DEDO-DWS”), the Colorado Urban Workforce Alliance (“CUWA”), the American Job Center, Arapahoe Douglas Works, Larimer County, Boulder County, Jefferson County, Adams County and Weld County. Contractor agrees to provide employment and training services leading to direct employment or retention in middle and high skilled jobs in the targeted industries to a minimum of:

**Total Enrollments – 75
Incumbent Workers-**

Time Period	Year 1	Year 2	Year 3	Year 4	
TOTAL ENROLLMENTS	18	19	19	19	75
TOTAL ENROLLED IN EDUCATION/TRAINING (88% of total enrolled)	16	17	17	16	66
TOTAL EDUCATION/TRAINING COMPLETED (84% of total enrolled)	15	16	16	16	63
TOTAL DEGREES/ CERTIFICATIONS (60% of total enrolled)	11	11	11	12	45
TOTAL EMPLOYED (63% of total enrolled)	11	12	12	12	47
INCUMBENT WORKER COMPLETION	0	0	0	0	0

1.2 Outcomes

- 1.2.1 Contractor shall place at least 88% of enrolled participants in education and/or training activities;
- 1.2.2 Contractor shall ensure that 84% of enrolled participants complete education and/or training activities;
- 1.2.3 Contractor shall ensure that 60% of participants receive a certificate or a credential in the grant targeted occupations and industries;
- 1.2.4 Contractor shall ensure that 63% of participants obtain employment in middle to high skilled technology occupations.
- 1.2.5 Contractor is responsible for ensuring that 100% of incumbent workers successfully complete training activities.

1.3 Participant Recruitment and Eligibility

- 1.3.1 Contractor shall use the Participant Assessment and Recruitment Instrument to develop and execute a recruitment plan including monthly goals, referral tracking, outreach strategies and targeted industries:
<https://denvercity.sharepoint.com/sites/TECP>
- 1.3.2 Contractor shall effectively recruit and serve eligible long-term unemployed workers and incumbent workers as defined in funding opportunity number:

FOA-ETA-20-13 and <https://denvercity.sharepoint.com/sites/TECP>

- 1.3.3 Contractor shall ensure that participants are at least 17 years of age and not currently enrolled in secondary school within a local educational agency.
- 1.3.4 Contractor shall ensure that participants are a U.S. Citizen and provide documentation that shows authorization to work in the United States.
- 1.3.5 Contractor shall ensure that veterans and eligible spouses who meet program's eligibility requirements have a priority of service.
- 1.3.6 Contractor shall pay particular attention to minority and disabled veterans currently employed in the targeted industries and occupations, as well as transitioning vets and National Guard members meeting the long-term unemployed criteria.
- 1.3.7 Contractor shall also place emphasis on recruiting and training younger workers and those impacted by the recent economic downturn pursuing careers in the targeted industries and occupations.

1.4 Service Delivery

1.4.1 Assessment

1.4.1.1 Contractor shall provide a comprehensive up front assessment, including an occupational skills assessments.

1.4.1.2 Contractor shall customize participant services along the three TEC-P 2.0 tracks to employment.

1.4.1.3 Contractor shall document the TEC-P 2.0 participant's need for new skills and the purpose of training by recording the following information in the confidential notes section in Connecting Colorado (or similar tracking system): participant's current or desired industry and occupation, comprehensive assessment results, identified skill gaps, proposed TEC-P 2.0 training track(s), potential occupations and employers.

1.4.2 Instruction/Training Services/Certificates

1.4.2.1 Contractor shall enroll eligible participants in training targeted to Information Technology, STEM – Professional, Scientific, and Technical Services, and Advanced Manufacturing occupations. The following table illustrates **EXAMPLES** of certificates and/or credentials that a TEC-P participant can earn:

	Credentials and Certifications	
Certified Supply Chain Professional (CSCP)	Microsoft MCSA and MCSC	Certified Network Technician
Cisco CCNA and CCNP	IBM Software and Systems Certifications	CNC Machining or Manufacturing Certificate
CBAP and PMP	Multi-media Technologies Certificate	Network Technology Certificate
Red Hat Development	Computer programming or Information Systems certificate	Web Technologies Certificate
Solid Works Essentials	LEAN Agile Scrum Master	Database Technologies Certificate
LEAN Six Sigma Black Belt	Geographic Information Systems Certificate	CISCO Networking Certificate
APICS Certifications		

1.4.3 Employer Engagement

1.4.3.1 At the onset of this contract, Contractor is responsible for developing agreements with proposed TEC-P 2.0 employer partners that will provide employment and on-the-job training opportunities, as well as paid work experience and paid internships, for participants in the targeted industries and occupations.

1.4.3.2 Contractor will leverage other existing partnerships and/or develop new partnerships with employers in the targeted industries throughout the life of this grant to support successfully meeting the TEC-P 2.0 project outcomes.

1.4.3.3 Contractor will coordinate with employer partners to develop job placement opportunities for all TEC-P 2.0 participants.

2.0 PROGRAMMATIC AND PERFORMANCE REQUIREMENTS

2.1 Performance Accountability and Reporting

2.1.1 Contractor must submit quarterly reports that meet and document grant performance information required by DEDO-DWS and USDOL in the format stated in the H-1B Operations Manual.

2.1.2 Contractor must report data for the following seven outcome measures, as applicable:

- a) Total participants served through the program; Contractor must provide sub-totals for underemployed workers, unemployed workers, and incumbent workers to be served.

- b) Total participants enrolled in education/training activities;
- c) Total participants completing education/training activities;
- d) Total participants who complete education/training activities who receive a degree, or other type of credential;
- e) Total unemployed participants or underemployed participants who complete education/training activities and obtain employment);
- f) Total incumbent workers who complete training activities and that advance into a new position.

2.2 Participant Data Collection

- 2.2.1 Contractor shall verify TEC-P 2.0 participant's identity, citizenship or legal work status.
- 2.2.2 Contractor shall collect and maintain file documents that include; an I-9, Equal Employment Opportunity (EEO) form and a Release of information form.
- 2.2.3 Contractor shall maintain the aforementioned verification data and documents in the participant's file.
- 2.2.4 Contractor shall maintain a file on each participant as part of a personnel file and/or separate file.
- 2.2.5 Contractor shall document TEC-P 2.0 participants' activity progress quarterly throughout the program according to the H-1B Operations manual.
- 2.2.6 Contractor shall readily provide, upon request, its participant files and/or its participant program documentation for reporting and/or auditing purposes to DEDO-DWS and USDOL.

2.3 Coordination and Contractor Participation

- 2.3.1 Contractor shall ensure optimal program coordination and linkages with DEDO-DWS contracted partners and other partnering organizations as identified by DEDO-DWS and the TEC-P project, to ensure appropriate, consistent and efficient provision of services to program participants.
- 2.3.2 Contractor shall actively participate in any forums, meetings, planning sessions and the like to further the goals of providing appropriate, consistent, and efficient provision of services to participants.
- 2.3.3 The Contractor must work in partnership with established DEDO-DWS systems and staff to ensure its future sustainability and alignment with DEDO-DWS's mission. This may be partially accomplished through the establishment and maintenance of regularly scheduled monthly and/or quarterly meetings between appropriate DEDO-DWS staff and staff representing Contractor.



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
H-1B READY TO WORK PARTNERSHIP GRANT
TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP 2.0
PROGRAM YEAR 2021-2025
BUDGET SUMMARY**

A. Respondent: Adams County
B. Project: TEC-P 2.0
C. Program Year: 2021 Through 2025

D. Contract Number: OEDEV-202158069-00
E. Contract Period: 02-01-2021 through 01-31-2025
F. Requested Amount: \$555,000.00

Budget Summary for H-1B Ready To Work Partnership Grant

(1) Item of Expenditure	(2) Total Project Cost requested from DEDO		(3) Other Federal Funding		(4) Other Non-Federal Funding		(5) Other City and County of Denver Funding		(6) Agency Total (All Funding Sources)	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	\$ 130,524	100.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 130,524	100.00%
Fringe	45,684	100.00%	-	0.00%	-	0.00%	-	0.00%	45,684	100.00%
Travel	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Supplies	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Contractual	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Participant Direct Costs	361,172	100.00%	-	0.00%	-	0.00%	-	0.00%	361,172	100.00%
Other Direct Costs - Professional Services	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Indirect Costs	17,620	100.00%	-	0.00%	-	0.00%	-	0.00%	17,620	100.00%
Equipment	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
TOTAL	\$ 555,000	100.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 555,000	100.00%

I: Respondent Authorization

Signature of Respondent Official **Date**

Name (Type or print)

Title (Type or print)

J: City and County of Denver Authorization

Signature **Date**

Name (Type or print)

Title (Type or print)



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
H-1B READY TO WORK PARTNERSHIP GRANT
TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP 2.0
PROGRAM YEAR 2021-2025
AMOUNT REQUESTED FROM DEDO SUMMARY**

A. Respondent: Adams County
B. Project: TEC-P 2.0
C. Program Year: 2021 Through 2025

D. Contract Number: OEDEV-202158069-00
E. Contract Period: 02-01-2021 through 01-31-2025
F. Requested Amount: \$555,000.00

Budget Summary for Amount Requested from Denver Economic Development & Opportunity

(1) Item of Expenditure	(2) TEC-P 2.0 YEAR ONE		(3) TEC-P 2.0 YEAR TWO		(4) TEC-P 2.0 YEAR THREE		(5) TEC-P 2.0 YEAR FOUR		(6)		(7)		(8) Total Project Cost requested from DEDO	
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	\$ 32,631	25.00%	\$ 32,631	25.00%	\$ 32,631	25.00%	\$ 32,631	25.00%	\$ -	0.00%	\$ -	0.00%	130,524	100.00%
Fringe	11,421	25.00%	11,421	25.00%	11,421	25.00%	11,421	25.00%	-	0.00%	-	0.00%	45,684	100.00%
Travel	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$ -	#DIV/0!	-	#DIV/0!	-	100.00%
Supplies	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$ -	#DIV/0!	-	#DIV/0!	-	100.00%
Contractual	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$ -	#DIV/0!	-	#DIV/0!	-	100.00%
Participant Direct Costs	90,293	25.00%	90,293	25.00%	90,293	25.00%	90,293	25.00%	\$ -	0.00%	-	0.00%	361,172	100.00%
Other Direct Costs - Professional Services	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$ -	#DIV/0!	-	#DIV/0!	-	100.00%
Indirect Costs	4,405	25.00%	4,405	25.00%	4,405	25.00%	4,405	25.00%	\$ -	0.00%	-	0.00%	17,620	100.00%
Equipment	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$ -	#DIV/0!	-	#DIV/0!	-	100.00%
	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	\$ -	#DIV/0!	-	#DIV/0!	-	100.00%
TOTAL	\$ 138,750	25.00%	\$ 138,750	25.00%	\$ 138,750	25.00%	\$ 138,750	25.00%	\$ -	0.00%	\$ -	0.00%	\$ 555,000	100.00%

I: Respondent Authorization

Signature of Respondent Official _____ Date _____

Name (Type or print) _____

Title (Type or print) _____

J: City and County of Denver Authorization

Signature _____ Date _____

Name (Type or print) _____

Title (Type or print) _____

Make sure DEDO Summary is included with Budget Summary



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
H-1B READY TO WORK PARTNERSHIP GRANT
TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP 2.0
PROGRAM YEAR 2020
NON-PERSONNEL BUDGET**

A. Respondent: Adams County **C: Contract Number:** OEDEV-202158069-00

B. Program: TEC-P 2.0 YEAR ONE **D: Contract Period:** 02-01-2021 through 01-31-2025

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
TRAVEL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
SUPPLIES TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
CONTRACTUAL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
PARTICIPANT COSTS TOTAL	\$90,293	\$90,293	Includes the following, but not limited to:
OJT, ITA's, Intensive Services, Incentives, Supportive Services.	\$90,293	\$90,293	
	\$0	\$0	
Other	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
Other		\$0	
INDIRECT COSTS TOTAL	\$4,405	\$4,405	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$4,405	\$4,405	
EQUIPMENT	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
(5) TOTAL NON-PERSONNEL COSTS	\$94,698	\$94,698	



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
H-1B READY TO WORK PARTNERSHIP GRANT
TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP 2.0
PROGRAM YEAR 2020-2025
NON-PERSONNEL BUDGET**

A. Respondent: Adams County **C. Contract Number:** OEDEV-202158069-00

B. Program: TEC-P 2.0 YEAR TWO **D. Contract Period:** 02-01-2021 through 01-31-2025

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
TRAVEL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
SUPPLIES TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
CONTRACTUAL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
PARTICIPANT COSTS TOTAL	\$90,293	\$90,293	Includes the following, but not limited to:
OJT, ITA's, Intensive Services, Incentives, Supportive Services.	\$90,293	\$90,293	
	\$0	\$0	
Other	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
Other	\$0	\$0	
INDIRECT COSTS TOTAL	\$4,405	\$4,405	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$4,405	\$4,405	
Equipment	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
(5) TOTAL NON-PERSONNEL COSTS	\$94,698	\$94,698	



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
H-1B READY TO WORK PARTNERSHIP GRANT
TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP 2.0
PROGRAM YEAR 2020-2025
NON-PERSONNEL BUDGET**

A. Respondent: Adams County **C. Contract Number:** OEDEV-202158069-00

B. Program: TEC-P 2.0 YEAR THREE **D. Contract Period:** 02-01-2021 through 01-31-2025

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDU Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
TRAVEL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
SUPPLIES TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
CONTRACTUAL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
PARTICIPANT COSTS TOTAL	\$90,293	\$90,293	Includes the following, but not limited to:
OJT, ITA's, Intensive Services, Incentives, Supportive Services.	\$90,293	\$90,293	
	\$0	\$0	
Other	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
Other	\$0	\$0	
INDIRECT COSTS TOTAL	\$4,405	\$4,405	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$4,405	\$4,405	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
(5) TOTAL NON-PERSONNEL COSTS	\$94,698	\$94,698	



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
H-1B READY TO WORK PARTNERSHIP GRANT
TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP 2.0
PROGRAM YEAR 2020-2025
NON-PERSONNEL BUDGET**

A. Respondent: Adams County **C. Contract Number:** OEDEV-202158069-00

B. Program: TEC-P 2.0 YEAR FOUR **D. Contract Period:** 02-01-2021 through 01-31-2025

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDU Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
TRAVEL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
SUPPLIES TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
CONTRACTUAL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
PARTICIPANT COSTS TOTAL	\$90,293	\$90,293	Includes the following, but not limited to:
OJT, ITA's, Intensive Services, Incentives, Supportive Services.	\$90,293	\$90,293	
	\$0	\$0	
Other	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
Other	\$0	\$0	
INDIRECT COSTS TOTAL	\$4,405	\$4,405	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$4,405	\$4,405	
PAY FOR PERFORMANCE TOTAL	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
(5) TOTAL NON-PERSONNEL COSTS	\$94,698	\$94,698	

**U.S. DEPARTMENT OF LABOR
EMPLOYMENT AND TRAINING
ADMINISTRATION (DOL/ETA)**

**NOTICE OF
AWARD (NOA)**

Under the authority of the *American Competitiveness and Workforce Improvement Act*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - *H-1B One Workforce Grant Program*.

Name & Address of Awardee:
City and County of Denver
101 West Colfax Avenue
Suite 850
Denver, COLORADO 80202-5329

Federal Award Id. No. (FAIN): HG-35917-21-60-A-8
CFDA #: 17.268- H-1B Job Training Grants
Amount: \$7,383,999.00
EIN: 846000580
DUNS #: 034108758

Accounting Code: 1630-2021-055152830XBD202151520010215HBN00A0000AOFAM0AOFAM0-A90310-410023---

Payment Management System DOC#: HG35917C30

The Period of Performance shall be from **February 01, 2021 thru January 31, 2025**.
Total Government's Financial Obligation is **\$7,383,999.00** (unless other wise amended).

Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

In performing its responsibilities under this grant agreement, the awardee hereby certifies and assures that it will fully comply with all applicable Statute(s), and the following regulations and cost principles, including any subsequent amendments:

Uniform Administrative Requirements, Cost Principles, and Audit Requirements:

2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements; Final Rule
2 CFR Part 2900; DOL Exceptions to 2 CFR Part 200;

Other Requirements (Included within this NOA):

Condition(s) of Award (if applicable)
Federal Award Terms, including attachments

Contact Information

The Federal Project Officer (FPO) assigned to this grant is Edgar Garcia. Edgar Garcia will serve as your first line point of contact and can be contacted via e-mail - garcia.edgar@dol.gov. If your FPO is not available, please call your Regional Office at 972-850-4600 for assistance.

The awardee's signature below certifies full compliance with all terms and conditions as well as all applicable Statutes(s), grant regulations, guidance, and certifications.

Signature of Approving Official - **AWARDEE**

Signature of Approving Official - **DOL / ETA**

See SF-424 for Signature

No Additional Signature Required



BRINDA RUGGLES, January 19, 2021
GRANT Officer

*H-1B One Workforce Grant Program
Condition of Award*

**City and County of Denver
HG-35917-21-60-A-8**

As part of the Condition of Award to receiving the *H-1B One Workforce Grant Program*, the U.S. Department of Labor (DOL), Employment and Training Administration (ETA) has identified the following areas that require further clarification and/or modification.

Please note that a submittal of the required document(s) does not constitute approval by DOL/ETA. A grant modification will need to be submitted and final approval must be given by the Grant Officer (GO). Your Federal Project Officer (FPO) will review the documentation and then submit it to the GO for formal approval as a modification to the grant agreement. Once approved, the revised document(s) will comprise the official modification to this grant agreement and the special conditions will be resolved.

Any questions related to the below items must be submitted to your FPO.

Responses to requests for clarification and modification must be submitted to your FPO within 30 days of receipt of this grant award package.

Condition 1 – Budget

The grantee must submit a budget modification request which includes a completed SF-424A and Budget Narrative which aligns with the total on the SF-424. The Budget Narrative must address and break down the entirety of each line reflected on the SF-424A as outlined on pgs. 26-28 of the Funding Opportunity Announcement. The Budget Narrative must also contain costs per entry in each category which add up to the indicated line item total with enough information to ascertain whether the represented totals are mathematically accurate. Specifically, the Budget Narrative must clarify the following:

- Personnel: calculations within the Budget Narrative add up to the total line item

RESPONSE TO PROGRAM COMPLIANCE REVIEW

After receipt of this award, DOL/ETA staff will perform a program compliance review to help ensure the programmatic aspects of the grant projects are in compliance with the Funding Opportunity Announcement (FOA). Please see the Program Compliance Notification Letter on the next page for details. After the review, if there are any required actions needed, DOL/ETA will transmit the results of the compliance review as condition(s) of award in a separate document, and provide instructions on what is necessary for resolution.

PROGRAM COMPLIANCE NOTIFICATION LETTER
H-1B One Workforce Grant Program

Dear City and County of Denver:

Congratulations on your award! You are receiving this Program Compliance Notification Letter, which outlines the programmatic compliance requirements for your **H-1B One Workforce Grant**, and directs grantees on how to ensure adherence to these requirements. The Authorized Representative (indicated on the SF-424) is responsible for ensuring compliance with ALL aspects of the grant award.

This Program Compliance Notification Letter provides information on the following:

- Key required activities that all grantees must ensure are incorporated into their grant;
- Key H-1B grant policies;
- Key activities or costs that are not allowable;
- Links to existing grantee guidance (e.g., Frequently Asked Questions, and administrative/financial trainings); and
- Performance reporting guidance on grantees' proposed target outcomes for the H-1B performance outcome measures and reporting mechanisms.

The below list includes key areas to note for programmatic compliance. This list is not exhaustive and grantees should refer to the Funding Opportunity Announcement (FOA) for a complete list of programmatic compliance requirements for this grant program.

Required Action by Grantee: If there are specific programmatic compliance issues with any of the sections below that must be addressed, they will be reflected in the Conditions of Award document that the Grant Officer will send in the coming weeks. No additional action is required at this time.

Participant Eligibility

Participants must be unemployed, underemployed, or incumbent workers as defined in the FOA. The FOA also requires that "Eligible participants served through this grant program must be at least 17 years old and not currently enrolled in secondary school within a local educational agency." Therefore, H-1B participants must be 17 years of age or older and not currently enrolled in secondary school (high school). Individuals who are age 17 or older and have dropped out of secondary school, or who are attending post-secondary school may be served by the grant.

Use of Grant Funds for Supportive Services

Grantees may use up to 10 percent of grant funds to provide supportive services to individuals who are participating in education and training activities provided through the grant. Under this grant program, supportive services for training participants include, but are not limited to, services such as transportation, childcare, dependent care, housing, and needs-related payments that are necessary to enable an individual to participate in education and training activities funded through this grant. Grantees may provide supportive services in various ways, including

providing the supportive service itself (e.g., childcare); providing participants with a voucher for the service (e.g., public transportation cards or tokens); or providing a stipend directly to the participant.

Where stipends for supportive services are provided, the stipend amount must be for costs of a specific supportive service (e.g., childcare), rather than simply based on an unidentified need. For the purposes of this FOA, grantees may use grant funds up to the percentage specified above, to provide supportive services only to individuals who are participating in education and training activities provided through the grant, and only when: (1) they are unable to obtain such services through other programs; and (2) such services are necessary to enable individuals to participate in education and training activities under the grant.

Use of Grant Funds for Paid Work-based Learning Components

- A. **On-the Job Training (OJT):** Under this grant, OJT is available only for unemployed and underemployed individuals. Incumbent workers are not eligible for OJT under this FOA and grantees are specifically prohibited from spending grant funds on payment of wages of incumbent workers. OJT is provided under a contract with an employer in the public, private-nonprofit, or private sector. Under the OJT contract, the employer pays wages to the participant, and occupational training is provided for the participant in exchange for the reimbursement to the employer of a percentage of the participant's wage rate to compensate for the employer's extraordinary costs of training the individual. See Section IV.E.3.a. of the FOA for additional information.
- B. **Apprenticeships:** Organizations may use grant funds awarded under this FOA only to reimburse a portion of the apprentice's work-based learning costs for small employers (50 or fewer employees). For those businesses that have more than 50 employees, grant funds may not be used to reimburse work-based learning costs.
- C. **Work Experience and Internships:** Work experience and internships are defined as a planned, structured learning experience that takes place in a workplace for a limited period and, for the purposes of this grants under this FOA, must be paid.
- D. **Incumbent Worker Salaries:** For applicants that are serving incumbent workers, incumbent worker salaries paid by the employer are NOT allowable costs to be reimbursed under this grant.

Performance Requirements

Grantees are required to adhere to OMB-approved performance reporting requirements. Performance reporting for these grants aligns with the DOL-Only Performance Accountability Information and Reporting System (OMB Control No. 1205-0521) information collection request, specifically the requirements identified for apprenticeship grants data reporting into via the Workforce Integrated Performance System (WIPS). As part of quarterly performance reporting, DOL requires grant recipients to conduct data validation to ensure the validity of data submitted to DOL (see TEG-23-19)

https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=9155). See the table below for links to OMB performance requirements.

Each grantee is accountable for reaching their proposed performance targets for the performance outcome measures specified in the FOA. Failure to meet those outcomes may result in technical assistance or other intervention by ETA, and may also have a significant impact on decisions about future grants with ETA.

During the first quarter of your grant, the ETA Office of Workforce Investment, Division of Strategic Investments (Program Office) will review the proposed performance targets and follow-up to determine if there are any areas of concern.

- Performance related issues may include resolving mathematical errors, discrepancies between outcomes reported in the project narrative and required performance outcome tables, or performance outcomes that are not internally logical (e.g., outcomes include more participants who complete training than participants who start training).
- **If there are any areas of concern, the Program Office and Federal Project Officer (FPO) will meet with the grantee to discuss and outline steps to resolve any issues.**

Participate in a National Evaluation

As a condition of grant award, grantees are required to participate in a national evaluation, if undertaken by DOL. The evaluation may include an implementation assessment across grantees, an impact and/or outcomes analysis of all or selected sites within or across grantees, and a benefit/cost analysis or assessment of return on investment. Conducting an impact analysis could involve random assignment (which involves random assignment of eligible participants into a treatment group that would receive program services or enhanced program services, or into control group(s) that would receive no program services or program services that are not enhanced). See Section VI.B.4.a. of the FOA for more information.

Primary Point of Contact

Your FPO is the primary point of contact throughout the period of performance of your grant. Please work with your FPO to resolve any compliance items or questions related to this Program Compliance Notification Letter.

Additional Grants Management Resources

Program Compliance References	Overview/ Description	Resource Link
Grantee Handbook	The Grantee Handbook provides guidance on the management of grants throughout the life cycle. Transmitted with the grant agreement to every grantee Authorized Representative and Point of Contact identified on the SF-424.	https://www.dol.gov/agencies/eta/grants/management
Financial Reporting	Revised ETA-9130 Financial Report, Instructions, and Additional Guidance. These grants will utilize the BASIC 9130 form.	TEGL 2-16 https://grantsapplicationandmanagement.workforcegps.org/-/media/Communities/grantsapplicationandmanagement/Files/PPT-and-Attachments/TEGL_2-16_acc.ashx
	Office of Grants Management Financial Links. Provides access to the financial reporting system, and payment management system (PMS) for learning opportunities.	https://www.dol.gov/agencies/eta/grants/management
Smart Training	These SMART training sessions provided active Federal Award recipients of ETA grant funds with helpful strategies in navigating the administration and financial management of their grants. They look at four central themes weaved throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards also known as the Uniform Guidance (2 CFR Part 200) and DOL's exceptions to the Uniform Guidance (2 CFR Part 2900).	https://grantsapplicationandmanagement.workforcegps.org/resources/2019/12/15/21/50/SMART_3-0_Webinar_Training_Series

<p>Performance Reporting Resources <i>*ETA will provide further technical assistance, including policy guidance and additional resources to support H-1B performance reporting.</i></p>	<p>The Employment and Training Administration (ETA) Performance website will assist you in understanding how the workforce system measures, reports, and evaluates performance under the Workforce Innovation and Opportunity Act (WIOA). ETA oversees the performance accountability provision of WIOA to obtain valid, accurate, and comparable results across states to inform policy and program decision-making.</p>	<p>https://www.dol.gov/agencies/eta/performance</p>
	<p>TRAINING AND EMPLOYMENT GUIDANCE LETTER No. 14-18 Aligning Performance Accountability Reporting, Definitions, and Policies Across Workforce Employment and Training Programs Administered by the U.S. Department of Labor (DOL)</p>	<p>https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7611</p>
	<p>Workforce Integrated Performance System (WIPS)</p>	<p>https://www.dol.gov/agencies/eta/performance/wips</p>

TERMS AND CONDITIONS LIBRARY

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1. Order of Precedence

In the event of any inconsistency between the terms and conditions of this Notice of Award (NOA) and other requirements, the following order of precedence shall apply:

- I. Section 414(c) of the American Competitiveness and Workforce Improvement Act of 1988 (ACWIA), as amended (codified at 29 U.S.C. 3224a).
- II. Other applicable Federal statutes.
- III. Consolidated Appropriations Act, 2021 (Public Law 116-260) dated December 27, 2020.
- IV. Implementing Regulations.
- V. Executive Orders and Presidential Memoranda.
- VI. The Office of Management and Budget (OMB) Guidance, including the Uniform Guidance at 2 CFR 200 and 2900.
- VII. The U.S. Department of Labor (DOL)/Employment and Training Administration (ETA) Directives.
- VIII. Terms and conditions of this award.

2. Notice of Award

The funds shall be obligated and allocated via a NOA grant modification. These obligations and expenditures may not exceed the amount awarded by the NOA modification unless otherwise modified by the ETA.

3. Funding Opportunity Announcement for Discretionary Awards

The Funding Opportunity Announcement (FOA) and any amendments found at https://www.dol.gov/sites/dolgov/files/ETA/grants/pdfs/H-1B_OneWorkforceGrantProgram_FOA-ETA-20-13.pdf and https://edit.dol.gov/sites/dolgov/files/ETA/grants/H-1B%20One_Workforce_Amendment_One.pdf?_ga=2.8573685.195584248.1610396930-383084881.1580393209 are hereby incorporated into this NOA. Award recipients are bound by the authorizations, restrictions, and requirements contained in the FOA. Therefore, the expenditure of grant funds by the award recipient certifies that your organization has read and will comply with all the parts that are contained in the NOA.

4. Federal Project Officer

The DOL/ETA Federal Project Officer (FPO) for this award is:

Name: Edgar Garcia
Telephone: 972-850-4650
E-mail: Garcia.edgar@dol.gov

The FPO is not authorized to change any of the terms or conditions of the award, or approve prior approval requests. Any changes to the terms or conditions or prior approvals must be approved by the Grant Officer through the use of a formally executed award modification process.

5. Indirect Cost Rate and Cost Allocation Plan

Indirect (facilities & administrative (F&A)) costs means those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. Direct costs, by contrast, can be identified specifically with a particular final cost objective, such as a Federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy. Identification with the Federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect (F&A) costs of Federal awards.

If the DOL serves as the Federal Cognizant Agency (FCA) for the grant award recipient, then the grantee must work with DOL's Division of Cost Determination (DCD), which has delegated authority to negotiate and issue a Negotiated Indirect Cost Rate Agreement (NICRA) or Cost Allocation Plan (CAP) on behalf of the Federal Government. More information about the DOL's DCD is available at <http://www.dol.gov/oasam/boc/dcd/>. This website has guidelines to develop indirect cost rates, links to the applicable cost principles, and contact information. The DCD also has Frequently Asked Questions to provide general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals at <https://www.dol.gov/agencies/oasam/centers-offices/office-of-the-senior-procurement-executive/cost-price-determination-division/faq>.

If a new NICRA is issued during the grant's period of performance, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct cost categories as long as it is consistent with the Budget Flexibility term within this agreement, grant requirements, and DOL regulations on prior approval. However, the total amount of the grant award will not be increased.

___ A. A federally approved NICRA or federally approved CAP covering a portion of the grant period of performance is attached.

Regarding only the NICRA:

(1) Indirect Rate approved: (see attached)

(2) Type of Indirect Cost Rate: (see attached) (i.e. Provisional/Predetermined/Fixed)

(3) Allocation Distribution Base: (see attached)

(4) Current beginning and ending period applicable to rate: (see attached)

Estimated Indirect Costs are shown on the SF-424A budget form.

___ B. (1) ___ The provided NICRA or CAP approved by the FCA does not cover a portion of the period of performance, or

(2) ___ Indirect costs are being claimed on the SF-424A, however an indirect cost rate proposal or CAP has not yet been submitted for approval to the FCA.

URGENT NOTICE: Estimated indirect costs have been specified on the SF-424A, Section B, Object Class Category “j”, however only \$N/A will be released to support the indirect costs in the absence of a NICRA or CAP approved by the FCA. The remaining funds which have been awarded for Indirect Costs are restricted and may not be used for any purpose until the recipient provides a signed copy of the NICRA or CAP and receive documentation stating that the restriction is lifted by the Grant Officer. Upon receipt of the NICRA or CAP, the Grant Officer will issue a grant modification to the award to remove the restriction on those funds.

As the grant award recipient, the grantee must submit an indirect cost rate proposal or CAP. If the FCA for indirect costs is DOL, these documents should be submitted to the DOL’s Division of Cost Determination (DCD) (see <http://www.dol.gov/oasam/boc/dcd/>). Otherwise, they should be submitted to the grant award recipient’s FCA. Alternatively, the grantee may request the de minimis rate if eligible (see section D. below). In addition, the recipient must notify the FPO that the documents have been submitted to the appropriate FCA.

If the grant recipient does not submit a NICRA proposal within 90 days of award, they will be limited to the de minimis rate of 10% of Modified Total Direct Costs (MTDC). See section D. below for more details and definitions.

- C. The grant award recipient elected to exclude indirect costs from the proposed budget. Please be aware that incurred indirect costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the applicable cost principles, will be charged. According to 2 CFR 200.412, if indirect costs are misclassified as direct costs, such costs may become disallowed through an audit.
- D. The grant award recipient does not have a current negotiated (including provisional) rate and elects to charge a de minimis rate of 10% of modified total direct costs (MTDC) as defined in 2 CFR 200.1, which may be used indefinitely. A governmental department or agency unit that receives more than \$35 million in direct Federal funding must submit its indirect cost rate proposal to its cognizant agency for indirect costs and cannot request a de minimis rate. This methodology must be used consistently for all Federal grant awards until such time as the grant award recipient chooses to negotiate for an indirect cost rate, which the grantee may apply to do at any time. See 2 CFR 200.414(f) for more information on use of the de minimis rate. Please be aware that incurred indirect type costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are recovered as part of charging the de minimis rate.

All grant recipients with an approved NICRA or de minimis rate must report indirect costs on their **FINAL** ETA-9130 Form. If a grant recipient has a NICRA and a CAP, only the indirect costs tied to the NICRA are reported on the ETA-9130 Form. The grantee can refer to Training and Employment Guidance Letter (TEGL) 20-19 and https://www.doleta.gov/grants/pdf/ETA-9130_Financial_Reporting_Resources.pdf for additional guidance.

6. Approved Statement of Work

This project's narrative is the approved SOW. It has been included as Attachment D. If there is any inconsistency between the project narrative and the program statute, appropriation, regulations, Executive Orders, Uniform Guidance, OMB Circulars, and DOL/ETA directives, the order of precedence (as described in Section 1. above) will prevail.

7. Approved Budget

The grant award recipient's budget documents are attached in this NOA. The documents are: 1) the SF-424, included as Attachment A; 2) the SF-424 A, included as Attachment B; and 3) the Budget Narrative, included as Attachment C. As the grant award recipient, the grantee must confirm that all costs are allowable before creating any expenses. Pursuant to 2 CFR 2900.1, the approval of the budget as awarded does not constitute prior approval of those items specified in 2 CFR 200 or as a part of the grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide such approval.

Any changes to the budget that impact the Statement of Work (SOW) and agreed upon outcomes or deliverables will require a request for modification and prior approval from the Grant Officer.

8. Return of Funds

DOL/ETA does not accept paper checks for any type of returned funds. For active grants, all returns of funds are to be submitted electronically through the PMS operated by the U.S. Department of Health and Human Services (HHS) via the same method as a drawdown. For grants that have been cancelled or are expired (typically older than five years), incoming payments, including returns and recoveries to DOL, must be made via the Pay.gov website (<https://www.pay.gov/public/form/start/177233981>).

If there are questions regarding the return of funds or your organization no longer has access to PMS, contact the DOL, ETA, Office of Financial Administration via email at: ETA-ARteam@dol.gov for further assistance.

9. Evaluation, Data, and Implementation

As the grant award recipient, the grantee must cooperate during the implementation of a third-party evaluation. This means providing DOL or its authorized contractor with the

appropriate data and access to program operating personnel and participants in a timely manner.

a. Budget Flexibility

Federal recipients are not permitted to make transfers that would cause any funds to be used for purposes other than those consistent with this Federal program. Any budget changes that impact the SOW and agreed upon outcomes or deliverables require a request for modification and approval from the Grant Officer.

As directed in 2 CFR 200.308(e), for programs where the Federal share is over the Simplified Acquisition Threshold (SAT) (currently \$250,000), the transfer of funds among direct cost categories or programs, functions, and activities is restricted such that if the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget as last approved by the Federal awarding agency, the recipient must receive prior approval from the Grant Officer. Any changes within a specific cost category on the SF424(a) do not require a grant modification unless the change results in a cumulative transfer among direct cost categories exceeding 10% of total budget. It is recommended that the assigned FPO review any within-line changes to the grant award recipient's budget prior to implementation to ensure they do not require a modification.

For programs where the Federal share of the project is below the SAT of \$250,000, recipients are not required to obtain the Grant Officer's approval when transferring funds among direct cost categories.

b. Consultants

For the purposes of this grant award, the ETA's Grant Officer has determined that fees paid to a consultant who provides services under a program shall be limited to \$750.00 a day (representing an eight-hour workday). Such costs must be reasonable, allocable and allowable to the program. Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

c. Non-Federal Share (Match or Cost Share)

This grant award does not include a match requirement.

d. Travel

This award waives the prior approval requirement for domestic travel as contained in 2 CFR 200.475. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable and conform to the non-Federal entities written policies and procedures. All travel must also comply with Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

e. Travel – Foreign

Foreign travel is not allowable except with prior written approval from the Grant Officer through the process described in 2 CFR 200.407 and 2 CFR 2900.16. All travel, both domestic and Grant Officer approved foreign travel, must comply with the Fly America Act (49 USC 40118), which states in part that any air transportation, regardless of price, must be performed by, or under a code-sharing arrangement with, a U.S. Flag air carrier if service provided by such carrier is available.

f. Travel – Mileage Reimbursement Rates

Pursuant to 2 CFR 200.475(a), all award recipients must have policies and procedures in place related to travel costs; however, for reimbursement on a mileage basis, this Federal grant award cannot be charged more than the maximum allowable mileage reimbursement rates for Federal employees. Mileage rates must be checked annually at www.gsa.gov/mileage to ensure compliance.

10. Administrative Requirements

a. Audits

Organization-wide or program-specific audits must be performed in accordance with Subpart F, the Audit Requirements of the Uniform Guidance. DOL awards recipients that expend \$750,000 or more in a year from any Federal awards must have an audit conducted for that year in accordance with the requirements contained in 2 CFR 200.501. OMB's approved exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients or subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Those audits must be submitted directly to USDOL-OGM, Attention: Audit Resolution Team.

b. Revisions to the Uniform Guidance

The Office of Management and Budget issued revisions to 2 CFR, 25, 170, 183, and 200 (the Uniform Guidance) on August 13, 2020. These revisions became effective November 12, 2020, except for the amendments to §§ 200.216 and 200.340, which were immediately effective on August 13, 2020. The grant award recipient must operate in compliance with these revised regulations. Please note that the section numbering in the Uniform Guidance has changed in some instances, and this Terms & Conditions document has been updated accordingly.

c. Changes in Micro-purchase and Simplified Acquisition Thresholds

OMB's memorandum M-18-18, issued on June 20, 2018, increased the threshold for micro-purchases under Federal financial assistance awards from \$3,500 to \$10,000 and the threshold for simplified acquisitions under Federal financial assistance awards from \$100,000 to \$250,000. These two threshold increases were effective for all of ETA's grant recipients as of October 1, 2018. All ETA grant recipients should carefully review the above-referenced memorandum and make any necessary updates to their financial

and administrative policies, procedures, and systems as a result of these threshold increases.

d. Closeout/Final Year Requirements

At the end of the grant period, the award recipient will be required to close the grant with the ETA. The grant recipient will be notified approximately 15 days prior to the end of the period of performance that the closeout process will begin when the period of performance ends. See <https://www.dol.gov/agencies/eta/grants/management/closeout> for further information on the closeout process. The recipient's responsibilities at closeout may be found at 2 CFR 200.344. During the closeout process, the grant recipient must be able to provide documentation for all direct and indirect costs that are incurred. For instance, if an organization is claiming indirect costs, the required documentation is a NICRA or CAP issued by the grantee's FCA. For those approved to utilize a de minimis rate for indirect costs, the grant agreement is sufficient documentation. Not having documentation for direct or indirect costs will result in costs being disallowed and subject to debt collection.

The only liquidation that can occur during closeout is the liquidation of accrued expenditures (NOT obligations) for goods and/or services received during the grant period (2 CFR 2900.15).

e. Open Licensing

As required at 2 CFR 2900.13, any intellectual property developed under a discretionary Federal award process must be licensed under an open license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and attribute the work in the manner specified by the recipient.

f. Equipment

The grant award recipient(s) must receive **prior approval** from the Grant Officer to purchase any equipment as defined in the Uniform Guidance at 2 CFR 200.1. Prior approval is required only when the acquisition cost is \$5,000 or more regardless of the non-Federal entity's capitalization threshold. Equipment purchases must be made in accordance with 2 CFR 200.313 or 2 CFR 200.439.

Being awarded this grant **does not** automatically mean that the equipment specified in the approved budget or SOW is approved by the Grant Officer. If not specified above, the recipient must submit a detailed list describing the purchase to the FPO for review within 90 days of the NOA date. The recipients are strongly encouraged to submit requests for equipment purchase as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Recipients may not purchase equipment during the last year of the period of performance or the last year of full program service delivery (not follow up activities), whichever comes first. If any approved acquisition has not occurred prior to the last funded year of performance, approval for that item is rescinded.

g. Federal Funding Accountability and Transparency Act (FFATA)

1. Reporting of first-tier subawards.
 - I. *Applicability.* Unless the grant award recipient is exempt as provided in paragraph [4.] of this award term, the grantee must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph [5.] of this award term).
 - II. *Where and when to report.*
 - I. The grant award recipient must report each obligating action described in paragraph [1.i.] of this award term to <https://www.fsrc.gov>.
 - II. For subaward information, the grantee must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
 - III. *What to report.* The grant award recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsrc.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
 - I. *Applicability and what to report.* The grant award recipient must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if—
 - I. the total Federal funding authorized to date under this award is \$25,000 or more;
 - II. in the preceding fiscal year, the grantee received—
 - (A) 80% or more of the annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - III. The public does not have access to information on the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission (SEC) total compensation filings at <https://www.sec.gov/answers/excomp.htm>.)
 - II. *Where and when to report.* The grant award recipient must report executive total compensation described in paragraph [2.a.] of this award term:
 - a. As part of your registration profile at <http://www.sam.gov>.
 - b. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- I. *Applicability and what to report.* Unless the grantee is exempt as provided in paragraph [4.] of this award term, for each first-tier subrecipient under this award, the grant award recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- I. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - II. The public does not have access to information on the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the SEC total compensation filings at <https://www.sec.gov/answers/execomp.htm>.)
- II. *Where and when to report.* The grant award recipient must report subrecipient executive total compensation described in paragraph [3.a] of this award term:
- I. To the recipient.
 - II. By the end of the month following the month during which the grantee make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the grantee must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions.

If, in the previous tax year, the grant award recipient had gross income, from all sources, under \$300,000, the grantee is exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions.

For purposes of this award term:

- a. *Entity* means all of the following, as defined in 2 CFR part 25:
 - I. A Governmental organization, which is a State, local government, or Indian tribe;
 - II. A foreign public entity;
 - III. A domestic or foreign nonprofit organization;
 - IV. A domestic or foreign for-profit organization;
 - V. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

- b. *Executive* means officers, managing partners, or any other employees in management positions.
- c. *Subaward*:
 - I. This term is used as a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grantee received this award and that the grantee as the recipient award to an eligible subrecipient.
 - II. The term does not include the grant award recipient procurement of property and services needed to carry out the project or program (for further explanation, see [2 CFR 200.330]).
 - III. A subaward may be provided through any legal agreement, including an agreement that the grantee or a subrecipient considers a contract.
- d. *Subrecipient* means an entity that:
 - I. Receives a subaward from the grant award recipient under this award; and
 - II. Is accountable to the grantee for the use of the Federal funds provided by the subaward.
- e. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - I. *Salary and bonus.*
 - II. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - III. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - IV. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
 - V. *Above-market earnings on deferred compensation which is not tax-qualified.*
 - VI. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

h. Personally Identifiable Information

The grant award recipient(s) must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Award recipients must meet the requirements in TEGL No. 39-11, Guidance on the Handling and Protection of PII, can be found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.

i. Pre-Award

All costs incurred by the award recipient prior to the start date specified in the grant award issued by the Department are *incurred at the recipient's own expense*.

j. Procurement

The Uniform Guidance Procurement Standards at 2 CFR 200.318-327 require all grant award recipients and subrecipients to conduct procurement transactions in a manner that promote practical, open, and free competition. The award recipient's description in the SOW of a specific entity that will provide goods or services does not constitute approval or justification of sole-source procurement from this entity.

The Uniform Guidance (at 2 CFR 200.317) requires States (as defined at 2 CFR 200.1) to follow the same procurement policies and procedures it uses for non-Federal funds. The State must comply with 2 CFR 200.323, Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by Section 200.327, Contract Provisions.

k. Program Income

The Addition method as described in 2 CFR 200.307 must be used in allocating any program income generated for this grant award. The grant award recipient must expend all program income prior to drawing down any additional funds as required at 2 CFR 200.305(b)(5) and 2 CFR 200.307(e). Any program income found remaining at the end of period of performance must be returned to ETA. In addition, the grant award recipient(s) must report program income on the quarterly financial report using ETA-9130 form.

l. Recipient Integrity and Performance Matters

1. If the total value of the currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the grant award recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in Paragraph 2 of this award term and condition. This is a statutory requirement under Section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by Section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. Proceedings about which the grant recipient must report. Submit the information required about each proceeding that:
 - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 - b. Reached its final disposition during the most recent 5-year period; and

- c. Is one of the following:
- I. A criminal proceeding that resulted in a conviction, as defined in Paragraph 5. of this award term;
 - II. A civil proceeding that resulted in a finding of fault and liability and paying a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - III. An administrative proceeding, as defined in Paragraph 5. of this award term, that resulted in a finding of fault and liability and grantee payment of either monetary fine or penalty of \$5,000 or more or a reimbursement, restitution, or damages in excess of \$100,000; or
 - IV. Any other criminal, civil, or administrative proceeding if:
 - (A) It could have led to an outcome described in Paragraph 2.c.I, II, or III of this award term;
 - (B) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the grantee's part; and
 - (C) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting procedures. Enter in SAM, Entity Management area (formerly CCR), or any successor system, the FAPIIS information that SAM requires about each proceeding described in Paragraph 2. of this award term. The grant award recipient does not need to submit the information a second time under assistance awards that were received if the recipient already provided the information through SAM (formerly CCR) because the recipient was required to do so under Federal procurement contracts that the recipient was awarded.
4. Reporting frequency. During any period of time when the grant award recipient is a subject to the requirement in paragraph 1. of this award term, the grantee must report FAPIIS information through SAM no less frequently than semiannually following the initial report of any proceedings for the most recent 5-year period, either to report new information about any proceeding(s) that the grantee has not reported previously or affirm that there is no new information to report.
5. Definitions. For purposes of this award term:
- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., SEC Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level. It does not include audits, site visits, corrective plans, or inspection of deliverables.
 - b. Conviction, for purposes of this award term, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
 - c. Total value of currently active grants, cooperative agreements, and procurement contracts includes —

- I. Only the Federal share of the funding under any award with a recipient cost share or match; and
- II. The value of all options, even if not yet exercised.

m. Reports

All ETA grant award recipients are required to submit quarterly financial and narrative progress reports for each grant award.

- a. **Quarterly Financial Reports.** All ETA grant award recipients are required to report quarterly financial data on the ETA-9130 Form. ETA-9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31. A final financial report must be submitted no later than 45 calendar days after the quarter ends and the closeout 9130 report must be submitted no later than 90 calendar days after the grant period of performance ends. A closeout report will be submitted during the closeout process. For additional guidance on ETA's financial reporting, reference TEGl 20-19 and https://www.doleta.gov/grants/pdf/ETA-9130_Financial_Reporting_Resources.pdf

The instructions for accessing both the online financial reporting system and the HHS PMS can be found in the transmittal memo accompanying this NOA.

- b. **Quarterly Narrative Progress Reports.** Grant recipients are required to submit a narrative quarterly and final report on grant activities funded under this award. All reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are March 31, June 30, September 30, and December 31.
 1. The last quarterly progress report that award recipients submit will serve as the grant's Final Performance Report. This report should provide both *quarterly and cumulative* information on the grant's activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
 2. The grant award recipient shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.
 3. The grant award recipient shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

n. Requirements for Conference and Conference Space

Conferences sponsored in whole or in part by the grant award recipient are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award. The grant award recipients are urged to use discretion and good judgment to

ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and the allowability of costs associated with conferences, refer to 2 CFR 200.432. Recipients will be held accountable to the requirements in 2 CFR 200.432. Therefore, costs that do not comply with 2 CFR 200.432 will be questioned and may be disallowed.

o. Subawards

A *subaward* means an award provided by a *Pass-Through Entity* (PTE) to a subrecipient for the subrecipient to carry out part of a Federal award received by the PTE. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the PTE considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The recipient is responsible for monitoring the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient complies with all applicable regulations and the Terms and Conditions of this award (2 CFR 200.101(b)).

p. Supportive Services & Participant Support Costs

When supportive services are expressly authorized by a program statute, regulation, or FOA, this award waives the prior approval requirement for participant support costs as described in 2 CFR 200.456. Costs must still meet the basic considerations at 2 CFR 200.402 – 200.411. Questions regarding supportive services and participant support costs should be directed to the FPO who is assigned to the grant.

q. System for Award Management (SAM)

SAM is the official federal system that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of contract awards, grants, and electronic payment processes. A SAM registration is required for an entity to be able to apply for federal grants, to request modifications to existing grants, and to enable them to closeout expiring grants. See Training and Employment Notice 18-17 for additional guidance.

Unless the grant award recipient is exempt from this requirement under 2 CFR 25.110, the grantee must maintain the currency of its information in the SAM until the grantee submits the final financial report required under this grant award or receive the final payment, whichever is later. This requires that the grantee review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

1. Unique Entity Identifier Requirements

If the grant award recipient is authorized to make subawards under this award, then the grantee:

- i. Must notify potential subrecipients that no entity (see definitions below) may receive a subaward from the grant award recipient unless the entity has provided its unique entity identifier to the grantee.
- ii. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the grantee.

NOTE: At some point, the DUNS Number will be replaced by a new, non-proprietary identifier requested in and assigned by SAM.gov. This new identifier is being called the Unique Entity Identifier (UEI), or the Entity ID. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit gsa.gov/entityid.

2. Definitions

For purposes of this award term:

- i. SAM is the Federal repository where the grant award recipients register to do business with the U.S. Government. Additional information about registration procedures may be found at the SAM website (<http://www.sam.gov>).
- ii. *Unique entity identifier* means the code that is unique to a registered entity in order to complete its registration on SAM.
- iii. *Entity*, as it is used in this grant award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- iv. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the grant award recipient received this award and that the grantee as the recipient award to an eligible subrecipient.
 - b. The term does not include the grantee procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that the grant award recipient considers a contract.
- v. *Subrecipient* means an entity that:
 - a. Receives a subaward from the grantee under this grant award; and
 - b. Is accountable to the grantee for the use of the Federal funds provided by the subaward.

3. Existing SAM Registrants

ETA advises grant recipients registered in SAM to review their registration information, particularly their financial information and points of contact. Assistance is available by

contacting the Federal Service Desk at www.fsd.gov. Grant recipients should contact ETA at ETAAccountingGrants@dol.gov if they find that payments have been paid to a bank account other than their registered bank account.

ETA further encourages grant recipients to review the expiration date of their SAM registration and begin the renewal process well in advance, to ensure that their registration remains valid. If the grant recipient has not logged in and updated its entity registration record within at least the past 365 days, its record will expire and go into inactive status. Timely renewal will ensure that the grant recipient can continue to request and receive modifications to their existing grants, as well as apply for new funding opportunities. Further, the DUNS and EIN numbers must remain active until the grant award closeout process is fully completed.

4. Validation

ETA routinely checks the validity of a grant recipient's SAM registration and verifies that the recipient isn't included on the excluded parties list before making a grant award, or approving a modification to an existing award. Failure to have an active SAM registration can delay grant recipients from receiving their initial award or requested modifications to their existing awards.

r. Vendor/Contractor

The term "contractor," sometimes referred to as a vendor, is a dealer, distributor, merchant or other seller providing goods or services that are required to implement a Federal program (see 2 CFR 200.1). These goods or services may be for an organization's own use or for the use of the beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a contractor (vendor) is provided in 2 CFR 200.330. When procuring contractors for goods and services, DOL/ETA recipients and subrecipients must follow the procurement requirements found at 2 CFR 200.319, which calls for free and open competition.

s. Whistleblower Protection

This grant award and employees working on this grant award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The grant award recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 CFR 3.908; note that for the purpose of this term and condition, use of the term "contract," "contractor," "subcontract," or "subcontractor" in section 3.908 should be read as "grant," "grantee," "subgrant," or "subgrantee"). The recipient shall insert the substance of this clause in all subgrants and contracts over the Simplified Acquisition Threshold.

t. Telecommunications

Title 2 CFR §200.216 Prohibition on certain telecommunications and video surveillance services or equipment. (Effective August 13, 2020)

(a) Recipients and subrecipients are prohibited from knowingly obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also §200.471.

u. Intellectual Property Rights

The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.

Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.

If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.

The following language must be on all workforce products developed in whole or in part with grant funds:

“This workforce product was funded by a grant awarded by the U.S. Department of Labor (DOL)’s Employment and Training Administration (ETA). The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it.”

v. Intellectual Property Rights and the Bayh-Dole Act

All small business firms, and non-profit organizations (as defined at the link below, and including Institutions of Higher Education) must adhere to the Bayh-Dole Act, which requirements are provided at 37 CFR 401.3(a) and at <https://doleta.gov/grants/pdf/BayhDoleGrantTerm.pdf>. To summarize, these requirements describe the ownership of intellectual property rights and the government’s nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant award. These requirements are in addition to those found in the Intellectual Property Rights term above.

11. Program Requirements

The Funding Opportunity Announcement contains the program requirements for this award.

12. Federal Appropriations Requirements

a. Participant Minimum Age

Pursuant to P.L. 116-260, Division H, Title I, Section 104, funds made available under section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (29 U.S.C. 3224a) must only be used for training individuals and for the related activities necessary to support such training. This training must be in the occupations and industries for which employers are using H-1B visas to hire foreign workers, and it must be provided only to individuals who are older than 16 years of age and who are not currently enrolled in a school within a local educational agency.

b. Prohibition on Contracting with Corporations with Felony Criminal Convictions

The recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any

corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

c. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

The grant award recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

d. Prohibition on Providing Federal Funds to Association of Community Organizations for Reform Now (ACORN)

Pursuant to P.L. 116-260, Division H, Title V, Section 521, these funds may not be provided to the ACORN, or any of its affiliates, subsidiaries, allied organizations or successors.

e. Reporting of Waste, Fraud and Abuse

No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

f. Publicity

The grant award recipient is not authorized to use any funds provided under this grant award for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. In addition, the grantee is not authorized to use grant funds to pay the salary or expenses of any recipient or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislative body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

13. Public Policy

a. Architectural Barriers

The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

b. Drug-Free Workplace

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all award recipients receiving grants from any Federal agency maintain a drug-free workplace. The award 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.

c. Executive Orders

12928: Pursuant to Executive Order (EO) 12928, the grant award recipient is strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to EO 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the grant award recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, pages 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The grant award recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to EO 13513, Federal Leadership On Reducing Text Messaging While

Driving, dated October 1, 2009, the grant award recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or government-owned vehicles (GOV), or while driving privately-owned vehicles (POV) when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

13788: Pursuant to EO 13788, by drawing down funds, the grant award recipient agrees to comply with Sections 8301 through 8303 of Title 41, U. S. Code (commonly known as the Buy American Act). Additionally, no funds may be made available to any person or entity that has been convicted of violating the Buy American Act.

For the purposes of this award, the Buy American Act requires the recipient to use, with limited exceptions, only 1) unmanufactured items that have been mined or produced in the United States; and 2) manufactured items that have been manufactured in the United States substantially all from articles, materials, or supplies that were mined, produced, or manufactured in the United States.

These requirements do not apply to 1) items for use outside of the United States, 2) items that are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and 3) manufactured items procured under any contract with an award value that is equal to or less than the micro-purchase threshold (currently \$10,000). In order to claim an exception to these requirements under 1 or 2 above, the grant award recipient must get prior approval from the Grant Officer. Prior approval is not needed for purchases under the micro-purchase threshold.

13798: As clarified by EO 13798, Promoting Free Speech and Religious Liberty, dated May 4, 2017, established a policy of promoting religious liberty and directed the Attorney General to provide guidance to DOL/ETA on the requirements of religious liberty laws, including how those laws apply to federal award of grants. On January 16, 2020, OMB issued M-20-09 which provided guidance to DOL/ETA on the application of E.O. 13798 to the administration of federal grant awards. M-20-09 requires DOL/ETA to publish a policy within 120 days (which was extended until June 16, 2020) on the administration of federal awards of grant in compliance with E.O.13798. In accordance with OMB's M-20-09 this federal assistance memorandum establishes policies regarding the administration of federal grant awards in compliance with E.O. 13798. This memorandum represents official communication to all DOL/ETA personnel managing federal grant programs, as well as to grant award applicants and recipients. To ensure compliance with 2CFR 200.300, DOL/ETA is responsible for managing its grant awarding programs in full accordance with U.S. statutory and public policy requirements, including those prohibiting discrimination. DOL/ETA encourages religious organizations to compete for all federal grant award opportunities, according to standard eligibility requirements set forth in DOL/ETA's Grant Terms and Conditions Library. When grant award applicants or recipients register in SAM, they certify compliance with all relevant provisions of Federal laws, executive orders, regulations,

and public policies governing federal assistance awards.

13864: Pursuant to EO 13864, Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities, institutions of higher education should be accountable both for student outcomes and for student life on campus. Grant recipients must ensure that institutions that receive Federal research or education grants promote free inquiry, including through compliance with all applicable Federal laws, regulations, and policies.

13891: Pursuant to EO 13891, Promoting Regulatory Openness through Good Guidance (PRO Good Guidance), dated October 9, 2019, established the DOL/ETA's policy and requirements for fairer procedures for the issuance and use of regulatory guidance for grants. In accordance with this order, DOL/ETA will use guidance for grants appropriately, transparently, and in a manner that is accessible to the grant award recipients. DOL/ETA will accomplish this by issuing, modifying, withdrawing, and using regulatory guidance for grants involving impacts greater than \$100 million; making guidance for grants available to the grant recipients in a searchable database at www.dol.gov/guidance; allowing the grant award recipient to petition DOL/ETA on issues related to its guidance for grants; and limiting the DOL/ETA's use of guidance for grants to avoid potentially unfair conduct. DOL/ETA will use the guidance for grants lawfully and appropriately, and it will give the grant award recipients fairer notice of and improved access to all regulatory guidance for grants. **In addition to these improved transparency requirements, DOL/ETA expects grant recipients to adhere to all grant directives contained in guidance documents such as Unemployment Insurance Program Letters (UIPLs) and TEGs, as specified in the Order of Precedence.**

13933: Pursuant to EO 13933, grant funds may not be expended on public spaces from State and local governments that have failed to protect public monuments, memorials, and statues from destruction or vandalism. Furthermore, grant funds may not be expended on State and local law enforcement agencies that have failed to protect public monuments, memorials, and statues from destruction or vandalism.

Presidential Memorandum dated September 2, 2020 on Reviewing Funding to State and Local Government Recipients that are Permitting Anarchy, Violence, and Destruction of American Cities. Pursuant to this Presidential Memorandum, the Attorney General, in consultation with the Secretary of Homeland Security and the Director of OMB, shall publish on the Department of Justice website a list identifying State and local jurisdictions that have permitted violence and the destruction of property to persist and have refused to undertake reasonable measures to counteract these criminal activities (anarchist jurisdictions). The grant recipient may not direct grant funds toward any jurisdictions that have been identified as anarchist jurisdictions.

General Terms and Conditions

By accepting this agreement the recipient and its executives, as defined in 2 CFR § 170.315, certify that the recipient's policies are in accordance with the Office of

Management and Budget’s guidance located at 2 CFR part 200, all applicable Federal laws, and relevant Executive guidance, especially:

- President’s September 2, 2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities;
- Executive Order on Protecting American Monuments, Memorials, and Statues and Combating Recent Criminal Violence (E.O. 13933); and
- Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations (2 CFR), as updated in the Federal Register’s 85 FR 49506 on August 13, 2020, particularly on:
 - Prohibiting the purchase of certain telecommunication and video surveillance services or equipment in alignment with section 889 of the National Defense Authorization Act of 2019 (Pub. L. No. 115—232) (2 CFR part 200.216),
 - Promoting the freedom of speech and religious liberty in alignment with Promoting Free Speech and Religious Liberty (E.O. 13798) and Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities (E.O. 13864) (§§ 200.300, 200.303, 200.339, and 200.341),
 - Providing a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States (2 CFR part 200.322), and
 - Terminating agreements in whole or in part to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities (2 CFR part 200.340).

d. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

e. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, the recipient must ensure that all space for conferences, and, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <https://apps.usfa.fema.gov/hotel/> to see if a property is in compliance, or to find other information about the Act.

f. Prohibition on Trafficking in Persons

1. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity.*

I. The grantee as the recipient, the grantee's employees, subrecipients under this award, and subrecipients' employees may not—

(A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect;

(B). Procure a commercial sex act during the period of time that the award is in effect; or

(C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this grant award, without penalty, if the grantee or a subrecipient that is a private entity —

(A). Is determined to have violated a prohibition in paragraph a.1 of this award term; or

(B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—

i. Associated with performance under this award; or

ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

b. *Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this grant award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.1 of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this grant award term through conduct that is either—

(A). Associated with performance under this award; or

(B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

c. *Provisions applicable to any recipient.*

I. The grant award recipient must inform DOL/ETA immediately of any information the grantee receive from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.

II. DOL/ETA right to terminate unilaterally that is described in paragraph a.2 or b of this section:

(A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

(B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.

III. The grant award recipient must include the requirements of paragraph a.1 of this grant award term in any subaward the grantee make to a private entity.

d. *Definitions.* For purposes of this award term:

I. “Employee” means either:

(A). An individual employed by the grant award recipient or a subrecipient who is engaged in the performance of the project or program under this award; or

(B). Another person engaged in the performance of the project or program under this grant award and not compensated by the grantee including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

II. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

III. “Private entity”:

(A). Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

(B). Includes:

i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

ii. A for-profit organization.

IV. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

g. Veterans’ Priority Provisions

The Jobs for Veterans Act (Public Law 107-288) requires grant award recipients to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL. The regulations implementing this priority of service can be found at 20 CFR Part 1010. In circumstances where a grant award recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant award recipient give the veteran or eligible spouse priority of service by first providing

him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with the DOL guidance on veterans' priority. ETA's TEGL No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816.

14. Technical Assistance, Resources, and Information

Additional resources, training, and information to assist the grant award recipient are located on the ETA website at <https://www.dol.gov/agencies/eta/grants/resources> and on the Grants Application and Management collection page on WorkforceGPS.org at <https://grantsapplicationandmanagement.workforcegps.org/>. **SMART** training is a technical assistance initiative sponsored by DOL-ETA to assist its grant recipients and subrecipients in improving its program/project operations through effective grants management. Please take some time to review the training modules which are focused on:

Strategies for sound grant management that include:

Monitoring,

Accountability,

Risk mitigation and

Transparency.

These four themes are woven throughout the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, also known as the Uniform Guidance (2 CFR Part 200 and 2 CFR Part 2900). The 508-compliant PowerPoints of the modules may be found on WorkforceGPS.org at the [Resource](#) page.

15. Attachments

[Attachment A: SF-424](#)

[Attachment B: SF-424A](#)

[Attachment C: Budget Narrative](#)

[Attachment D: Statement of Work](#)

Attachment A: SF-424

Application for Federal Assistance SF-424

* 1. Type of Submission:

- Preapplication
 Application
 Changed/Corrected Application

* 2. Type of Application:

- New
 Continuation
 Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:

Street2:

* City:

County/Parish:

* State:

Province:

* Country:

* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

Title:

Organizational Affiliation:

* Telephone Number:

Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Employment and Training Administration

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

FOA-ETA-20-13

* Title:

H-1B One Workforce Grant Program

13. Competition Identification Number:

FOA-ETA-20-13

Title:

H-1B One Workforce Grant Program

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Technology Employment in Colorado Partnership (TEC-P) 2.0

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="7,383,999.17"/>	<i>Laddie Somorin</i>
* b. Applicant	<input type="text" value="0.00"/>	
* c. State	<input type="text" value="0.00"/>	
* d. Local	<input type="text" value="0.00"/>	
* e. Other	<input type="text" value="0.00"/>	
* f. Program Income	<input type="text" value="0.00"/>	
* g. TOTAL	<input type="text" value="7,383,999.17"/>	<i>Laddie Somorin</i>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

 ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Attachment B: SF-424A

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. H-1B ONE WORKFORCE GRANT PROGRAM		\$	\$	\$ 7,383,999.17	\$	\$ 7,383,999.17 \$7,383,999.00 <i>Spencer Peggler</i>
2.						
3.						
4.						<i>Spencer Peggler</i> \$7,383,999.00
5. Totals		\$	\$	\$ 7,383,999.17	\$	\$ 7,383,999.17

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	H-1B ONE WORKFORCE GRANT PROGRAM	N/A	N/A	N/A	
a. Personnel	\$ 315,000.00	\$ 320,250.00	\$ 325,657.50	\$ 331,227.23	\$ 1,292,134.73
b. Fringe Benefits	97,650.00	99,277.50	100,953.83	102,680.44	400,561.77
c. Travel	500.00	500.00	500.00	500.00	2,000.00
d. Equipment	0.00	0.00	0.00	0.00	0.00
e. Supplies	1,500.00	1,500.00	1,500.00	1,500.00	6,000.00
f. Contractual	1,331,953.57	1,405,387.71	1,407,665.59	1,348,226.15	5,493,233.02
g. Construction					
h. Other	0.00	0.00	0.00	0.00	0.00
i. Total Direct Charges (sum of 6a-6h)	1,746,603.57	1,826,915.21	1,836,276.92	1,784,133.82	\$ 7,193,929.52
j. Indirect Charges	46,465.00	47,152.75	47,861.13	48,590.77	\$ 190,069.65
k. TOTALS (sum of 6i and 6j)	\$ 1,793,068.57	\$ 1,874,067.96	\$ 1,884,138.05	\$ 1,832,724.59	\$ 7,383,999.17 \$7,383,999.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	H-1B ONE WORKFORCE GRANT PROGRAM	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.					
10.					
11.					
12. TOTAL (sum of lines 8-11)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 1,793,068.56	\$ 448,267.14	\$ 448,267.14	\$ 448,267.14	\$ 448,267.14
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 1,793,068.56	\$ 448,267.14	\$ 448,267.14	\$ 448,267.14	\$ 448,267.14

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. H-1B ONE WORKFORCE GRANT PROGRAM	\$ 1,874,067.96	\$ 1,884,138.05	\$ 1,832,724.58	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 1,874,067.96	\$ 1,884,138.05	\$ 1,832,724.58	\$

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges: \$7,193,929.52	22. Indirect Charges: \$190,069.65
23. Remarks:	

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Attachment C: Budget Narrative

TEC-P 2.0 Budget and Budget Narrative***Four-Year Budget Summary:***

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	315,000.00	320,250.00	325,657.50	331,227.23	1,292,134.73
FRINGE BENEFITS	97,650.00	99,277.50	100,953.83	102,680.44	400,561.77
TRAVEL	500.00	500.00	500.00	500.00	2,000.00
EQUIPMENT	-	-	-	-	-
SUPPLIES	1,500.00	1,500.00	1,500.00	1,500.00	6,000.00
CONTRACTUAL	1,331,953.57	1,405,387.71	1,407,665.59	1,348,226.15	5,493,233.02
CONSTRUCTION	-	-	-	-	-
OTHER	-	-	-	-	-
TOTAL DIRECT	1,746,603.57	1,826,915.21	1,836,276.92	1,784,133.82	7,193,929.52
INDIRECT	46,465.00	47,152.75	47,861.13	48,590.77	190,069.65
TOTAL	1,793,068.57	1,874,067.96	1,884,138.05	1,832,724.58	7,383,999.17

Four-Year Budget Detail:**A. Personnel. Total: \$1,292,134.73**

Year 1: \$315,000.00 Year 2: \$320,250.00 Year 3: \$325,657.50 Year 4: \$331,227.23

- TEC-P 2.0 Project Manager** To be hired, (1 FTE x \$95,344.50/year = \$95,344.50), will be responsible for overall project management. The project manager will oversee all aspects of the program and will manage the contract service providers, coordinate with CUWA facilitator on sector development/expansion, career pathway development convenings; develop and manage project plans to achieve deliverables for program activities; identifying project barriers/constraints/risks and providing recommendations to mitigate; operating project communication plan; facilitating improvement efforts; and managing key TEC-P 2.0 work plan and outcomes, including quarterly reporting. The TEC-P 2.0 Project Manager will devote 100% of their time to the program and it will be fully funded through the TEC-P 2.0 grant.
- Project Administrator** To be hired, (1 FTE x \$79,655.50/year = \$79,655.50), supports the project manager in overseeing all grant specifications are met, serving as the primary

contact for local workforce areas, supporting and facilitating implementation across all grant partners. Coordinates marketing efforts for employers and participants, including outreach approach and materials. Provide administrative support for project advisory meetings, facilitate career pathway development convenings and sub-committee meetings, and operationalize all processes and procedures across partners. They will devote 100% of their time toward the project, and will be fully funded through the TEC-P 2.0 grant.

3. **Contracts Manager:** Lisa Valdez, (.3 FTE x \$131,928/year = \$39,578.41) will ensure that signed contracts are in place and updated throughout the grant period of performance. This includes the development and negotiations for all related contracts as well as modifications and amendments throughout. The contracts manager will devote 30% of their time toward the project and 30% of the position will be funded through the TEC-P 2.0 grant.
4. **Quality Assurance Manager:** Todd Nielsen, (.15075 FTE x \$132,670.89/year=\$20,000) will ensure the timely and accurate fiscal reporting and procurement management of the TEC-P 2.0 project. They will provide fiscal oversight and reporting, including management of procurement processes in alignment with the city, state and federal required procurement procedures for DOL-funded grants. The Quality Assurance Manager will devote 15 percent of their time toward the project, and 15 percent of the position will be funded through the TEC-P 2.0 grant.
5. **Fiscal Administrator: Fanta Harkiso**, (.5 FTE x \$116,247.25/year=\$58,123.62) will ensure that all invoices are received and processed in accordance with the fiscal rules and regulations of the grant. Will be responsible for monthly, quarterly, yearly and final financial reporting. Will work directly with contractors and local area fiscal representatives to provide support and technical assistance. The Fiscal Administrator will devote 50% of their time toward the project and 50% of the position will be funded through the TEC-P 2.0 grant.
6. **DEDO other personnel (Monitoring): Dan Fechter**, (.21165 FTE \$105,355.48/year = \$22,297.97) will act as the monitor for all grant activities. Will also lead any and all required federal audits. Will provide continual feedback to Program Manager and Program Administrator to address issues discovered during regular monitoring cycles.

B. Fringe Benefits. Total: \$400,561.77

Year 1: \$97,650.00 Year 2: \$99,277.50 Year 3: \$100,953.83 Year 4: \$102,680.44

Fringe Benefits are calculated at 31% for personnel base salary. These benefits include 7.3% for retirement, 7.65% for FICA and 16.05% for health, dental, disability and life insurance.

C. Travel. Total: \$2,000.00

Year 1: \$500.00 Year 2: \$500.00 Year 3: \$500.00 Year 4: \$500.00

Travel costs include mileage costs (\$.575 per mile x 36.232 miles per month x 12 months x 2 staff members) for the program manager and program administrator for meeting with all partner organizations across the state.

D. Equipment. \$0.00

E. Supplies. Total: \$6,000.00

Year 1: \$1,500.00 Year 2: \$1,500.00 Year 3: \$1,500.00 Year 4: \$1,500.00

The TEC-P 2.0 supply costs include office supplies and other supplies needed for direct participants services, and the total supply costs listed above include an allocation for each contractor who will be providing direct service (see contractor sub-budgets below).

Breakdown as follows:

Office supplies (paper, pens, mouse pads, accessories, etc.): \$750 per year.

Printable media - (flyers, marketing, etc.): \$750 per year.

F. Contractual Services. Total: \$5,493,233.02

1. CUWA. Total: \$123,789.25

Year 1: \$28,689.28 Year 2: \$32,796.52 Year 3: \$30,638.40 Year 4: \$31,664.96

CUWA will act as the third-party convener for sector and career pathway development and will leverage existing systems and relationships from current and previous initiatives to increase the impact and efficacy of TEC-P.

2. Consultant. Total: \$80,000

Year 1: \$20,000.00 Year 2: \$20,000.00 Year 3: \$20,000.00 Year 4: \$20,000.00

The consultant shall provide technical and professional services that will include implementation and continuous subject matter expert support. Additional support will include supporting the convening of TEC-P 2.0 partners to align on proposal deliverables, supporting the development and outlining the internal infrastructure for supporting the grant, supporting local monitoring audit efforts and any required DOL audits and supporting grant close-out activities as required.

3. Database Customization. Total: \$80,000

Year 1: \$20,000.00 Year 2: \$20,000.00 Year 3: \$20,000.00 Year 4: \$20,000.00

TEC-P 2.0 will contract with an external marketing and web site development firm to develop the TEC-P 2.0 website, branding and outreach approach and outreach materials. The costs reflect the initial design and development as well as ongoing website maintenance and updates as the program grows.

4. Regional Workforce Development Boards: \$5,209,443.77

The regional WDBs directly serve participants, partner with employers, and education providers to achieve program goals and objectives. Each of the regional WDBs will receive funding based on per-participant costs including workforce center personnel and administrative costs. These costs are summarized below and the contractor sub-budgets are included at the conclusion of the budget narrative.

- **Adams: \$555,000.79**
Year 1: \$138,750.20 Year 2: \$138,750.20 Year 3: \$138,750.20 Year 4: \$138,750.20
Serving 75 participants
- **Arapahoe Douglas Works! Total: \$910,013.60**
Year 1: \$227,503.40 Year 2: \$227,503.40 Year 3: \$227,503.40 Year 4: \$227,503.40
Serving: 132 participants
- **Boulder Total: \$779,999.00**
Year 1: \$191,583.00 Year 2: \$193,830.00 Year 3: \$196,124.00 Year 4: \$198,462.00
Serving 112 participants
- **Denver Workforce Centers: \$910,002.90**
Year 1: \$227,500.73 Year 2: \$227,500.73 Year 3: \$227,500.73 Year 4: \$227,500.73
Serving 132 participants
- **Jefferson County: \$720,000.00**
Year 1: \$144,320.00 Year 2: \$211,400.00 Year 3: \$213,542.00 Year 4: \$150,738.00
Serving 112 participants
- **Larimer: \$779,427.48**
Year 1: \$194,856.87 Year 2: \$194,856.87 Year 3: \$194,856.87 Year 4: \$194,856.87
Serving 112 participants
- **Weld: \$555,000.00**
Year 1: \$138,750.00 Year 2: \$138,750.00 Year 3: \$138,750.00 Year 4: \$138,750.00
Serving 75 participants

G. Construction. \$0.00

H. Other Costs. \$0.00

I. Total Direct Costs. Total: \$7,193,929.52
Year 1: \$1,746,603.57 Year 2: \$1,826,915.21 Year 3: \$1,836,276.92
Year 4: \$1,784,133.82

J. Indirect Costs. Total: \$190,069.65
Year 1: \$46,465.00 Year 2: \$47,152.75 Year 3: \$47,861.13 Year 4: \$48,590.77
The TEC-P 2.0 request for indirect costs is calculated at 10 percent of direct costs. DEDO formerly had a negotiated indirect cost rate, but has expired. DEDO is electing to use the de minimis rate for indirect costs. The indirect cost rate of 10% is charged using the

Modified Total Direct cost method under the Federal uniform Guidance requirement. The Modified Total Direct costs are calculated as total expense less expenses for equipment and property rent, client tuition, portion of each subaward amount in excess of \$25,000.00 and other participant or client support costs.

Devnver Economic Development and Opportunity

Total Modified Indirect Rate Calculation

FOA-ETA-20-13

OBJECT CLASS CATEGORIES	YEAR 1	YEAR 2	YEAR 3	YEAR 4	CUMULATIVE
PERSONNEL	\$ 315,000.00	\$ 320,250.00	\$ 325,657.50	\$ 331,227.23	\$ 1,292,134.73
FRINGE BENEFITS	\$ 97,650.00	\$ 99,277.50	\$ 100,953.83	\$ 102,680.44	\$ 400,561.76
TRAVEL (INCLUDES LOCAL)	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 2,000.00
EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -
SUPPLIES	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
Indirect Cap for Subawards - Total of 8 Subawards @ \$25k Cap each	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 200,000.00
CONSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER (OJTs, ITAs, Intensive Services, Incentives, supportive services)	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DIRECT	\$ 464,650.00	\$ 471,527.50	\$ 478,611.33	\$ 485,907.66	\$ 1,900,696.49
INDIRECT (10%)	\$ 46,465.00	\$ 47,152.75	\$ 47,861.13	\$ 48,590.77	\$ 190,069.65
TOTAL	\$ 511,115.00	\$ 518,680.25	\$ 526,472.46	\$ 534,498.43	\$ 2,090,766.14

K. TOTAL Costs. \$7,383,999.17

Year 1: \$1,793,068.57 Year 2: \$1,874,067.96 Year 3: \$1,884,138.05

Year 4: \$1,832,724.58

Amount and Scope of Leveraged Resources:

1. Leveraged Resources Total: \$1,869,117.00 or 25.3% of the total requested funds.

DEDO and its Contractual partners will leverage resources across regions to ensure at a minimum that 25% of the total requested funds are utilized to provide programming for TEC-P participants and reduce the administrative burden on the grant program.

2. Description of Leveraged Resources

DEDO, CUWA, and the WIBs will leverage internal staffing, administrative and overhead costs to provide TEC-P services at a reasonable per participant rate. In addition, TEC-P is leveraging the significant in-kind contributions from its partners including funds from nonprofit and private sectors.

- **Federal Resources Total: \$1,475,512.00**

DEDO, CUWA, and the regional WIBs are leveraging a combined \$1,336,760.00 sourced from WIOA, Wagner Peyser, SNAP, TANF, ESF, RESEA, and TAA funds. WIOA Adult and Dislocated worker grants will be utilized to provide additional support for eligible AD and DW customers. This will include supportive services, case management, ITAs and OJTs. The leveraged funds will include leveraged staff time at each organization and braided services to ensure participants receive supportive services necessary to achieve success.

- **Community Partners (Nonprofits and Private Business) Total: \$245,230.00**

TEC-P has the support and commitment of many non-profit and private partners that have committed to providing in-kind services such as meeting space, referrals and pre-screening, networking events, advisory council time, sector partnership time, career pathway support, etc. Additionally, partners in the Aerospace and

Tech sectors have committed to providing technical support developing career pathways.

- **State and Local Government Resources Total: \$148,375.00**

DEDO and many regional WIBs have committed to covering a large portion of the indirect costs of TEC-P 2.0 to reduce the administrative cost burden on the grant program. Denver will leverage additional staff beyond the grant staff, including the wages of our Chief Business Officer, Director, Assistant Director, Financial Staff, Contract Administrator, Auditor, Quality Assurance and Policy staff. Local resources additionally includes a partnership with the Office of Financial Empowerment and Protection to provide financial literacy services to a percentage of enrolled participants. Community College and educational partners have committed to providing services related to adult education.

Contractor Sub-budgets:

CUWA	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	21,832.38	22,596.52	23,387.40	24,205.96	92,022.26
FRINGE BENEFITS	4,240.00	4,388.00	4,542.00	4,701.00	17,871.00
TRAVEL (INCLUDES LOCAL)	500.00	3,500.00	500.00	500.00	5,000.00
EQUIPMENT	650.00	650.00	650.00	650.00	2,600.00
SUPPLIES	100.00	100.00	100.00	100.00	400.00
CONTRACTUAL CONSTRUCTION					-
OTHER					-
TOTAL DIRECT	27,322.38	31,234.52	29,179.40	30,156.96	117,893.26
INDIRECT (cap at 7%)	1,367.00	1,562.00	1,459.00	1,508.00	5,896.00
TOTAL	28,689.38	32,796.52	30,638.40	31,664.96	123,789.26

Arapahoe Douglas Works!	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	76,496.00	76,496.00	76,496.00	76,496.00	305,984.00
FRINGE BENEFITS	19,124.00	19,124.00	19,124.00	19,124.00	76,496.00
TRAVEL (INCLUDES LOCAL)	500.00	500.00	500.00	500.00	2,000.00
EQUIPMENT					-
SUPPLIES	500.00	500.00	500.00	500.00	2,000.00
CONTRACTUAL CONSTRUCTION					-

OTHER (OJTs, ITAs, Intensive Services, Incentives, supportive services)	116,000.00	116,000.00	116,000.00	116,000.00	464,000.00
TOTAL DIRECT	212,620.00	212,620.00	212,620.00	212,620.00	850,480.00
INDIRECT (cap at 7%)	14,883.40	14,883.40	14,883.40	14,883.40	59,533.60
TOTAL	227,503.40	227,503.40	227,503.40	227,503.40	910,013.60

Boulder	YEAR 1	YEAR 2	YEAR 3	YEAR 4	
PERSONNEL	74,054.00	75,535.00	77,045.00	78,586.00	305,220.00
FRINGE BENEFITS	28,141.00	28,703.00	29,278.00	29,863.00	115,985.00
TRAVEL (INCLUDES LOCAL)	200.00	200.00	200.00	200.00	800.00
EQUIPMENT					-
SUPPLIES	2,000.00	2,000.00	2,000.00	2,000.00	8,000.00
CONTRACTUAL CONSTRUCTION					-
OTHER (OJTs, ITAs, Intensive Services, Incentives, supportive services)	70,769.00	70,769.00	70,769.00	70,769.00	283,076.00
TOTAL DIRECT	175,164.00	177,207.00	179,292.00	181,418.00	713,081.00
INDIRECT (cap at 7%)	16,419.00	16,623.00	16,832.00	17,044.00	66,918.00
TOTAL	191,583.00	193,830.00	196,124.00	198,462.00	779,999.00

Denver Workforce Centers	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	109,250.00	109,250.00	109,250.00	109,250.00	437,000.00
FRINGE BENEFITS	33,867.50	33,867.50	33,867.50	33,867.50	135,470.00
TRAVEL (INCLUDES LOCAL)	500.00	500.00	500.00	500.00	2,000.00
EQUIPMENT					-
SUPPLIES	750.00	750.00	750.00	750.00	3,000.00
CONTRACTUAL CONSTRUCTION					-

OTHER (OJTs, ITAs, Intensive Services, Incentives, supportive services)	68,250.00	68,250.00	68,250.00	68,250.00	273,000.00
TOTAL DIRECT	212,617.50	212,617.50	212,617.50	212,617.50	850,470.00
INDIRECT (cap at 7%)	14,883.23	14,883.23	14,883.23	14,883.23	59,532.90
TOTAL	227,500.73	227,500.73	227,500.73	227,500.73	910,002.90

Jefferson County	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	52,120.00	53,684.00	55,295.00	56,954.00	218,053.00
FRINGE BENEFITS	17,200.00	17,716.00	18,247.00	18,784.00	71,947.00
TRAVEL (INCLUDES LOCAL)					-
EQUIPMENT					-
SUPPLIES					-
CONTRACTUAL					-
CONSTRUCTION					-
OTHER	75,000.00	140,000.00	140,000.00	75,000.00	430,000.00
TOTAL DIRECT	144,320.00	211,400.00	213,542.00	150,738.00	720,000.00
INDIRECT (cap at 7%)					-
TOTAL	144,320.00	211,400.00	213,542.00	150,738.00	720,000.00

LARIMER	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	80,752.22	80,752.22	80,752.22	80,752.22	323,008.88
FRINGE BENEFITS	19,857.00	19,857.00	19,857.00	19,857.00	79,428.00
TRAVEL (INCLUDES LOCAL)					-
EQUIPMENT					-
SUPPLIES					-
CONTRACTUAL					-
CONSTRUCTION					-
OTHER	81,500.00	81,500.00	81,500.00	81,500.00	326,000.00
TOTAL DIRECT	182,109.22	182,109.22	182,109.22	182,109.22	728,436.88
INDIRECT (cap at 7%)	12,747.65	12,747.65	12,747.65	12,747.65	50,990.60
TOTAL	194,856.87	194,856.87	194,856.87	194,856.87	779,427.48

ADAMS	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	33,546.00	33,546.00	33,546.00	33,546.00	134,184.00
FRINGE BENEFITS	11,741.10	11,741.10	11,741.10	11,741.10	46,964.40
TRAVEL (INCLUDES LOCAL)					-
EQUIPMENT					-
SUPPLIES					-
CONTRACTUAL CONSTRUCTION					-
OTHER (OJTs, ITAs, Intensive Services, Incentives, supportive services)	90,293.00	90,293.00	90,293.00	90,293.00	361,172.00
TOTAL DIRECT	135,580.10	135,580.10	135,580.10	135,580.10	542,320.40
INDIRECT (cap at 7%)	3,170.10	3,170.10	3,170.10	3,170.10	12,680.39
TOTAL	138,750.20	138,750.20	138,750.20	138,750.20	555,000.79

WELD	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	25,545.00	25,545.00	25,545.00	25,545.00	102,180.00
FRINGE BENEFITS	6,386.25	6,386.25	6,386.25	6,386.25	25,545.00
TRAVEL (INCLUDES LOCAL)	107.00	107.00	107.00	107.00	428.00
EQUIPMENT					-
SUPPLIES					-
CONTRACTUAL CONSTRUCTION					-
OTHER (OJTs, ITAs, Intensive Services, Incentives, supportive services)	97,550.00	97,550.00	97,550.00	97,550.00	390,200.00
TOTAL DIRECT	129,038.00	129,038.00	129,038.00	129,038.00	516,152.00
INDIRECT (cap at 7%)	9,712.00	9,712.00	9,712.00	9,712.00	38,848.00
TOTAL	138,750.00	138,750.00	138,750.00	138,750.00	555,000.00

Attachment D: Statement of Work

INTRODUCTION. Colorado is a national leader in emerging technology and innovation. In recent years, before COVID-19, the state has experienced rapid economic growth and historically low unemployment, leading to significant skill shortages. COVID-19 led to disproportionate unemployment in industries related to retail and tourism and is highlighting skills gaps that existed before the pandemic. Denver Economic Development & Opportunity (DEDO) and its partners want to seize on this unprecedented opportunity to reskill and upskill Coloradans into high demand sectors that are fundamental to the state and national economies, while also ensuring individuals have access to career pathways that provide mobility in a post-COVID-19 world. DEDO's proposed Technology Employment in Colorado Partnership 2.0 (TEC-P 2.0) will develop the talent pipeline in information technology (IT), advanced manufacturing (AM) and transportation in alignment with middle- to high-skilled H-1B career pathways by building on past successes, innovative modes of training delivery, existing partnerships, and an innovative hub model that drives regional alignment across 10 of Colorado's central corridor counties and replication by Colorado's workforce system throughout the state.

TEC-P 2.0 will leverage the success of the funded H-1B grant Technology Employment in Colorado Partnership (TEC-P) project, completed in 2019 and also led by DEDO (then Office of Economic Development). TEC-P transformed the way local workforce areas (local areas) align regional sector strategies in Colorado, creating sector initiatives within IT and AM, with an industry- and employer-driven approach to training and career pathway development. This led to employment for incumbent workers, the long-term unemployed and other unemployed individuals in middle- to high-skill jobs across these growing sectors. TEC-P 2.0 will build on this work by expanding training to a broader range of unemployed and underemployed individuals in IT and AM, enlarging the target geographic area and adding a new sector,

transportation—creating new sector partnerships and career pathways within that industry, which is expected to lead Colorado’s economic recovery as the state strives to lead in aerospace. With TEC-P 2.0, Colorado will build and reskill a workforce that is mobile, responsive to changing business needs and is prepared for the future of work.

Led by DEDO, TEC-P 2.0 brings together seven of Colorado’s 10 federally recognized workforce development areas, serving 10 counties: Adams County Workforce and Business Center (Adams), Arapahoe Douglas Works! (Arapahoe, Douglas), Workforce Boulder County (Boulder), DEDO: Denver Workforce Services (Denver), Larimer County Economic and Workforce Development (Larimer), Jefferson County Business and Workforce Center (Jefferson, Clear Creek, Gilpin) and Employment Services of Weld County (Weld). This group largely represents the Colorado Central Planning Region (CCPR) for workforce development activities, along with Weld County. Colorado Urban Workforce Alliance (CUWA) is the third-party project facilitator of the innovative hub model. CUWA has facilitated collaboration across the workforce development system for over 18 years—over a decade before workforce system regionalization became law through the Workforce Innovation and Opportunity Act (WIOA). TEC-P 2.0 will add to the employer and training partners within IT and AM and create new transportation sector partnerships to further Colorado’s workforce system strategy to engage industry as a fulcrum in a demand-driven workforce system.

STATEMENT OF NEED. **Demonstration of demand.** Population, employment and businesses in Colorado are concentrated along the eastern slope, or Front Range, of the Rocky Mountains. Of the 5.7 million people in Colorado, over two-thirds of the population resides in the 10 northern Front Range counties that will be served by TEC-P 2.0. The CCPR accounts for 83% of

the state’s gross regional product and nearly 80% of jobs.¹ Front Range businesses are also on the leading edge of technology advancement and innovation. For example, an emerging occupation—telecommunications engineering specialist—combines software development with mechanical engineering to create artificial intelligence components that drive the development of the “internet of things.” TEC-P 2.0’s business partners require employees with skill sets that transcend traditional occupational groupings or industries. As another example, Boulder has been named one of the most innovative metro areas in the country and is a top destination for entrepreneurs, having one of the highest ratios of patents applied for per capita.² To meet the needs of businesses that are driving the nation’s innovation, TEC-P 2.0’s training programs will incorporate content that is needed by these emerging occupations within the targeted three H-1B industries (IT, AM and transportation). All training programs will result in workers skilled in a particular occupation along career pathways that lead to middle- to high-skilled occupations.

In CCPR, the number of jobs grew by 24.3% between 2010 and 2019, with average annual earnings increasing by 25%.³ The table below is an illustrative example of occupational families that TEC-P 2.0 will prioritize and accounts for over 250,000 jobs added since 2010.

Table: H-1B Priority Occupational Families in Colorado Central Planning Region, 2010–2019

SOC	Description	2010 Jobs	2019 Jobs	Change	Annual Growth	Median Annual Wage
15	Comp. & Math.	77,636	118,720	41,084	4.80%	\$93,562
13	Bus. & Fin. Ops	135,052	188,780	53,728	3.80%	\$72,197
53	Trans. & Materials	100,671	135,893	35,222	3.40%	\$34,820
11	Management	90,498	122,723	32,225	3.40%	\$113,244
47	Const. & Extraction	91,082	122,690	31,608	3.40%	\$46,084

¹ Colorado Central Planning Region. (June 2020). *Colorado Central Planning Region’s regional plan for the execution of workforce development activities.*

² Boulder Economic Council. *Innovation economy in the Boulder, Colorado area.* Retrieved from <https://bouldereconomiccouncil.org/boulder-economy/innovation-economy/>

³ Colorado Central Planning Region. (June 2020). *Colorado Central Planning Region’s regional plan for the execution of workforce development activities.*

29	Healthcare & Tech	93,704	125,248	31,544	3.30%	\$72,279
19	Life, Phy. & Soc. Sci.	22,962	28,941	5,979	2.60%	\$69,213
17	Arch. & Engineering	49,784	59,554	9,770	2.00%	\$83,045
51	Production	70,966	82,351	11,385	1.70%	\$35,981

Source: *EMSI QCEW, Non-QCEW & Self-Employed*

For comparison, across Colorado, the median annual wage is \$44,250 for all occupations.⁴ In the third quarter of 2020, there were 6,530 certified H-1B visas representing 9,046 workers in the state. Of those, 4,931 visas fell under computer and math occupations. Within the additional occupational families provided above, 1,345 visas were certified. These occupational families together represent 96% of all recent H-1B visas. TEC-P 2.0 will prioritize training opportunities in growing sectors that face worker shortages, and that drive innovation and offer on-ramps to career pathways to middle- and high-skill H-1B occupations. For example, in Weld County, 15,769 jobs are expected to be added in AM—a 7% growth rate from 2020 to 2024.⁵ An illustrative example of target industries that cross the AM, IT and transportation sectors is provided below, representing an increase of over 35,000 jobs in the next three years in CCPR and 3,762 of all recent H-1B certified visas, or 42%.

Table: Expected Job Growth by Selected Industry, Central Planning Region

NAICS	Description	2020 Jobs	2024 Jobs	Change
31	Manufacturing	51,891	55,502	3,611
42	Wholesale Trade	62,042	65,250	3,208
48	Transportation and Warehousing	45,437	48,590	3,153
51	Information	209,793	230,298	20,505
54	Prof., Scientific, & Technical Services	65,568	70,668	5,100

Source: *EMSI – QCEW Employees, Non-QCEW Employees & Self-Employed Class of Worker*

Populations served. i. Target population. TEC-P 2.0 will upskill and reskill unemployed and

⁴ U.S. Bureau of Labor Statistics Office of Occupational Employment Statistics. (May 2019). *State occupational employment and wage estimates*.

⁵ Weld County Workforce Development Board. *Program years 2020–2023 upstate regional plan*.

underemployed individuals, including workers ages 17–24 and those impacted by the recent economic downturn. This includes those underrepresented in the industry sector. TEC-P 2.0 will include younger workers to build a mobile workforce equipped to adapt to the changing needs of business, industry and shifts in technology (described in more detail below). Veterans will also receive priority enrollment in TEC-P 2.0. The Front Range is recognized as “veteran friendly” because of “high concentrations of civilian employment in aerospace and homeland security” and the Colorado Air and Space Port (CASP) in Adams County.⁶ Licensed in 2018, CASP aims to become a major hub for commercial space transportation and research. Veterans have valuable skills, often have had security clearance, and are strong candidates for upskilling opportunities. Within CCPR, the unemployment rate in December 2019 was 2.2% (not seasonally adjusted), with about 50,000 people searching for jobs. The underemployment rate in this same time frame was an estimated 4.4%, with roughly 98,000 people underemployed.⁷ Until the economic crisis created by COVID-19, unemployment had been below 5% in Colorado since April 2014. These low rates created significant challenges for businesses trying to find enough skilled workers.

Table: Unemployment for Select Populations, Colorado Central Planning Region (2019)

Population	Est. Rate	Population	Est. Rate
White	2.20%	Black/African Am., Age 16-19*	13.50%
Black/African American	3.90%	Hispanic/Latino, Age 16-19*	11.20%
Asian	1.80%	Individuals with Disability	4.90%
Hispanic/Latino	2.90%	All Veterans	1.90%
All Teens	8.30%	Gulf-Era II Veterans	2.20%
White, Age 16-19*	7.40%	Vietnam Era Veterans	2.30%

Source: U.S. Bureau of Labor Statistics

**Only individuals 17 years or older will be eligible for participation in TEC-P 2.0*

⁶ Colorado Central Planning Region. (June 2020). *Colorado Central Planning Region’s regional plan for the execution of workforce development activities.*

⁷ U.S. Bureau of Labor Statistics. Note: Underemployed is calculated as the sum of: total unemployed, persons marginally attached to the labor force, total employed part time for economic reasons, as a percentage of the civilian labor force.

At the peak of COVID-19 business closures in April 2020, the unemployment rate jumped to 18.4%, or roughly 400,000 persons. Recent reports suggest the economic impact of COVID-19 is far from over, with 33,500 workers from small hospitality and retail businesses in the Denver area alone expected to lose jobs this winter.⁸ COVID-19 has exacerbated worker shortages in some sectors, while many are unemployed in other sectors. Of individuals registered in Connecting Colorado (Labor Exchange System of Record) on October 22, 2020, one-third had obtained an education level of bachelor's degree or above, with 56,700 (67%) holding an associate degree or lower. This is an opportunity to reskill the workforce to close the skills gap in the AM, IT and transportation sectors. There are large numbers of unemployed in typically low-skill jobs, such as food preparation, and with lower education levels. **ii. Access for predominately unemployed and underemployed.** DEDO and its partners will specifically recruit unemployed people to TEC-P 2.0 from industries that are no longer hiring. For example, within computer and mathematical occupations, there was a shortfall of over 15,000 jobs on October 22, 2020, compared with a surplus of over 7,000 workers in food preparation and serving related jobs. The table below shows additional discrepancies.

Table: Connecting Colorado Registrants by Surplus and Shortfall, Metro Denver (10/22/2020)

SOC	Description	Supply	Demand Last 30 Days	(Surplus)/ Shortfall
15	Computer and Mathematical	4,575	20,122	15,547
29	Healthcare Practitioners & Tech	2,645	14,094	11,449
53	Transportation and Material Moving	5,338	14,110	8,772
13	Business and Financial Operations	6,411	8,615	2,204
51	Production	4,250	2,043	(2,207)
47	Construction and Extraction	5,436	2,002	(3,434)
27	Arts, Design, Entertainment, Sports, and Media	6,755	1,864	(4,891)

⁸ Rubino, J. (2020, October 25). Report forecasts major small business job losses in Denver and beyond. *The Denver Post*. Retrieved from <https://www.denverpost.com/2020/10/25/small-business-job-losses-denver-winter-restaurants-retail/>

35	Food Prep. and Serving Related	12,505	5,455	(7,050)
43	Office and Administrative Support	16,453	9,213	(7,240)

Source: IPEDS Data Compiled by EMSI

Further, workers under age 25 have been disproportionately impacted by the economic changes due to COVID-19. At the peak of unemployment (May 16th) this group represented 18.6% of total unemployment insurance (UI) claims, compared with a 2019 weekly average of 5.2%.⁹

For all TEC-P 2.0 program participants, the primary focus will be on recruitment of participants to reskill or upskill to fill gaps in the talent pipeline within the IT, AM and transportation sectors. Sector strategy initiatives have established employer-driven career pathways with multiple on-ramps for all skill levels. Connecting the underemployed and unemployed to these career pathways directs them to the education and training providers that give them the best chance of employment through a direct pipeline to employers with work-based learning opportunities and guided curriculum. To supplement the emphasis on unemployed and underemployed, TEC-P 2.0 will upskill incumbent workers in instances when positions can be backfilled with unemployed or underemployed individuals. **EXPECTED OUTCOMES & OUTPUTS**. **1. Participant outcomes. i. Coordinated outreach.** To serve 750 participants and enroll 662 in training over the 48-month project period, outreach and recruitment will be coordinated across partners using the foundation set by TEC-P and the hub model (described below). The website developed for TEC-P is still available, but it will be retooled to serve as the foundation for online communication with both job seekers and employers. This includes capability to post job openings and work experience opportunities, event information for potential participants or employers, and/or training options for potential participants. Online and printed marketing materials will be used across local areas, with consistent messaging and

⁹ Colorado Department of Labor and Employment Colorado Weekly Initial Claims

branding for TEC-P 2.0. Marketing messages will target unemployed or underemployed individuals seeking careers in AM, IT and transportation, including those who are considering reskilling, or younger workers searching for a promising career pathway. Local training providers with close ties to potential participants will be provided marketing materials as well, ensuring diverse populations receive information about the opportunities available. Unemployed individuals can be contacted through information in the Connecting Colorado database for proactive recruitment of individuals hurt by shifts in the labor market. Other outreach and recruitment may include: Meetup groups for unemployed workers or industry-specific topics, blogs, notifying former individuals receiving workforce services, radio advertisements, social media campaigns, referrals from training providers and referrals from community organizations. Recruitment for candidates to upskill employees will target businesses in the AM, IT and transportation sectors. Communication channels that currently exist within each local workforce area include local employers, training providers, chambers of commerce, economic development organizations and sector partnership members. These will be used to share upskilling opportunities including opportunities for veterans and incumbent workers. To ensure coordination, CUWA will facilitate the development of uniform screening criteria for all local areas. This will include consideration for eligibility and co-enrollment in WIOA and other programs, leveraging funds where possible. The screening criteria will supplement the tools and processes local areas have established for standard unemployment and supportive services operations. Once a prospective participant expresses interest, the local area partner will assess eligibility and suitability using this tool. A career specialist will be assigned and will meet—virtually or in person—with the potential participant. The initial screening assessment will include the identification of any barriers a participant may face to program completion,

employment retention or advancement. Initial intakes (upfront assessments), conducted by career specialists at local areas or through service providers, are comprehensive. They assess basic education and skill levels, aptitudes, interests and potential barriers, such as financial stress. Career specialists assess coaching and/or counseling needs and provide access to these resources. Participants will also receive access to wraparound supportive services based on individual needs. Local areas will provide stipends or vouchers for individuals for support such as housing, childcare, access to technology, dependent care and professional work clothing. Grant funds will only be used when an individual does not qualify for other resources. Whenever possible, co-enrollment and braided funding will be leveraged from human service programs, such as the Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance for Needy Families (TANF). Through the upfront assessment process, individuals are able to choose to reskill into the sector and career pathway of their choice within the priority sectors. Depending on skill level, more comprehensive assessment of an individual's skills gap may be required. For participants upskilling, basic skills or competencies for the target occupation and training program are identified through sector partnerships. These must be met prior to enrollment to ensure participants are adequately prepared and set up for success. Potential participants for incumbent worker training will go through the same process, with business services coordinators available to help with the outreach, recruitment and enrollment with employer partners. **ii. How training employers needs.** TEC-P 2.0 education and training activities will be driven by sector partnerships in AM, IT and transportation. Regional sector partnerships in AM and IT are well established and will be expanded during the grant period. Early transportation sector partnerships will be leveraged with new partnerships developed during the grant period. This process includes: generating a list of local employers to personally invite to participate; facilitating a

series of meetings to discuss challenges, skills and employee needs and to validate labor market data; and creating subcommittees responsible for driving the work on each priority. Each of the sector partnerships will develop consensus on goals and priorities, including training and education needs. The employers and training providers will then collaborate to refine existing training programs or create new programs. Training providers will ensure programs result in stackable and transferrable credentials for participants, while employers ensure their needs will be met, agreeing to a set of program outcomes. This collaborative work will result in demand-driven career pathways for TEC-P 2.0 participants. Sector partnerships will regularly adapt programs to changing economic conditions and evolving skill needs and ensure credentials are relevant and effective to meet business needs. **iii. recognized postsecondary credentials.**

Participants in TEC-P 2.0 will receive credentials such as: Security IT Associate, CompTIA Security+ and A+, HUNT Analyst, Java, PMP/CAPM IT Project Manager, Cisco Certified Network Associate, IT Helpdesk Administrator, Scrum Master, AutoCAD, AWS SENSE certifications and apprenticeship certifications such as Mold Maker, Electronics Technician, Water Quality Management or Software Developer. Required and recognized credentials are at the intersection of priority sectors and in-demand skills. For example, Aurora Community College is collaborating with business partners such as Boeing through the Aerospace and Aviation Sector Partnership to expand certifications (e.g., JavaScript, C-Sharp) to help fill over 100 software developer positions within the aerospace company – filling both IT and transportation sector needs. Another illustrative example of post-secondary credentials that lead to middle- and high-skill jobs within TEC-P 2.0 is Emily Griffith Technical College’s web development program. The program teaches object-oriented programming, multiplatform development and building web applications. After completion, participants are prepared for

potential career paths including web application developer, web designer, solutions architect, front-end developer and net developer—all H-1B occupations. All TEC-P 2.0 training programs result in the appropriate credentials for the industry and occupation, as formalized through sector partnerships. **iv. Appropriate for target population.** TEC-P 2.0 will serve unemployed and underemployed individuals at all skill levels who are looking to reskill or upskill into or within the three priority sectors, including younger workers and those impacted by the recent economic downturn. By using a career pathway system, participants will be able to upskill or reskill based on their personal background, skills, experience, competencies and interests. With on-ramps at every level, TEC-P 2.0's training and employment opportunities lead lower-skilled and younger workers to middle- and high-skill jobs within AM, IT and transportation. This customized approach allows career specialists and potential participants to assess gaps in skills and training, enrolling participants in the training programs that will fill these gaps and help individuals reach their employment goals. Local areas and business partners provide coaching, mentoring, soft-skills training and other services. The need for wraparound supportive services (described below) is also assessed during the initial intake process, and services are provided based on participants' needs, removing any additional barriers beyond skill or training gaps. TEC-P 2.0 will provide support to participants requiring access to technology for remote learning or working. **v.**

Outcome projections. TEC-P 2.0 anticipates the following outcomes, which are realistic and feasible by using prior performance from TEC-P—the foundation of TEC-P 2.0. Total participants served: 750. Derived from actual performance and cost per participant of TEC-P, which served 674 participants at \$9,158. Serving an additional 76 participants is realistic and feasible with the expansion into transportation and a wider geographic area. The timeline allows for scaling up and winding down: PY1: 105, PY2: 262, PY3: 278, PY4: 105 participants. Total

participants enrolled: 662. Derived from actual performance of TEC-P, with 90% of participants enrolled in education and training and the remaining 10% requiring case management and minimum employment support. The number of expected participants each year is as follows: PY1: 93, PY2: 225, PY3: 251, PY4: 93 enrolled in education/training. Total completing: 629. Derived from actual performance of TEC-P, with 95% of participants successfully completing training activities. Reflecting the number of expected enrollees each year: PY1: 88, PY2: 214, PY3: 239, PY4: 88 completing. Participants receiving credential: 450. Derived from WIOA adult credential attainment rate of 60%, which is realistic and feasible based on past performance of similar target populations and education/training programs. Reflecting the number of completers: PY1: 64, PY2: 152, PY3: 170, PY4: 64. Number unemployed/underemployed obtain employment: 472. Derived from actual performance of TEC-P, 75% of participants completing will be unemployed/underemployed. Reflecting the breakdown of completers: PY1: 66, PY2: 160, PY3: 180, PY4: 66 obtaining employment. Number incumbent worker: 50. Derived from past projections (47) and actual performance (22) of TEC-P, which is realistic because of the expanded sectors and geographic scope of TEC-P 2.0. Employment Q2 & Q4 post-exit: 79.6% (Q2), 72.6% (Q4). Derived from WIOA adult employment rates for local areas and the state's past success in meeting performance outcomes. This is realistic and feasible based on the similarity of training programs, credential attainment, and the high-demand sectors for employment of TEC-P 2.0 participants.

2. One workforce program outputs. i. Proof of concept. TEC-P 2.0 expands and replicates the success of TEC-P and the hub model, providing further evidence that this model is appropriate, effective and efficient for aligning and delivering regional workforce solutions. The hub model was established by leveraging CUWA's long history of facilitation with TEC-P's innovative program implementation. The hub model creates

a workforce system that is highly responsive to changes in the economy or politics. A local workforce area serves as the lead fiscal agent (DEDO), with ultimate responsibility for program delivery and a project manager responsible for overseeing all aspects of the grant program. CUWA serves as a facilitator to oversee and monitor programmatic elements, with the CUWA director/facilitator responsible for convening program partners and monitoring overall program expenditures and outcomes, providing a real-time update at monthly meetings. Consisting of one representative (grant supervisor) from each local area, a monthly advisory group forms to share best practices, effective ways of reporting and collecting data, and operational issues. The advisory group creates shared goals, allowing uniformity in program implementation across regions. Each grant supervisor is responsible for coordinating fiscal requirements, procedural requirements, reporting, allowable expenditures and enrollment in the data system with local area staff. All partners meet once per year in person. To supplement grant activities, the CUWA director/facilitator also coordinates monthly meetings across partners for groups dedicated to operations, career services, data and reporting, and business services. For example, the business services group shares recruitment strategies for different industries. Monthly meetings provide feedback on the efficacy of the program so that improvements can be made right away and successful practices shared across partners. The initial success of this hub model has received national recognition; it was presented by invitation to the National Association of State Workforce Agencies and the U.S. Department of Labor. Since TEC-P, the hub model has been adopted by additional regional programs in Colorado, ranging from registered apprenticeship programs to federal National Emergency Grants. TEC-P 2.0 is an opportunity to further refine this model by creating new sector partnerships in transportation and expanding AM and IT to include a wider geographic scope and expanded target populations. TEC-P 2.0's success will be

further evidence the model works at scale and can be replicated for additional industries, sector partnerships and the broader workforce system. **ii. Sustainability.** Sustainability of TEC-P 2.0 will occur through an iterative process that begins at the very beginning of implementation. The process of ongoing alignment among local areas, industry needs and labor market trends is embedded into the hub model. An important task will be documenting lessons learned and promising practices to share with all partners. These will be shared at the monthly meetings facilitated by CUWA. Practices that transcend TEC-P 2.0 will be formally documented as continuing practices for local areas and partners to adopt. These may include tools and resources, such as desk manuals for specific occupations or sectors, which can be regularly updated as regional trends change and shift. The hub model also relies on industry sector leaders as key contacts and leaders of sector partnerships. Employer engagement ensures buy-in and support in the workforce system beyond any single program. With sector leaders driving the strategy and priorities, business and training partners are incentivized to participate in the broader workforce development agenda. Partners share a common agenda—creating collective impact. To further support sustainability planning, representatives from local partners will continue to participate in and coordinate with related statewide and regional activities. **PROJECT DESIGN. 1. Sector strategies and alignment. i. Previous strategy.** TEC-P 2.0 builds on extensive sector strategy alignment and partnership work within local regions and the state. Five of the seven partner local areas participated in TEC-P. Each local area has also participated in or convened additional sector partnership strategies. Currently active, select experience includes: Tech Talent Denver Sector Partnership, Boulder IT Sector Partnership Group, Denver Metro Manufacturing Sector Partnership, NoCo [Northern Colorado] Manufacturing, Aerospace and Aviation Sector Partnership, NoCo Health, Greater Metro Denver Healthcare (Sector) Partnership. TEC-P 2.0

partners have also leveraged sector strategies to develop registered apprenticeships, such as developing the first program for software development with Techtonic and establishing a program for circuit assemblers in partnership with Lockheed Martin. **ii. WIOA Plan Alignment.** Colorado's 2018 Combined State Plan sets the vision for the state workforce system "that every Colorado business has access to a skilled workforce and every Coloradan has access to meaningful employment, resulting in statewide economic vitality."¹⁰ A priority focus is to grow a middle class by connecting people to careers. TEC-P 2.0 can play a key role in achieving the state's workforce and talent pipeline goals in two areas. Goal 1: Engage business and industry as a fulcrum to inform and align all elements of the demand-driven system. Sector strategies are well established in AM and IT. This work expands with TEC-P 2.0 by linking current regional sector strategies together and providing an opportunity for these to grow in scope and wider business engagement. TEC-P 2.0 will also work with the transportation sector to establish a new sector partnership to coordinate and meet the needs of this emerging sector. Goal 2: Establish a customer-centric and holistic focus to increase coordination, effectiveness and access through shared data, tools and resources. TEC-P 2.0 expands coordination among workforce centers and further aligns services for businesses and job seekers in the priority sectors. TEC-P 2.0 also furthers the goals of Colorado's governor, who recently established the Office of Future Work to analyze changing technologies, skill needs and demographics, and make policy recommendations on addressing these challenges.¹¹ **2. H-1B One Workforce Partnerships. i.**

Description. DEDO will serve as lead applicant and fiscal agent for TEC-P 2.0, and is an

¹⁰ Colorado Workforce Development Council. (2018). *Colorado WIOA combined state plan.*

¹¹Sealover, E. (2019, September 4). Colorado's workforce needs are changing fast. *Denver Business Journal*. Retrieved from <https://www.bizjournals.com/denver/news/2019/09/04/colorado-office-of-future-work.html>

eligible applicant as a workforce development entity. TEC-P 2.0 leverages the Colorado workforce system's expertise in aligning programs and services with a regional approach. In Colorado, local workforce areas are locally run (by county) with unique operating policies, increasing the importance of regionalism. Using the hub model, DEDO will partner with CUWA to function as a neutral third-party facilitator. Under DEDO's direction, CUWA will help bring together and unite the local workforce areas to administer programs and services. This model allows regions to align and streamline work to achieve TEC-P 2.0's common goal of reskilling and upskilling unemployed or underemployed individuals into AM, IT and transportation careers that meet the growing needs of local employers. TEC-P 2.0 workforce development entities coordinate and participate in sector partnerships, lead outreach and recruitment in the local area for both participants and businesses, enroll participants including wraparound supportive services, and participate in data and tracking requirements. Partners are: Adams County Workforce and Business Center, Arapahoe Douglas Works!, Workforce Boulder County, DEDO: Denver Workforce Services (lead applicant), Larimer County Economic and Workforce Development, Jefferson County Business and Workforce Center, and Employment Services of Weld County. TEC-P 2.0 education and training providers participate in sector partnerships and administer training. They also participate in recruitment and can contribute to wraparound supportive services to support program completion, as appropriate. Partners are: Community College of Denver, CrossPurpose, Front Range Community College, Turing School of Software and Design, General Assembly, Arapahoe Community College, Tectonic, Community College of Aurora, Red Rocks Community College, Denver Office of Financial Empowerment, Twilio, and Emily Griffith Technical College. TEC-P 2.0 business partners participate in and drive the strategic direction of sector partnerships. For developing career pathways, this includes

validating labor market trends, informing the list of skills and/or competencies required for occupations and the associated training needed, participating in curriculum development and program design, and validating credentials when appropriate. For program activities, this includes deciding which job openings to prioritize for hiring qualified participants who complete training programs; providing resources, such as mentors or equipment; and upskilling front-line and other incumbent workers, including hiring unemployed participants to backfill job vacancies left by incumbent worker participants who move into higher-skilled jobs. In short, sector partnerships drive operational procedures. In partnership with the education and training providers, this work develops career pathways within an industry with on-ramps for individuals at every stage of their career. For entry-level workers who may be unemployed or reskilling to move into a new career pathway, this provides an articulated path to middle- and high-skill employment. Business partners also provide work-based learning opportunities for participants in partnership with training providers. This supports the program and builds a connection to training participants, most of whom business partners commit to hiring upon program completion. Partners are: Boeing, Apex Transportation, Silicon Mountain Technologies, Independent Electrical Contractors – Rocky Mountain, Twilio, EMP-Electro-Mechanical Products, C-Squared Computer Consulting, City of Arvada IT Department, Acme Distribution and Ardent Mills. Industry or trade associations include: Colorado Technology Association, NoCo Manufacturing Sector Partnership, Tech Talent Boulder, Tech Talent Denver, Manufacturer’s Edge and Aerospace and Aviation Sector Partnership. *Other partners* include CUWA, serving as a neutral workforce system facilitator, Fort Collins Chamber of Commerce to support outreach and pipeline development with local businesses, and PCs for People – a nonprofit that provides supportive services through computer and mobile internet access.

The TEC-P 2.0 One Workforce Partnership unites the efforts and expands five regional sector partnerships across advanced manufacturing and IT. One group – Metro Denver Aerospace and Aviation – crosses between AM and transportation sectors. Additional new transportation sector partnerships will be established. Existing sector partnerships include: Tech Talent Denver (Arapahoe/ Douglas, Jefferson, Adams, Denver), Boulder IT Sector Partnership Group (Boulder), Metro Denver Manufacturing (Arapahoe/Douglas, Jefferson, Adams, Denver), NoCo Manufacturing (Larimer, Weld) and Metro Denver Aerospace and Aviation (Arapahoe/Douglas, Jefferson, Adams, Denver). These sector partnerships represent businesses with a vested interest in building a middle- and high-skilled workforce in AM and IT and training providers who collaborate to develop programs that meet the needs of business. To expand beyond aerospace and aviation within transportation, initial meetings have started in fall 2020 with a Freight Sector Partnership led by the Colorado Workforce Development Council and convened by the Colorado Department of Transportation. Career pathway work is beginning, such as a new Commercial Driver’s License (CDL) Roadway Construction and Maintenance Associate degree. Other activities, such as the exploration of an inland port in Colorado by a group of international trade businesses, are driving the need to establish sector partnerships in this field and subsequent career pathways. TEC-P 2.0 partners will convene additional sector partnerships based on the pressing needs of local businesses and to adapt to new technology, such as driverless cars. TEC-P 2.0 is a model for regional alignment to address talent pipeline issues, particularly in middle- and high-skill careers in sectors facing skill shortages and changing demand. Although the work is coordinated regionally by local workforce areas, business partners drive the strategy and programming for participants, including work-based learning opportunities. **3. Career pathways. i. Description.** TEC-P 2.0 will expand career

pathways within AM and IT and establish new career pathways within transportation. Each TEC-P 2.0 sector partnership will drive the adoption and refinement of career pathways customized for regional business needs. Career pathways within IT and advanced manufacturing are well established through the success of TEC-P. Career pathways within transportation often cross sectors—such as Boeing’s need for software developers—or will be developed through the grant period. The tables below show examples of the career pathways in target H-1B sectors.

Table: Simplified Computer User Support Specialist Career Pathway

	Entry level	Middle skill	High skill
Occupation	Computer User Support Specialist (15-1131)	Computer Systems Analyst (15-1121)	Software Quality Assurance Engineer (15-1199)
Preferred Education	Technical certificate; associate degree	Software developer boot camp; bachelor’s degree	Software developer boot camp; bachelor’s degree
Sample TEC-P 2.0 Training Provider	Arapahoe Community College: Computer Technician Certificate	Techtonic Software developer apprenticeship	Turing School of Software & Design – Back End Engineering
Sample Credential	Certified A+ Technician	Certified Information Systems Auditor	Certified Software Test Professional
H-1B occupation	Yes	Yes	Yes

Table: Simplified Machine Operator Career Pathway

Skill Level	Entry level	Middle skill	High skill
Occupation	Machine Operator (51-4081)	CNC Machinist (51-4011)	Front Line Supervisor (53-1021)
Preferred Education	Technical certificate	Training program; apprenticeship	Associate degree; vocational training
Sample TEC-P 2.0 Training Provider	Front Range Community College: Fast track machining program – Introduction	Front Range Community College: Machining program – Intermediate	Front Range Community College: NOCO Manufacturing Supervisor
Sample Credential	National Institute of Metalworking (NIMS) Level 1 Certificate	NIMS CNC Lathe & Mill	Certificate of completion
H-1B occupation	No	Yes	Yes

Training strategies for IT and AM: Businesses within sector partnerships, such as NoCo

Manufacturing Partnership, collaborate with training providers to incorporate the training strategy that will best build the skill set of program participants to meet businesses’ needs. For

example, businesses may specify that certain NIMS certificates are highly sought after because of specific skill shortages. TEC-P 2.0 participants will then receive upskilling or reskilling training that leverages the existing standards and credentials. The credentials are transferrable and stackable, and participants receive training in the in-demand areas that meet business needs.

Early career pathway work has begun in transportation, but more is needed to support this emerging sector; in particular, building career pathways that connect entry-level occupations to middle- and high-skill jobs that will continue to adapt to changes in technology and industry innovation. Transportation, distribution and logistics career clusters with eight underlying career pathways have been developed. The new TEC-P 2.0 transportation sector partnerships will validate these pathways and customize training programs to meet the needs of businesses within the region. *Training strategy for transportation:* This training will likely include on-the-job training, paid work experience, customized cohort training or other training strategies. **3. ii. Training delivery.** TEC-P 2.0 training programs are delivered with multiple innovative delivery models based on the needs of employers, resulting in industry-recognized credentials that have been validated through sector partnerships. Strategies include work-based learning opportunities, blended/hybrid models, and online learning based on the program. An illustrative example is TEC-P 2.0's expansion of Tectonic's registered apprenticeship program. The initial TEC-P program helped implement the nation's first software development apprenticeship program by Tectonic. Tectonic now has programs in three states, and 100% of graduates receive a salaried job offer after 12 weeks of training and 40 hours of hands-on work experience. Another illustrative example is General Assembly's mixture of in-person, online, full-time immersive and part-time courses. The front-end web development course results in an industry-recognized certificate and includes hands-on experience with HTML5, CSS3 and JavaScript, with self-paced

lessons for online learners. Through TEC-P 2.0, based on the needs of local employers, the full array of training strategies will be available, including on-the-job training, customized cohort training, incumbent worker training, registered apprenticeships, industry-recognized apprenticeships, paid work experience, paid internships and other types of training. The power of the hub model is the highly aligned, regional approach in career pathway and training program development. Curriculum and training strategies are updated continuously, as monthly meetings include updates on shifting labor market trends, operational shifts and the changing needs of local businesses. Many training providers have adapted to online learning because of COVID-19. This option will be available for program participants based on availability and personal preference. Local workforce areas have adapted to virtual service delivery, including offering virtual workshops, job fairs, custom hiring events and consultative contacts by team members. With the infrastructure and systems now in place, this will continue to be an option for program participants. **Project Work Plan.** Implementation of TEC-P 2.0 will achieve five goals. *(1) Establish program infrastructure.* Milestones include hiring staff, training, setting up policies and procedures, modifying Connecting Colorado, and developing streamlined marketing and outreach plans. To be achieved in the first six months of the grant period, this will ensure a coordinated and systematic approach across all partners. It will also ensure systems are in place to provide accurate and timely progress reporting on the success of the program. *(2) Sector partnership expansion and development.* Milestones include convening sector partnerships to support grant activities and establishing the structures for ongoing career pathway development and credential validation by employers. Groups will be convened during PY1 with initial training and employment activities beginning by Q3 of the grant period. Sector partnerships will meet quarterly throughout the grant period. *(3) Activate referral pipeline.* Milestones include

establishing outreach plans for program participants, establishing referral and data systems, and convening community employer partners. Once established, the referral pipeline will result in active enrollments and employment. (4) Active program enrollment. An estimated 750

unemployed and underemployed will receive case management, supportive services, employment and training opportunities in the target sectors. Enrollment will ramp up after the first six months of the grant, with the majority of individuals participating during PY2 and PY3.

(5) Performance monitoring. To monitor progress throughout the life of the program, milestones include: monthly compliance reports from local area partners, quarterly performance

measurement reports, and participation in DOL evaluation activities. Frequent reporting will ensure all milestones across the program are met and issues are resolved. **ORGANIZATIONAL,**

ADMINISTRATIVE AND FISCAL CAPACITY. **1) Capacity of Lead Applicant. i. Capacity**

to manage program. As the lead applicant, DEDO has a track record of effectively managing regional workforce development initiatives, including several significant sector partnerships.

DEDO serves as a convener or co-convener of existing sector partnerships included in TEC-P 2.0, (described below). Most relevant, DEDO was the lead applicant for a funded H-1B grant

(TEC-P) that concluded in 2019, less than five years ago. DEDO has the partnership structures in place that encompass communication and project management for effective and efficient

management of the project with all partners and staff. DEDO will partner with CUWA for overall coordination and project management of TEC-P 2.0. DEDO and grant partners have a

tested coordinated infrastructure to effectively manage programs like TEC-P 2.0 with the hub model. To manage TEC-P 2.0, DEDO will work with CUWA to assemble or leverage existing

teams of subject matter experts in business services, workforce intelligence and data, and TEC-P 2.0 program-specific leadership (advisory group). This follows the model initially designed for

the management of the funded H-1B grant TEC-P. Advisory group members are responsible for disseminating information, including tools and manuals, to all staff and partners within their local area based on the organization's standard operating procedures and existing dissemination channels. All working groups meet monthly, providing a platform to identify efficiencies and collective solutions on an ongoing basis. As new processes and procedures are successful, internal systems or policies are put in place so program activities are consistent, including reporting. This is embedded in the collaboration framework. To successfully facilitate and monitor TEC-P 2.0, DEDO will require quarterly local area reporting in addition to monthly calls, and provide access to a dedicated technical advisor. The technical advisor is able to support local areas in determining eligibility for participants or developing case management workflows. To apply procedures consistently, DEDO will collaborate with CUWA to develop a TEC-P 2.0 operations manual for the local workforce areas. The grants management systems and procedures used by DEDO, including procurement, have been developed by the City and County of Denver's Budget Management Office in alignment with state and federal requirements to ensure compliance and are monitored through a series of fiscal and programmatic checks and balances.

ii. Detailed organizational chart. An organizational chart is attached. **2) Reporting Systems. i. Timely and accurate reporting.** DEDO will meet all DOL reporting requirements and provide individual record-level data that would be made available for evaluation and national reporting purposes. To regularly assess progress toward performance goals, the existing Connecting Colorado (CC) database will be leveraged. CC is the state workforce system of record and has proved its ability to track and report on activities and outcomes through past performance, such as regular WIOA reporting and federal grant reporting for TEC-P. CC will be customized to meet the data and tracking needs of TEC-P 2.0, allowing for rigorous and ongoing assessment of

the program. The system has capabilities to report on efficacy of training programs, in-depth demographics and barriers to employment. A program code will be developed in CC specific to TEC-P 2.0 to allow individual participant-level tracking. DEDO will also collaborate with CUWA to leverage a team of data experts—the Workforce Intelligence and Data Expert (WIDE) group—combining the skills and knowledge of workforce data experts across the CCPR. WIDE meets monthly to assess labor market information and monitor the skills job seekers need to be successful. WIDE also presents labor market data to sector partnerships for validation. This group will be leveraged to monitor the identified participant performance goals in addition to the TEC-P 2.0 advisory group. WIDE has developed methodology for return on investment and long-term impact by examining wage growth, retention and other indicators. CC can deliver aggregate median wage outcomes for program participants up to 16 quarters after exit, allowing DOL to assess participants success up to four years after program completion. Existing management information systems, accounting, finance and communications teams will also monitor the results and assess program performance. DEDO utilizes the integrated financial system Workday, which provides a central location for recording proposals, transforming proposal budgets, reporting on awards against proposals and automating the post-award process. Additional systems used for financial reporting include: Kronos, Jaegger, Salesforce. Monthly expenditure reports are reviewed and analyzed with results considered in staffing and budgeting decisions. **PAST PERFORMANCE.** 1) **Lead applicant’s capacity.** DEDO, as the lead applicant, also led the coordination, implementation and administration of TEC-P. After seeing success from TEC-P with the hub model, the Colorado Department of Labor and Employment began to administer funds using this model. This system includes shared staff and resources across local areas, encouraging collaboration and efficiency. As a local workforce entity, DEDO

administers WIOA and other federally funded programs. Standard operations require sector-based work, with a team dedicated to partnering with businesses to train and/or hire workers based on industry skill shortages and demand. DEDO has led sector partnerships since 2012, serving as the convener or co-convener for six regional sector partnerships including the Denver Tech Talent Partnership, Greater Metro Denver Healthcare Partnership, Denver Metro Retail Partnership, Metro Denver Early Childhood Partnership, Denver Metro Construction Partnership and the Metro Manufacturing Partnership. Further evidence of DEDO's success delivering a funded H-1B grant is attached. **2) Experience developing education/training programs.** TEC-P 2.0 partners have had significant success enrolling participants, helping them secure employment and wage increases in middle- to high-skilled H-1B jobs. Of the 12 training partners, nine were partners in TEC-P, which enrolled 633 participants in training programs. Of those, 542 (85.6%) completed a program and 329 received a degree or credential. Approximately 70% of unemployed participants obtained employment, with an average wage of \$78,547. Additional partners in TEC-P 2.0 also have a history of successful enrollment and employment outcomes. The Community College of Denver (CCD) has been delivering training and education programs since 1967. The Center for Workforce Initiatives in CCD helps connect employers, workers, students and partners to innovative programming toward career advancement for working adults (including lower-income). The college graduated 1,238 students, awarding 660 certificates. **3) Past Performance.** DEDO achieved exceptional outcomes with TEC-P. Ending in 2019, 482 job seekers received services and were placed in employment. Participants went on to earn a total of \$48.36 million through December 2018. At a cost of \$6.17 million, this is a return of \$7.84 in worker earnings for every one public dollar spent. Past performance documentation is attached.

Lead Applicant Name: Denver Economic Development & Opportunity (DEDO) **Type:** Public Workforce Development Entity. **Location:** Denver, Colorado. **Employer Partners (Industry Sector – Information Technology [IT], Advanced Manufacturing [AM], Transportation [T]):** IT – Twilio, Silicon Mountain Technologies, C-Squared Computer Consulting, City of Arvada, Colorado Technology Association, Tech Talent Boulder, Tech Talent Denver
AM – Boeing, Manufacturer’s Edge, Independent Electrical Contractors - Rocky Mountain, EMP-Electro-Mechanical Products, Ardent Mills, NOCO Manufacturing Sector Partnership,
T - Apex Transportation, Aerospace and Aviation Sector Partnership (Transportation & AM, industry association). **Institutions of Higher Education/Training Partners (Industry Sector):** Front Range Community College (All), Community College of Aurora (All), Red Rocks Community College (All), Denver Office of Financial Empowerment (All), Community College of Denver (AM, IT), Emily Griffith Technical College (IT, AM) CrossPurpose (IT), Turing School of Software and Design (IT), General Assembly (IT), Arapahoe Community College (IT), Tectonic (IT), Twilio (IT), Office of Financial Empowerment (All). **Workforce Development Entities (Industry Sector):** DEDO – lead applicant: Denver Workforce Services (IT, AM), Adams County Workforce and Business Center (All), Arapahoe Douglas Works! (IT, AM), Workforce Boulder County (All), Larimer County Economic and Workforce Development (All), Jefferson County Business and Workforce Center (All), Employment Services of Weld County (All). **Optional Partners (Type, Industry):** Colorado Urban Workforce Alliance (Multi-regional workforce collaborative, all), Fort Collins Chamber of Commerce (Chamber of Commerce, all), PCs for People (501(c)3 non-profit providing computers and mobile internet for low-income individuals, all). **Geographic Scope:** Regional. Colorado counties: Adams, Arapahoe, Douglas, Boulder, Denver, Larimer, Jefferson, Clear Creek, Gilpin, Weld. **Qualified**

Opportunity Zone: Census tract 89.01 within Denver, Colorado (08001008901) **Total Funding**

Requested: 7,383,999.17. **Total Leveraged Funds:** \$1,869,117.00 or 25.3%. **Project**

Title/Name: Colorado Technology Employment in Colorado 2.0 (TEC-P 2.0). **Proposed**

Number of Participants to be Served: 750. **Summary of Program Activities:** Expand existing

sector partnerships in IT, AM and transportation (Aerospace/ Aviation); establish new

transportation sector partnerships; establish or expand industry-driven career pathways in H-1B

occupations; activate referral pipeline for program participants and employers; provide

employment, training and supportive services for target populations. **Targeted Populations to**

be Served: Unemployed and underemployed individuals, including workers ages 17–24, those

impacted by the recent economic downturn and incumbent workers when positions can be

backfilled with unemployed or underemployed individuals. **Targeted H-1B Industry Sectors:**

Advanced Manufacturing, Transportation, IT and IT-related. **Targeted H-1B Occupations:**

Targets result in or lead to H-1B occupations within priority occupational families (SOC): Comp.

& Math. (15), Bus. & Fin. Ops. (13), Trans. & Materials (53), Management (11), Const. &

Extraction (47), Healthcare & Tech (29), Life, Phy. & Soc. Sci. (19), Arch. & Engineering (17),

Production (51). **Credential(s) to be Awarded:** Illustrative sample: Security IT Associate,

CompTIA Security+, HUNT Analyst, Java, PMP/CAPM IT Project Manager, Cisco Certified

Network Associate, Scrum Master, AutoCAD, AWS SENSE; Apprenticeships such as: Mold

Maker, Electronics Technician, Water Quality Management, Software Developer. **New or**

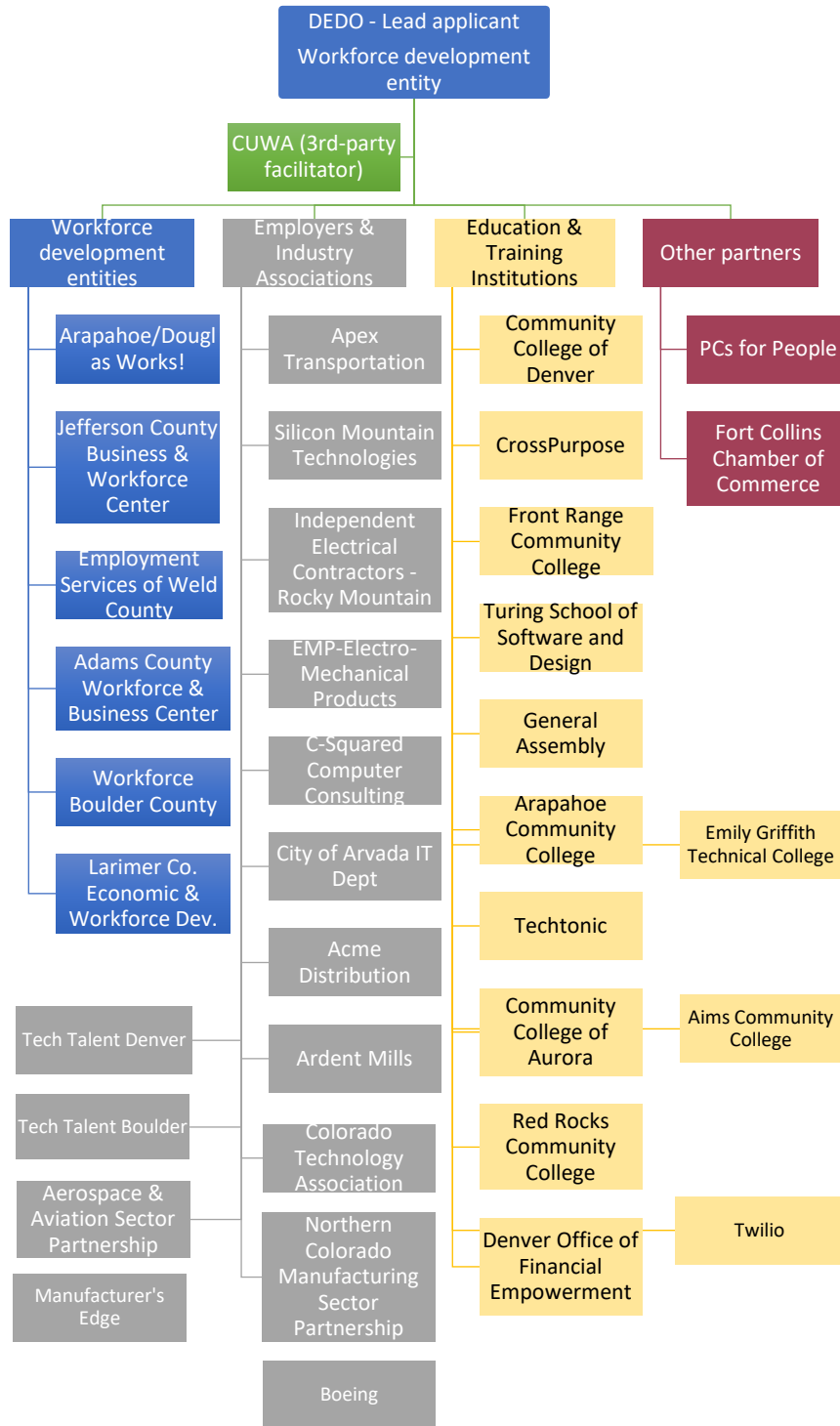
Existing Training Program: The project includes both an *existing* and *new* program. **Public**

Contact Information: Name, Title: Tony Anderson, Workforce Services Director, Denver

Economic Development and Opportunity Address: 101 W Colfax, Denver, CO 80202. Phone:

303-517-8556 Email: tony.anderson@denvergov.org

Attachment 2: Organizational Chart



Description of Partner Relationships

DEDO, an eligible workforce development entity, is the lead applicant and provides administrative and fiscal oversight for all partners. DEDO contracts with CUWA to serve as a third-party facilitator, who brings the partners together to ensure consistent and coordinated delivery of the program. CUWA facilitates monthly meetings, ongoing reporting and feedback processes, and provides programmatic and administrative oversight.

Local area partners are engaged through a contract and scope of work specified for the grant program. A TEC-P 2.0 advisory group is established via an MOU, with each local area dedicating one point of contact (“Grant Supervisor” or equivalent) responsible for delivering grant activities. The MOU outlines roles and responsibilities for all partners. This includes establishing working groups for:

- Marketing and website development, such as program branding and developing marketing plans
- Outreach strategies to develop recruitment strategies for participants and employers
- Education/training work group

Marketing and outreach will play a critical role in the recruitment of unemployed/underemployed, youth and our priority populations. In partnership with each one-stop network local area partners will develop and implement marketing and outreach plans that will allow Colorado to meet all program requirements.

As a local workforce area and workforce development entity, DEDO also performs the same functions as the local workforce area partners for program delivery. This includes activities such as serving or contracting services for TEC-P 2.0 program participants, convening sector partnerships, facilitating the development of career pathways, partnering with local employers for work-based learning and employment opportunities.

TEC-P 2.0 will partner directly with the local area Community Colleges and have received signed commitments from the Community College of Aurora, Community College of Denver, Front Range Community College, Arapahoe Community College and Red Rocks Community Colleges. Each of these institutions will serve as both a referral and training partner. Local areas already have established relationships with these Community Colleges through their presence on the Eligible Provider Training List and through a long-history of training our WIOA customers. The Colorado Community College system has shown the ability to be responsive to the needs of employers and played a key role as a training provider in the previous TEC-P grant.

Partner Staffing Plan

Workforce development entities

Each local workforce area partner, including the lead agency, employs or contracts the following positions for dedicated delivery of TEC-P 2.0.

- *Business Services Coordinator* or equivalent. Provides business outreach and project management, including marketing, promoting and adapting work-based learning processes for TEC-P 2.0. Organizes events and facilitates sector partnerships. Minimum qualifications include a Bachelor’s degree in Human Behavior Science or Business fields and/or one year of work experience developing business networks or B2B sales.

- *Career Specialist* or equivalent. Completes initial and ongoing assessments for TEC-P 2.0 program participants, including strengths, challenges, skills and goals. Conducts case management and facilitates individualized plans and supports for program participants. Minimum qualifications include a Bachelor's degree in Human Behavioral Science fields and/or one year of related work experience.
- *Grant Supervisor* or equivalent, who will represent the local area on the Project Advisory team. Administers personnel matters related to performance, hiring, work flows, and staff training. Conducts operational/performance assessments and provides strategic leadership for grant programs. Minimum qualifications include a Bachelor's degree in the Human Behavioral Science field and a minimum of three years Human Services related work experience, including at least one year of grant management and one year in a leadership role.

Employer partners

Each employer partner will identify a single point of contact for TEC-P 2.0 grant activities. The TEC-P 2.0 point of contact is responsible for coordinating with the local workforce area on grant activities. This includes participating in sector partnerships, contributing to career pathways development, validating credentials when appropriate, and reviewing and validating labor market data. The point of contact conducts or facilitates on behalf of the company any mentorship, OJT, work-based learning opportunities for program participants, including employment at the conclusion of training or education programs. Furthermore, employer partners agree to hire qualified participants of the TEC-P 2.0 program and to participate in all evaluation activities as required as a condition of grant funding, as applicable.

Higher education partners

Training and education partners support the delivery of TEC-P 2.0 by participating in sector partnerships to design education/training opportunities that align with career pathways. The partner provides a subject matter expert for the relevant career pathway to partner with industry leaders in designing curriculum and programming. Staff also serve as an important part of the recruitment pipeline to enroll program participants, including unemployed and underemployment individuals, and providing access to wraparound supportive services if needed. Referral systems are in place between the career counselors/enrollment staff at each partner organization, who conduct outreach and refer potential participants to the local workforce areas.

In addition to the Community College system, TEC-P 2.0 will engage other local industry recognized training providers including CrossPurpose, Emily Technical College, Turing School of Software and Design, General Assembly. Lastly TEC-P 2.0 will re-engage with nationally Registered Apprenticeship programs such as Twilio and Techtonic for additional training and employment pathways. All of these training providers will assist in the referral and training of eligible customers through a designated eligibility and pre-screening process.

Other partners

Other partners that will be critical to the success of TEC-P 2.0 will include our Sector Partnerships and Industry Associations including the Colorado Technology Association, the Northern Colorado Manufacturing Sector Partnership, Tech Talent Denver, Tech Talent Boulder, Manufacturer's Edge and the Fort Collins Area Chamber of Commerce. These partners will

contribute to the recruitment pipeline for TEC-P 2.0. This will include using current staff to inform local employers about training opportunities, coordinating employer input on training or curriculum, and supporting work-based learning opportunities. Additionally, these groups will serve an advisory role to contribute to career pathways development, validating credentials when appropriate, and reviewing and validating labor market data.

Strategic Partnership Management

Key positions that demonstrate DEDO's ability to manage a strategic partnership are described below.

Director – Workforce Services, DEDO. Tony Anderson. Tony has been the Director for two years, with approximately 11 years of experience within the workforce development system. He holds a Bachelor's Degree in Business Economics and is responsible for overall grant performance, providing supervision to the TEC-P 2.0 Project Manager, contractors and consultants.

Consultant. Liz Ojeda. Liz holds an MBA and has over 13 years of experience leading workforce programs under DEDO, including federal project oversight, workforce center operations, and grant management coordination. Liz administered TEC-P, a \$6.18 million U.S. Department of Labor H1B Ready to Work grant. She will provide technical assistance to DEDO and partners for the TEC-P 2.0 program implementation.

CUWA Director/Facilitator. Judith Emery. Judy has been the Director of CUWA for 6 years, a multi-regional collaborative that convenes 9 workforce Directors/Regions on cross regional workforce efforts and industry focused initiatives. Prior to this work, she successfully convened the Greater Metro Denver Healthcare Sector Partnership for 4 years as the Project Manager, a multi-regional sector initiative serving 7 of the largest hospital systems in the Denver Metro Area. She holds a Master's Degree in Education and has over 20 years of experience working on various federal, state and local initiatives within Colorado's Workforce System. Judy will be responsible for facilitating convening meetings, oversee the TEC-P 2.0 advisory group and provide programmatic and administrative oversight to ensure consistent and collaborative delivery of grant activities.

TEC-P 2.0 Project Manager. To be hired. The project manager will oversee all aspects of the program and will manage the contract service providers, coordinate with CUWA director/facilitator on sector development and expansion, career pathway development convenings, develop and manage project plans to achieve deliverables for program activities, identify project barriers/constraints/risks and provide recommendations to mitigate, operate project communication plans, facilitating improvement efforts, and managing key TEC-P 2.0 workplan and outcomes including quarterly reporting. Bachelor's degree required (Master's preferred), minimum of 3 years of grant management or related experience.

TEC-P 2.0 Project Administrator. To be hired. The project administrator will support the project manager in overseeing all grant specifications are met, serving as the primary contact for local workforce areas, supporting and facilitating implementation across all grant partners. This role

coordinates marketing efforts for employers and participants, including outreach approach and materials. They provide administrative support for project advisory meetings, facilitate career pathway development convenings and sub-committee meetings, and operationalize all processes and procedures across partners. Minimum qualifications include a Bachelor's Degree in relevant field and 2 years of prior grant administration experience.

Quality Assurance Manager. Todd Nielsen. Todd has 20 years of workforce development experience, including 5 years of data analysis experience. He will be responsible for assisting with the data requirements of the grant program, including ensuring Connecting Colorado is properly tracking enrollments and services provided to participants. Todd is the co-chair of WIDE and also conducts monitoring coordination for federal and local workforce programs. This will include monitoring of TEC-P 2.0.

Fiscal Manager. Laddie Somorin. Laddie is a seasoned finance executive with over 20 years of experience in manufacturing and internal controls. This includes operations finance, financial planning and analysis, grants management, including Community Development Block Grant program, emergency financial planning, financial reporting systems, and both financial strategy and long term budgetary oversight. Laddie holds an MBA in Finance and a Bachelor's Degree in Accounting and will be responsible for financial oversight and reporting for TEC-P 2.0.

Fiscal Administrator. Fanta Harkiso. Fanta holds a Bachelor's and Master's degree in Accounting and has 7 years of experience in grant accounting with the City and County of Denver. This includes applying rules, regulation and accounting principles to efficiently manage federal, state, local and private grants. Fanta has experience preparing ETA 9130 reports for the U.S. Department of Labor, expenditure report/drawdown to federal, state and other private grantors. Fanta will conduct the fiscal administration and reporting requirements for TEC-P 2.0.

Contracts Manager. Lisa Valdez. Lisa has 25 years of workforce experience working within federal, state and locally funded programs, including 4 years of contracts management experience developing requests for information or proposals, vendor agreements, inter-governmental agreements, and revenue agreements. Lisa will be responsible for overseeing and administering contracts for TEC-P 2.0.

Auditor. Dan Fechter Strong accounting professional with a Master's Degree focused in Accounting from Colorado State University. 5 years of experience conducting performance, financial, compliance, and contract audits and evaluations of city organizations and programs. Designs audit procedural plans, which includes developing overall purpose, timeline, and criteria standards, defining scope of work and objectives, and determining fieldwork activities. Prepares and presents final audit reports to stakeholders and client organizations. Researches best practices, performance benchmarks, industry trends, applicable laws, policies, procedures. Applies audit procedures, methodologies, and generally accepted auditing standards in examining records and documents, evaluating operational efficiencies, effectiveness, and internal controls to ensure transactions are properly recorded and in compliance of policies and procedures.

Attachment 6: Project Work Plan Table

GOAL #1	Establish program infrastructure and staffing for grant administration		
Activity: Planning period, launch activities	Hire Project Manager and Project Administrator Train staff Complete all partnership contracts Develop marketing and outreach plan Develop local policy, processes and procedures Develop data reporting processes and system of record modification	Lead/Support Implementer(s).	Lead: DEDO Support: Local Area Partners, CUWA, contractors
Deliverable(s): Contracts signed, staff hired, trained and program launch	Project manager and program staff hired, on-boarded, and in place Partnership contracts executed Marketing and outreach plan in place Operations manual in place Connecting Colorado program and data sharing system in place Contractor procurement completed		
Milestones	Timeframe	Deliverable Dates	
New staff start dates	Q1	Start:	<i>Start date of grant</i>
Staff trainings	Q1	End:	Q2
Signed contracts	Q2	Annual Costs	
Completed marketing and outreach plan	Q2	Year 1	\$ 201,136.02
Local policy and procedures complete and approved via operations manual	Q2	Year 2	\$
Connecting Colorado modifications complete	Q1	Year 3	\$
		Year 4	\$
		TOTAL	\$ 201,136.02
GOAL #2	Existing or newly created Sector Partnerships support and provide input on program design		

	<i>and delivery</i>		
Activity: Sector partnership (SP) planning and activities	<i>Engage existing Sector Partnerships and create sub-committees Convene newly identified Sector Partnerships in targeted sectors (e.g. transportation) Collaborate with industry-recognized education/training providers on program design and establishing career pathways</i>	Lead/Support Implementer(s).	<i>Lead: DEDO Support: CUWA, Local Area Partners and Sector Partnerships, including business and education/training partners</i>
Deliverable(s): Establish structure for SP support	<i>Implementation plans established for sector partnerships based on outcome metrics and required grant activities Quarterly reviews and updates on training and employment activities Quarterly collaborative meetings with sector leaders</i>		
Milestones	Timeframe	Deliverable Dates	
Sector Partnership convening meetings scheduled	Q2	Start:	Start date of grant
Identified SP role, commitments and structure to support defined activities (e.g. implementation plan)	Q3	End:	End of grant
Engage SP in training and employment activities	Q3-End (quarterly reviews and updates)	Annual Costs	
Collaborative meetings with sector leaders on required grant activities	Q3-End (quarterly)	Year 1	\$ 67,045.34
		Year 2	\$ 68,183.39
		Year 3	\$ 68,553.62
		Year 4	\$ 66,457.45
		TOTAL	\$ 270,239.80
GOAL #3	<i>Referral pipeline for program participants and employer partners</i>		
Activity: Outreach and pipeline development	<i>Identify and activate referral pipeline through community organizations, education/training providers, local workforce area partners, business partners</i>	Lead/Support Implementer(s).	<i>Lead: DEDO Support: CUWA, Local Area Partners, education/training providers, business partners</i>
Deliverable(s): Outreach plan	<i>Participant outreach plan, including how partners will build or contribute to the enrollment</i>		

	<i>pipeline</i> <i>Establish eligibility and screening requirements</i> <i>Develop marketing materials and program branding</i> <i>Established referral systems and processes</i> <i>Identify new and expanding businesses in targeted sectors</i> <i>Economic partner outreach plan, including chambers of commerce, economic development agencies, and trade organizations</i>		
Milestones	Timeframe	Deliverable Dates	
Outreach plan established for local workforce areas, detailing who and how they will engage their job seekers and employer community to support program activities	Q2	Start:	Start date of grant
Local workforce area partner network convening to develop specific processes for referral and enrollment to program services, including data systems and employer community partners	Q2	End:	End date of grant
Referrals resulting in active enrollments into the program, including referrals tracked in Connecting Colorado	Q3-End - Ongoing. Referrals will happen on an ongoing basis based on their volume of program eligible customers	Annual Costs	
TEC-P 2.0 website in place, print and online marketing materials developed	Q3	Year 1	\$ 67,045.34
		Year 2	\$ 68,183.39
		Year 3	\$ 68,553.62
		Year 4	\$ 66,457.45
		TOTAL	\$ 270,239.80

GOAL #4	<i>Active program enrollment into education, training and employment activities</i>		
Activity: Training, education and job placement for participants	<i>Targeted participants are enrolled and provided case management, supportive</i>	Lead/Support Implementer(s).	<i>Lead: DEDO Support: Local Area</i>

	<i>services, and employment and training opportunities pursuant to the performance outcomes.</i>		<i>Partners/Education and Training Providers/Employer Partners/Community referral partners</i>
<i>Deliverable(s): Participants are enrolled, trained and enter employment in HIB industries and occupations</i>	<i>Quarterly updates on program activities and outputs/outcomes</i>		
<i>Milestones</i>	<i>Timeframe</i>	<i>Deliverable Dates</i>	
Participants enrolled	Q3-End. Ongoing with quarterly updates	<i>Start:</i>	Q3
Employment plans developed	Q3-End. Ongoing with quarterly updates	<i>End:</i>	End date of grant
Training activities occurring	Q3-End. Ongoing with quarterly updates	<i>Annual Costs</i>	
Training completions	Q3-End. Ongoing with quarterly updates	<i>Year 1</i>	<i>\$ 1,126,978.28</i>
Employment	Q3-End. Ongoing with quarterly updates	<i>Year 2</i>	<i>\$ 1,385,827.49</i>
Co-enrollment, including braided and blended	Q3-End. Ongoing with quarterly updates	<i>Year 3</i>	<i>\$ 1,393,352.37</i>
		<i>Year 4</i>	<i>\$ 1,350,747.84</i>
		<i>TOTAL</i>	<i>\$ 5,256,905.98</i>

<i>GOAL #5</i>	<i>Program compliance through implementation of strategic, data-driven performance monitoring</i>		
<i>Activity: Data monitoring, compliance and reporting</i>	<i>Data tracking and ongoing performance reporting</i>	<i>Lead/Support Implementer(s).</i>	<i>Lead: DEDO Support: CUWA, WIDE group</i>
<i>Deliverable(s): Quarterly performance measure reports, final report</i>	<i>Submission of DOL quarterly performance and final project report Monthly performance updates with local area directors facilitate by CUWA Monthly performance updates with local area program staff (advisory group) facilitated by DEDO Monthly performance updates with statewide data experts (WIDE group), including alignment to Connecting Colorado data systems</i>		
<i>Milestones</i>	<i>Timeframe</i>	<i>Deliverable Dates</i>	
Monthly performance reports from DEDO and WIDE	Q2-End. Ongoing monthly	<i>Start:</i>	Start date of grant
Quarterly DOL performance measure	Q2-End. Ongoing quarterly	<i>End:</i>	End date of grant

reports from DEDO and local areas			
Monthly assessment of performance and mitigation of issues	Q2-End. Ongoing monthly	Annual Costs	
Quarterly analysis of all data gathered across the project	Q2-End. Ongoing quarterly	Year 1	\$ 162,467.22
Annual participation in all DOL and DEDO evaluation activities	Q4-End. Ongoing annually	Year 2	\$ 182,390.57
		Year 3	\$ 183,380.94
		Year 4	\$ 177,773.70
		TOTAL	\$ 706,012.43

Attachment 3: Performance Outcomes Table

A. H-1B PERFORMANCE OUTCOME MEASURES		
	Performance Outcomes Targets	Performance Outcomes Targets
1	Total participants served	750
2	Total participants enrolled in education/training activities	662
3	Total participants who complete education/training activities	629
4	Total participants who complete education/training activities and receive a degree, or other type of credential	450
5	Total number of unemployed and underemployed participants who complete education/training activities and obtain employment	472
6	Total number of incumbent worker participants who complete training activities and that advance into a new position	50
B. WIOA Primary Indicators of Performance		
	Measure	Rate (Total 4-year period)
	Employment Rate – 2nd Quarter After Exit	79.6%
	Employment Rate – 4th Quarter After Exit	72.6%

Attachment 4: Past Performance Chart

Name of Previous Grantor Organization: Department of Labor Employment and Training Administration ..			
Grantor Contact Name: Edgar Garcia, Federal Project Officer, Garcia.edgar@dol.gov , 972-850-4650			
Project Title and Grant Number: H-1B Ready to Work Partnership Grant SGA/DFA PY-13-07 Technology Employment in Colorado Partnership (TEC-P)			
Grant Description: Upskill and reskill participants in IT and Advanced Manufacturing			
Project Period of Performance: 10/1/14 thru 3/31/2019			
Number of Participants Actually Enrolled: 674			
Population Served: Unemployed and Underemployed			
Performance Goals			
Metric	Performance Goal (from completed grant agreement)	Performance Outcome	Result (shown as Performance Outcome /Performance Goal and%)
<i>Total Participants Served</i>	593	674	$674/593 = 114\%$
<i>Incumbent Worker</i>	55	59	$59/55 = 107\%$
<i>Total Participants enrolled in Education/Training activities</i>	508	633	$633/508 = 125\%$
<i>Total Participants completing education/training activities</i>	508	542	$542/508=107\%$
<i>Total Participants completing education/training activities and receive a degree or other credential</i>	338	329	$329/339 = 97\%$
<i>Total Number of unemployed participants who obtain employment</i>	458	440	$440/458 = 96\%$
<i>Total number of incumbent worker participants who advance into a new position</i>	47	22	$22/47 = 47\%$
<i>Average wage that participants will earn at</i>	\$63,280	\$78,547.00	$\$78,547/\$63,280=124\%$

<i>placement</i>			
<i>*Total participants who enrolled in intensive services only</i>	30	66	66/30 = 220%
<i>Total participants who completed intensive services only and obtained employment</i>	26	66	66/26 = 254%
<i>*Not Required for Reporting: Median wages Q4 after exit</i>	NA	NA	518 employed \$67,688.00

Spending Rate Analysis

Grant Funds Received:	Grant Funds Spent by end of Original Period of Performance:	Total Spent / Total Grant Funds	Percentage Rate of Spending:
\$6,172,569.00	\$6,168,696.81	\$6,168,696.81/ \$6,172,569.00	99.84%

Cost Per Positive Outcome (Provide calculation):

Total funding / the number of program participants

\$6,172,569 total grant funding / 674 participants = \$9,158.11 cost per participant

Return on Investment: \$7.84 for every dollar spent.

Over the life of the grant, participants went on to earn a total of \$48.36 million through December 2018. At a cost of \$6.17 million, this is a return of \$7.84 in worker earnings for every one public dollar spent.

Grantor: United States Department of Labor
Budget Period: February 1, 2021 through January 31, 2025
Grant Name H-1B One Workforce Grant Program
Denver Contract Number OEDEV-202157826-00
Grant Amount: \$7,383,999.00

1. Notwithstanding any other term or condition hereof, the Recipient is the City and County of Denver, a Colorado municipal corporation, on behalf of the division of Denver Workforce Services located within the office of Denver Economic Development and Opportunity, and Recipient represents it is a “public entity” within the meaning of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended (“Immunity Act”).

2. Notwithstanding any other term or condition of the Grant Agreement, the obligation of the Recipient for all or any part of any payment obligations pertaining to the Grant Agreement, whether direct or contingent, over and above expenditure of the funds received from the Grant Agreement, shall only extend to utilization and payment of monies duly and lawfully approved and appropriated for the purpose of the Grant Agreement by the City Council of the Recipient and paid into the Treasury of the Recipient. The Grantor acknowledges that (i) the Recipient does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the Recipient. If applicable, the Recipient has committed matching funds for this Grant Agreement in the amounts stated herein.

3. It is expressly understood and agreed that enforcement of the terms and conditions of this Grant Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Grantor and Recipient, and nothing contained in this Grant Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Grant Agreement. It is the express intention of the Recipient that any person or entity other than the Recipient receiving services or benefits under this Grant Agreement be deemed to be an incidental beneficiary only.

***Remainder of page left intentionally blank.
Signatures follow.***

Contract Control Number: OEDEV-202157826-00
Contractor Name: U.S. Department of Labor Employment and Training Administration

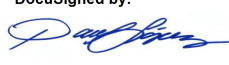
IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 3/24/2021


SEAL



CITY AND COUNTY OF DENVER:


ATTEST:

DocuSigned by:

40139590DD254C3...
Clerk and Recorder/Public Trustee
Paul López

By: DocuSigned by:

62CFD402508445C...
Mayor
Michael B. Hancock

APPROVED AS TO FORM:

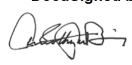
Attorney for the City and County of Denver

By: DocuSigned by:

5A00283D7E75445...
Assistant City Attorney
Bradley Neiman

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:

075CC37373564C1...
Chief Financial Officer
Brendan J Hanlon

By: DocuSigned by:

0260604F0B7046D...
Auditor
Timothy M. O'Brien

Contract Control Number:
Contractor Name:

OEDEV-202157826-00
U.S. Department of Labor Employment and Training
Administration

By: VENDOR SIGNATURE NOT NEEDED

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT C

FISCAL SYSTEM DESIGN:

This section is designed to provide the financial and administrative requirements applicable to federally funded programs functioning as required partners in the One-Stop system. It contains the common requirements for grants and financial management found in OMB Uniform Guidance 2 CFR § 200 and DOL Exceptions 2 CFR § 2900.

1.1 Cost Principles, Allowable Costs and Unallowable Costs

- 1.1.1 Costs must be necessary and reasonable. Any cost charge to a grant must be necessary and reasonable for the proper and efficient performance and administration of the grant. A grantee or sub awardee is required to exercise sound business practices and to comply with its procedures for charging costs.
- 1.1.2 *Costs must be allocable:* A grantee may charge costs to the grant if those costs are clearly identifiable as benefiting the grant program. Costs charged to the grant should benefit only the grant program, not other programs or activities. In order to be allocable, a cost must be treated consistently with like costs and incurred specifically for the program being charged. Shared costs must benefit both the ETA grant and other work and be distributed in reasonable proportion to the benefits received.
- 1.1.3 *Costs must be authorized or not prohibited under Federal, State, or local laws or regulations:* Costs incurred must not be prohibited by any Federal, State, or local law.
- 1.1.4 *Costs must receive consistent treatment by a grantee:* A grantee must treat a cost uniformly across program elements and from year to year. Costs that are indirect for some programs cannot be considered direct ETA grant costs.
- 1.1.5 *Costs must not be used to meet matching or cost-sharing requirements:* A grantee may not use federally funded costs, whether direct or indirect, as match or to meet matching fund requirements unless specifically authorized by law.
- 1.1.6 *Costs must be adequately documented:* A grantee must document all costs in a manner consistent with GAAP. Examples include retaining evidence of competitive bidding for services or supplies, adequate time records for employees who charge time against the grant, invoices, receipts, purchase orders, etc.
- 1.1.7 *Costs must conform to ETA grant exclusions and limitations:* A grantee or sub-grantee may not charge a cost to the grant that is unallowable per the grant regulations or the cost limitations specified in the regulations.

2.1 Cash Management

Disbursements shall be processed through the City and County of Denver's Office of Denver Economic Development & Opportunity (DEDO) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.

- 2.1.1 The method of payment to the Contractor by DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor must submit expenses to DEDO on or before the last day of each month for the previous month's activity.

- 2.1.2 Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with DEDO policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
- 2.1.3 The Contractor shall submit the final voucher for reimbursement no later than thirty (30) days after the end of the contract period.
- 2.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget within the Scope of Work.
- 2.1.5 The standardized DEDO “Expense Certification Form” should be included with each reimbursement or draw-down request.

3.1 Expense Guidelines

3.1.1 Payroll

- 3.1.1.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 3.1.1.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
- 3.1.1.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

3.1.2 Fringe Benefits

- 3.1.2.2 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker’s compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

3.1.3 Food Purchases – will not be reimbursed.

3.1.4 Administration and Overhead Cost - Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented

in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by DEDO.

4.1 Per Diem and Travel Expense Limitation

- 4.1.1 Service providers are required to develop and maintain policies regarding compensation for staff and participant travel costs. Meals, lodging, rental cars, airfare, mileage for employee-owned cars, and other travel expenses may be paid for staff and participants who travel as part of their job, training activity or grant purpose.
- 4.1.2 Documentation of the purpose and cost of travel must be maintained. The documentation should include the time of travel in order to compute and verify allowed per diem amounts. No employee may be reimbursed for expenses incurred in going to and from work. Lunches and/or dinners in your home office city outside the scope of an agenda are prohibited.

5.1 Procurement, Inventory and Disposal

- 5.1.1 Service providers are delegated authority to make purchases of equipment, supplies and services as described below. Service providers are responsible for ensuring the vendors selected are not debarred or suspended by checking the information on the following federal government website: <http://epls.arnet.gov>.
 - 5.1.1.1 *Micro Purchases* – under \$3,000. All service providers may purchase items with a value of less than \$3,000 using any open and fair procurement method that best meets the agency’s needs. The method should assist the service provider in obtaining a high quality product for a fair price. Documentation should be maintained of the need for the item and its benefit to the program.
 - 5.1.1.2 *Limited Solicitation for Services* - Purchases between \$3,001 to \$25,000. Service providers must maintain a fair and open procurement process meeting the criteria for small purchases. This requires a documented solicitation from a minimum of three viable sources, if available, either orally or in writing. In addition, the service provider must obtain and document prior approval from the Bureau for the purchase, and maintain documentation of the following: bid and rating criteria; advertising and public notice of the bid opportunity; responses received; and reason for the decision.
 - 5.1.1.3 *Formal Competition* - Large Purchases over \$25,000 for services and \$50,000 for supplies. Large purchases are typically included in the provider agreement as part of the major purpose of the provider agreement, although this is not a requirement. Large purchases are subject to all the requirements of medium purchases, and in addition must use a formal, closed-bid procurement process. Service providers must obtain and document prior approval from DEDO.
 - 5.1.1.4 *Inventory*- Service providers must maintain physical control of the asset to ensure adequate safeguards are in place to prevent loss, damage or theft of property. Adequate maintenance procedures must be in place to keep the property in good condition.
 - 5.1.1.5 *Disposition Service* - Providers may dispose of equipment and supplies according to agency policy when the fair market value of the equipment unit, or the aggregate fair market value of the supplies, is less than \$5,000.

6.1 Program Income

- 6.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the

sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.

- 6.1.2 Program income which was not anticipated at the time of the award may be added to the award and must be used for the purposes and under the conditions of the award. The cost of generating program income must be subtracted from the amount earned to establish the net amount of program income available for use under the award when these costs have not been charged to the program. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 6.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY DEDO, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by DEDO.

7.1 General Reimbursement Requirements

- 7.1.1 *Invoices:* All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

8.1 Financial Management Systems

The Contractor must maintain financial systems that meet the following standards:

- 8.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 8.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 8.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
- 8.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.

- 8.1.5 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 8.1.6 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 8.1.7 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 8.1.8 The Contractor shall participate, when applicable, in DEDO provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

9.1 Audit Requirements

- 9.1.1 The Contractor is responsible for independent annual audits of its Agreement and costs associated therewith. If a Contractor qualifies under the Single Audit Act amendments of 1996, the Contractor shall have an audit conducted in accordance with Office of Management and Budget (OMB) Uniform Guidance § 2 CFR Part 200 Subpart F and the applicable audit standards set forth in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General of the United States.
- 9.1.2 Any audit findings in connection with this Agreement shall be resolved with the City and County of Denver within 180 days of the publication of the final audit report. the City and County of Denver may, in its sole discretion, also require additional audits.
The Contractor will pay these additional costs.
- 9.1.3 Responsibility for audit costs and for maintaining complete financial records remains with the Contractor.
- 9.1.4 Service providers having a single audit conducted are to inform the auditing firm that audits are to be made in accordance with the:
 - *Generally Accepted Governmental Auditing Standards (GAGAS)*
 - *OMB Uniform Guidance 2 CFR § 200 Subpart F*
 - *AICPA Generally Accepted Auditing Standards*

10.1 Budget Modification Requests

- 10.1.1. Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, and which do not increase the total funding to the Contractor or affect outcomes identified in Exhibit A, may be finalized and incorporated into the Agreement upon written notification by the Contractor to DEDO, and shall be effective as of the subsequent monthly payment to the Contractor. Minor modifications to the services provided by Contractor or changes to each line item budget in excess of the ten percent (10%) threshold, and which do not

increase the total funding to Contractor or affect outcomes identified in Exhibit A, may be finalized and incorporated into the Agreement with prior written approval by DEDO, which approval shall specify the effective date of such minor modification. All such minor budget and service modifications shall require concurrent submittal by Contractor of: 1) written justification necessitating such minor modification(s); and 2) updated budget documents in the form approved by the City. All other modifications to the Agreement, including, without limitation, any modification to the budget or services that requires an increase in the total funding, shall be evidenced by a written amendment to the Agreement executed by the Contractor and the City in the same manner as the original Agreement.

10.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to DEDO at least three (3) months prior to the conclusion of the term of the Agreement, unless waived in writing by the DEDO Director.

11.1 Bonding

11.1.1 DEDO may require adequate fidelity bond coverage, in accordance with § 24 C.F.R. 84.21, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

12.1 Records Retention

12.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.

12.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

12.1.3 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.

12.1.4 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

13.1 Contract Close-Out

13.1.1 All Contractors are responsible for completing required DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within thirty (30) days after the Agreement end date, or sooner if required by DEDO in writing.

13.1.2 Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of the Agreement.

13.1.3 DEDO will close out the award when it determines that all applicable administrative and all required work of the Agreement have been completed.

14.1 Collection of Amounts Due

14.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, DEDO may: 1) Make an administrative offset against other requests for reimbursements, 2) undertake any other action permitted by law.

**EXHIBIT D
COMBINED CERTIFICATION AND VERIFICATION AFFIDAVIT**

I, _____, Contractor, in compliance with §8-17.5-102, C.R.S., and with §24-76.5-103, C.R.S., swear or affirm under penalty of perjury under the laws of the State of Colorado the following:

1. I am over eighteen years of age and am competent to make this Combined Certification and Verification Affidavit (the "Affidavit").
2. At the time of the execution of this Affidavit:
 - a. I, as Contractor, do not knowingly employ or contract with an illegal alien.
 - b. I, as Contractor, have participated or attempted to participate in the Systematic Alien Verification of Entitlement "SAVE" Program in order to verify that I do not employ any illegal aliens.

3. In addition, I further swear or affirm that (check one):

_____ I am a United States citizen, or

_____ I am a legal permanent resident of the United States, or

_____ I am an alien lawfully present in the United States pursuant to Federal law.

4. I understand that the sworn statement set out in Section 3 of this Affidavit is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statutes §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature of Contractor

DATE: _____, 20__.

EXHIBIT E

EXECUTIVE ORDER NO. 94

TO: All Departments and Agencies Under the Mayor
FROM: Michael B. Hancock, Mayor
DATE: June 1, 2020
SUBJECT: City and County of Denver Employees' Alcohol and Drug Policy

PURPOSE: As an employer, the City and County of Denver (City) is required to adhere to various federal, state, local laws and regulations regarding alcohol and drug use. The City also has a vital interest in maintaining a safe, healthy and efficient environment for its employees and the public. Being under the influence of, subject to the effects of, or impaired by alcohol or drugs on the job may pose serious safety and health risks to the employee, his or her co-workers and the public. Additionally, the possession, use, or sale of an illegal drug in the workplace poses an unacceptable risk to the safe, healthy and efficient operation of the City.

The City provides employee assistance through outside providers and Department of Safety psychologists (for uniformed personnel), all of whom offer help to employees who seek assistance for alcohol and/or drug use and other personal or emotional issues.

POLICY: It is the policy of the City to maintain a safe and healthy work environment by prohibiting the use of alcohol and illegal drugs in the workplace. Employees who consume alcohol or illegal drugs on City property, or who work while under the influence of, subject to the effects of, or impaired by drugs or alcohol, pose a serious safety risk to themselves and those around them. The City has both the right and the obligation to maintain a safe and healthy working environment for its employees by adhering to applicable federal, state and local law, and by enforcing the rules set forth in this Executive Order.

It is also the policy of the City to take a strong stand against driving under the influence of alcohol or drugs. Traffic-related deaths and injuries have risen to unacceptable levels across the country and many of those deaths and injuries are attributable to drunk and drug-impaired driving. The City is constantly striving to make its roads safer by various means, which include promoting a culture of traffic safety. It is antithetical to those efforts for the City to tolerate drunk and drug-impaired driving by any of its employees at any time.

City employees who violate this Executive Order may be subject to disciplinary action, up to and including dismissal. Moreover, the failure of a managerial or supervisory employee to enforce this Executive Order may result in disciplinary action against the manager or supervisor, up to and including dismissal.

RESPONSIBLE AUTHORITY(S): City Attorney

This executive order, effective on the above date, establishes and confirms the policy of the City concerning the problem of drug and alcohol use in the workplace, as well as unlawful off-duty alcohol and drug driving offenses. On the date it becomes effective, this executive order supersedes all previous enacted alcohol and drug executive orders.

I. PROHIBITIONS FOR ALL CITY EMPLOYEES INCLUDING CLASSIFIED MEMBERS OF THE POLICE AND FIRE DEPARTMENTS.

A. Alcohol

Employees are prohibited from consuming, being under the influence of, or impaired by alcohol while performing City business, driving a City vehicle or on City property.

There are seven circumstances under which these prohibitions do not apply.

1. An employee is not on duty **and** attending an officially sanctioned private function, e.g., an invitation-only library reception.
2. An employee is attending an officially sanctioned public function on City property at which alcohol is served (e.g., a reception hosted by the Mayor to honor a departing appointee) and is not impaired by or under the influence of alcohol.
3. An employee is not on duty and at a City location as a customer, e.g., playing golf on a City course.
4. An employee is a member of the Police Department and as a part of the employee's official duties, consumes alcohol in accordance with Police Department procedures.
5. The Mayor and any accompanying employee, while hosting dignitaries on City property during or outside of regular business hours, consumes alcohol in honor of the dignitaries' tradition or culture of ceremoniously sharing alcohol with their host, and is not impaired by or under the influence of alcohol.
6. An employee is performing City business outside of the employee's regular business hours while attending a business-related event, and the employee is not driving a City vehicle to or from the event and is not impaired by or under the influence of alcohol during the event.
7. An employee is performing airport related business during or outside of regular business hours:
 - a. while attending an event hosted or officially sanctioned by the Department of Aviation at which alcohol is served **and** is not impaired by or under the influence of alcohol; **or**
 - b. while on international or interstate airport related business travel; **and** the employee is not impaired by or under the influence of alcohol **and** the employee is an appointed or elected Charter officer or an appointee thereof, a department or agency head, or has the permission of his or her appointing authority.

The alcohol levels defined by the state legislature that may be amended from time to time for defining "under the influence of alcohol" and "impaired by alcohol" are adopted here for purposes of this executive order.

Employees holding Commercial Driver's licenses (CDL) are **also** subject to the alcohol levels defined by the Department of Transportation (DOT) regulations that may be amended from time to time for "under the influence" which are adopted here for purposes of this executive order.

Current alcohol level definitions are contained in the Addendum of this Order. If the alcohol level definitions contained in the Addendum to this Order conflict with the definitions provided by state law and the DOT regulations, the state law and DOT regulations will control.

B. Legal Drugs

1. Employees who operate vehicles or dangerous equipment or perform safety-sensitive functions as part of their essential duties and who are taking or intend to take prescription medication that is identified as a controlled substance in the schedules of controlled substances (Title 21 C.F.R. § 1308.12-15), or that may otherwise affect their performance, are prohibited from performing their safety-related duties unless and until they have completed the disclosure and clearance process set forth below. The types of drugs identified in the schedules of controlled substances include, but are not limited to, opiates, depressants, narcotic drugs, anabolic steroids, stimulants and hallucinogenic substances.
2. The disclosure and clearance process requires that all such employees do the following:
 - a. Notify their supervisor, the Agency's Human Resource professional, or the Agency's Safety Officer in advance of performing their duties that they intend to take or are currently taking (on or off duty) prescription medication that is a controlled substance or may otherwise affect their job performance, and that medical clearance is needed. No additional medical information needs to be disclosed at this time, nor should it be requested.
 - b. Schedule and participate in an interview with the Medical Director of the Occupational Health and Safety Clinic (OHSC), or their delegee, the purpose of which is to enable the Medical Director or delegee to confirm the validity and limitations of the prescription medication and determine whether the use of the controlled substance as prescribed will adversely affect their ability to safely perform their job duties.
 - c. Obtain clearance from the Medical Director or delegee to perform their regular duties while taking the prescription medication, and report their clearance to their supervisor, Agency Human Resources professional or Agency Safety Officer.
3. It shall be the employee's responsibility to initiate and comply with this disclosure and clearance process and to cooperate with the supervisor, Agency Human Resource professional or Agency Safety Officer, and the Medical Director or delegee, to allow for a prompt determination to be made. Employees who fail to comply with the disclosure and clearance process may be subject to disciplinary action, up to and including dismissal.
4. If appropriate, the Medical Director or delegee may request a medical release from employees seeking prescription medication clearance for the purpose of contacting the prescribing physician.
5. Employees who operate vehicles or dangerous equipment or perform safety-sensitive functions as part of their essential duties and who regularly take prescription medications described in paragraph B(1), above, are required to comply with the disclosure and clearance process on an annual basis, and any such earlier

time as a change is made to their prescription that may affect or further affect their ability to perform their safety-related duties.

6. Employees who are currently taking prescription medications described in paragraph B (1), above, may be required to use paid leave, or if no such leave is available, authorized unpaid leave, pending completion of the disclosure and clearance process.
7. The OHSC and/or the Agency's Human Resources personnel shall keep the medical records that disclose the identity of the legal drug confidential in accordance with state and federal laws.
8. Marijuana is **not** considered a legal drug for purposes of this Executive Order No. 94, even if a physician has recommended marijuana for medical reasons. Please refer to Section I (C)(3), below.

C. Illegal Drugs

1. Employees are prohibited from consuming, being under the influence of, subject to the effects of, or impaired by illegal drugs while performing City business, while driving a City vehicle or while on City property.
2. Employees are also prohibited from selling, purchasing, offering, transferring or possessing an illegal drug while performing City business, while driving a City vehicle or while on City property. There is one exception to this prohibition. An employee of the Classified Service of the Police and Fire Departments or the Denver Sheriff's Department may, as a part of his or her official duties, sell, purchase, transfer or possess illegal drugs in accordance with the employee's department procedures.
3. Although Colorado state law has de-criminalized the use, possession, sale and cultivation of recreational and medical marijuana by certain individuals subject to various limitations and restrictions, those laws do not require employers to accommodate or permit such use, possession, sale, etc., of marijuana in the workplace. In addition, marijuana currently remains an illegal drug under federal law. As such, for the purposes of this Executive Order, marijuana is still considered an "illegal drug," even when used for medical purposes.
4. Prescription drugs obtained or used illegally constitute an "illegal drug" for the purposes of this Executive Order.
5. The illegal drug cut-off levels established by the DOT regulations, that may be amended from time to time, are adopted here for purposes of this executive order. Current illegal drug levels are contained in the Addendum to this Order. If there is a conflict between the illegal drug levels established by the DOT regulations, and those contained in the Addendum to this Order, the DOT regulations will control.

II. DRUG AND ALCOHOL TESTING

A. Pre-Employment/Pre-Placement Testing

1. The City may implement, with the City Attorney's approval, pre-employment screening practices designed to prevent hiring or promoting individuals into job positions whose:
 - a. use of illegal drugs may affect the public health or safety; and
 - b. use of alcohol or legal drugs indicates a potential for impaired or unsafe job performance where the public health or safety may be affected.

The Civil Service Commission, Office of Human Resources, OHSC or interviewing agency shall inform a job applicant of these pre-employment screening practices prior to such screening.

2. At a minimum, testing for illegal drugs and controlled substances shall be conducted before any person hired for a position defined as safety-sensitive or requiring a CDL shall be allowed to perform the duties of such position. In addition, candidates or employees for such positions may be tested for alcohol.
3. Refusal by an applicant to submit to a pre-employment test shall result in denial of employment.
4. Pre-employment/Pre-placement test results:

- a. **Alcohol**

Where alcohol use is detected, employment may be denied.

- b. **Legal Drugs**

- i. Where use of a prescription drug is detected, applicants may be required to provide documentation confirming the drug has been prescribed by a physician for the applicant, and the amount detected is within the prescribed dosage. If the applicant is unable to provide such proof, employment may be denied.
- ii. Where the applicant's future or continued use of the drug poses a potential safety risk or would impair job performance, employment may be denied in accordance with the applicable state and federal laws.

- c. **Illegal Drugs**

- i. Employment shall be denied when the presence of an illegal drug is detected.
- ii. Employment shall be denied when the presence of a known masking agent is detected.

- iii. A second direct observation urinalysis test may be required prior to offering employment to an applicant whose drug test evidences the urine sample has been diluted or is outside normal temperature ranges.

B. Reasonable Suspicion Testing

1. When a supervisor has reasonable suspicion that an employee is under the influence of, impaired by, or subject to the effects of alcohol, legal drugs or illegal drugs in violation of this Executive Order, after taking appropriate safety measures (e.g., removing the employee from any situation which may pose a safety risk to the employee, co-workers or the public), the supervisor shall immediately consult with the Agency's Human Resources representative, Safety Officer or the Employment and Labor Law Section of the City Attorney's Office to determine further actions. However, if immediate consultation is not possible, it is the responsibility of the supervisor to promptly initiate alcohol and/or drug testing. The supervisor shall initiate testing as follows:
 - a. Document in writing the specific reasons for the decision to initiate testing based on specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors that support a reasonable suspicion of alcohol and/or drug use.
 - b. When possible, have a second supervisor confirm the specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odors, and document those observations in writing.
 - c. Advise the employee that the supervisor is ordering the employee to go to the testing site for testing.
 - d. Escort the employee to the testing site as soon as possible. If the supervisor is unable to escort the employee personally, the supervisor should have another individual escort the employee for testing. The individual selected to escort the employee shall be of a higher grade/rank than the employee being tested. Under no circumstances should the employee be allowed to drive themselves to the testing site.
 - e. Require the employee to bring a picture identification card and proof of the employee's Social Security or employee number to the testing site.
 - f. If the employee refuses to go to the testing site, or refuses to participate in the testing process, the supervisor or the escort should tell the employee that the testing request is a direct order and that refusal to comply with the direct order constitutes grounds for mandatory dismissal. If the employee continues to refuse to go to the testing site or to participate in the testing process, the supervisor should immediately place the employee on investigatory leave and make all reasonable efforts to ensure that the employee is transported home safely.

- g. After the initial test results are known, the supervisor should notify the appointing authority or designee of the results and obtain further guidance as needed.
 - h. If the initial test results indicate that the employee is under the influence of, impaired by, or subject to the effects of alcohol, unauthorized legal drugs or illegal drugs, the supervisor should notify the employee that s/he is being placed on paid investigatory leave and take appropriate steps to ensure that the employee is transported home safely.
 - i. If the initial test results are invalid or unavailable, or if the testing cannot be conducted for any reason, and the supervisor is reasonably concerned about the employee's ability to perform his or her duties in a satisfactory and safe manner, the supervisor should place the employee on investigatory leave pending results of testing or some other administrative determination, and take appropriate steps to ensure that the employee is transported home safely.
 - j. If an employee suspected of being impaired by, under the influence of, or subject to the effects of alcohol, unauthorized legal drugs or illegal drugs attempts to drive away from the testing site or worksite, the supervisor or escort should make all reasonable efforts, short of physical force, to prevent the employee from doing so. If the employee does drive away, the supervisor or escort should call 9-1-1 immediately to report the employee as an impaired (or potentially impaired) driver and provide pertinent information to assist police in identifying and locating the vehicle (e.g., make, model and color of the vehicle; license plate number; direction of travel; description of employee) and the reasons for suspecting that the employee is impaired (e.g., the initial test results or basis for reasonable suspicion alcohol and/or drug testing). The supervisor should not attempt to follow the employee's vehicle.
- 2. During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.
 - 3. Testing for alcohol should be administered within two (2) hours of making a reasonable suspicion determination. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Testing outside of this time frame may only be conducted in consultation with the Employment and Labor Law Section of the City Attorney's Office.
 - 4. Testing for unauthorized legal drugs or illegal drugs should be administered within eight (8) hours of making a reasonable suspicion determination. If this eight (8) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Testing outside of this time frame may only be conducted in consultation with the Employment and Labor Law Section of the City Attorney's Office.
 - 5. Supervisors and escorts shall keep the employee's name and identifying information restricted to persons who "need to know."

5. If a supervisor has reasonable suspicion that an employee is in possession of, selling or transferring illegal drugs in violation of this executive order, the supervisor shall contact the police prior to initiating any drug testing.
6. Supervisors who fail to perform their responsibilities under this Section II (B) may be subject to discipline, up to and including dismissal.

C. Post-Accident Testing

1. As soon as practicable following a driving or other workplace accident, the supervisor shall ensure that the involved employee is tested for alcohol and drugs when the accident:
 - a. may have been the fault of the employee **and** involves a fatality;
 - b. may have been the fault of the employee **and** any individual was injured seriously enough to require immediate medical treatment away from the scene of the accident;
 - c. may have been the fault of the employee **and** the accident resulted in disabling damage to any vehicle or any equipment; or
 - d. there is reasonable suspicion to test the employee.
2. "Disabling damage" for a vehicle accident is defined as damage that prevents the departure of the vehicle from the scene of an accident in its usual manner, or damage that renders the vehicle illegal to operate. Vehicle damage that can be remedied temporarily at the scene without special tools or parts, i.e., replacing a tire with the spare, taping over an otherwise operable headlight or taillight, or tying down the hood of a car, are not considered disabling. Nonetheless, towing of a vehicle is not required before a supervisor can deem a vehicle "disabled" for purposes of testing.
3. "Disabling damage" for a workplace accident is defined as precluding the use of the equipment from its usual operation. Equipment that can be remedied temporarily at the scene without special tools or parts is not considered disabling.
4. The issuance of a traffic citation is not required before a supervisor can determine an employee "may have been at fault" in a vehicle accident. If a supervisor determines the employee's actions may have contributed to the accident, or the employee **may** have been at fault, the "fault" requirement will have been met for purposes of testing.
5. During regular OHSC hours, the testing shall be conducted at one of the OHSC testing sites. After regular hours, the supervisor shall page the OHSC alcohol and drug testing personnel to arrange for immediate testing.
6. Post-accident alcohol and drug testing shall be initiated in accordance with the procedures set forth in Section II (B)(1)(c)-(i) of this Order. Post-accident alcohol and drug testing based solely on reasonable suspicion shall also comply with Section II (B)(1)(a)-(b).

7. Post-accident testing for alcohol should be administered within two (2) hours following the accident. If this two (2) hour time frame is exceeded, the supervisor should document the reasons the test was not promptly administered. Post-accident testing for unauthorized legal drugs and illegal drugs should be administered within eight (8) hours following the accident. Testing outside of these time frames may only be conducted in consultation with the Employment and Labor Law Section of the City Attorney's Office.
8. Supervisors who fail to perform their responsibilities under this Section II (C), may be subject to discipline, up to and including dismissal.

D. Return to Duty Testing

Employees who have violated the prohibited conduct listed in Sections I (A) or I (C) of this Order shall not return to work unless they have been tested for alcohol and drugs at the OHSC and both tests have been verified as negative.

E. Unannounced Testing

If an employee has been placed on a Stipulation and Agreement in accordance with this executive order, as a part of that Stipulation and Agreement, the employee may be tested for alcohol and/or drugs by the agency without prior notice of the testing date or time for at least 36 months from the last date in time that the stipulation and agreement is signed by the parties.

F. Random Testing

The City may implement, with the City Attorney's approval, random alcohol and drug testing for employees deemed to perform safety-sensitive functions for the City or any of its agencies.

G. Commercial Driver's License (CDL) Testing

For those positions requiring a CDL, the City is required to implement alcohol and drug testing in accordance with applicable DOT regulations, as may be amended from time to time. Such testing is **in addition to** the testing described in Sections II (B) and (D) of this Order.

1. Pre-Employment Testing

Prior to the first time a driver performs safety-sensitive functions for the City or any of its agencies, the driver shall be tested for illegal drug usage in compliance with the DOT and state regulations, as may be amended from time to time.

2. Reasonable Suspicion Testing

The procedures described in Section II (B) of this Order shall be followed.

3. **Post-Accident Testing**

- a. As soon as practicable following an accident, the supervisor shall ensure that the vehicle driver is tested for alcohol when:
 - i. the accident involved the loss of human life;
 - ii. the vehicle driver was cited for a moving violation arising from the accident within 8 hours of its occurrence **and** an individual was injured seriously enough to receive immediate medical treatment away from the scene of the accident;
 - iii. the vehicle driver was cited for a moving violation arising from the accident within 8 hours of its occurrence **and** one or more of the vehicles involved in the accident sustained “disabling damage” as defined in Section II (C)(2) and (3) in this Order; **or**
 - iv. there is reasonable suspicion to test the employee.
- b. As soon as practicable following an accident, the supervisor shall ensure that the vehicle driver is tested for drugs when:
 - i. the accident involved the loss of human life;
 - ii. the vehicle driver was cited for a moving violation arising from the accident within 32 hours of its occurrence **and** an individual was injured seriously enough to receive immediate medical treatment away from the scene of the accident;
 - iii. the vehicle driver was cited for a moving violation arising from the accident within 32 hours of its occurrence **and** one or more of the vehicles involved in the accident sustained “disabling damage” as defined in Section II (C)(2) and (3) in this Order; **or**
 - iv. there is reasonable suspicion to test the employee.
- c. Post-accident testing for alcohol should be administered within two (2) hours following the accident. If a required alcohol test is not administered within two (2) hours following the accident, the supervisor shall prepare and maintain on file a record stating the reasons the test was not promptly administered.
- d. If the supervisor does not initiate alcohol testing within eight (8) hours of the accident or drug testing within thirty-two (32) hours of the accident, the supervisor shall cease attempts to administer the tests and shall prepare and maintain on file a record stating the reasons the test was not administered within these established time frames. Supervisors who do not perform their responsibilities under this Section II (G) (3) may be subject to discipline, up to and including dismissal.

4. **Random Testing**

a. **Alcohol**

Pursuant to the DOT regulations, random alcohol testing shall be conducted annually on 25% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Alcohol testing shall be conducted on a random, unannounced basis just before, during or just after the employee performed safety-sensitive functions.

b. **Illegal Drugs**

Pursuant to the DOT regulations, random drug testing shall be conducted annually on 50% of the average number of City commercial driver's license positions in existence. This percentage may be amended from time to time by the DOT. Drug testing shall be conducted on a random, unannounced basis. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

5. **Return to Duty Testing**

a. **Alcohol**

If an employee has violated the prohibited conduct listed in Section I (A) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has completed a successful return to duty alcohol test.

b. **Illegal Drugs**

If an employee has violated the prohibited conduct listed in Section I (C) of this Order, the employee shall not return to perform safety-sensitive duties unless the employee has been cleared by a Substance Abuse Professional and has completed a successful return to duty drug test.

6. **Follow-Up Testing**

a. **Alcohol**

- i. The number and frequency of the follow-up alcohol tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first twelve (12) months following the employee's return to work.
- ii. Follow-up testing shall be unannounced and shall be conducted just before, during or just after the employee performed safety-sensitive functions.

b. Illegal Drugs

- i. The number and frequency of the follow-up drug tests shall be directed by the Substance Abuse Professional and shall consist of at least six (6) tests in the first (12) twelve months following the employee's return to work.
- ii. Follow-up testing shall be unannounced. There is no requirement that this testing be conducted in immediate time proximity to performing safety-sensitive functions.

H. Members of the Classified Service of the Police and Fire Departments and Deputy Sheriffs Testing

For those employees who are members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs, the City may implement drug testing pursuant to their respective department procedures, as may be amended from time to time, in addition to the testing described in Sections II (A) through (G) of this Order.

III. EXECUTIVE ORDER 94 TRAINING

A. All City Employees

All new City employees (including fellows, interns, and on-call employees) should be trained on this executive order during their first year of employment. Training, at a minimum, should include study of the prohibitions contained in this executive order and instruction on the recognition of drug and alcohol impairment and use. Additionally, a copy of this executive order should be given to each employee with each employee acknowledging, in writing, receipt of the executive order and the training.

B. All Employees with Supervisory Duties

1. All employees with supervisory duties should be trained on this executive order during the first six (6) months following their hire or promotion. This training, at a minimum, should include instruction on the recognition of drug and alcohol impairment and use, the proper documentation of the supervisor's reasonable suspicion, and the supervisor's responsibility for escorting employees to the testing sites and through the testing process.
2. Supervisors shall ensure that all drug and alcohol tests are accomplished immediately after the justification for testing is established. Timeliness for testing is outlined in this executive order and its addendum. Further, once a supervisor has reasonable suspicion that an employee appears to be under the influence of alcohol or drugs, or is informed that the employee has initially tested positive for drugs and/or alcohol, the agency cannot condone the employee's driving of a motor vehicle. If the employee drives off in his/her own or a City vehicle, the Police Department must be notified immediately by a supervisor on duty, or a designee. Supervisors may designate another employee to escort an employee to testing or evaluation sites. The supervisor shall educate the individual on the duties of the escort as provided herein prior to allowing that individual to escort the employee.

3. Supervisors are subject to discipline for failing to fulfill the responsibilities set forth for supervisors in this Order, up to and including dismissal. Such failure by the supervisor does not, in any way, excuse the employee's violation of this executive order or mitigate the agency's disciplinary action against the employee.

CAUTION: No physical force may be used against an employee to enforce any direct order or requirement under this executive order. The employee must be advised that noncompliance with a supervisor's order will be viewed as refusal to obey the order of a supervisor and constitute grounds for mandatory dismissal.

CAUTION: Supervisors are to restrict communications concerning possible violations of this executive order to those persons who are participating in the evaluation, investigation or disciplinary action and who have a "need to know" about the details of the drug/alcohol evaluation, investigation and disciplinary action. This expectation of confidentiality includes not mentioning the names of employees who are suspected of, or disciplined for, violating this executive order.

IV. DISCIPLINARY ACTIONS

- A. If it is determined after the appropriate pre-disciplinary meeting that any of the following situations apply, the employee shall be dismissed even for a first-time violation of this executive order:
 1. Members of the Classified Service of the Police and Fire Departments or Deputy Sheriffs that violate their respective departments' prohibitions regarding illegal drugs and alcohol, except as follows:
 - a. Employees of the Classified Service, and Deputy Sheriffs who disclose prior on-duty alcohol use, or off-duty illegal drug use, as a means for seeking treatment may, at the discretion of the Executive Director of Safety or his/her designee, be suspended in lieu of termination and placed on a Stipulation and Agreement.
 2. Safety-sensitive members of the Department of Aviation that violate their department's prohibitions regarding alcohol or drug use;
 3. The employee has endangered the lives of others, or foreseeably could have endangered the lives of others;
 4. The employee refuses to submit to any testing under this executive order including, but not limited to, pre-placement, reasonable suspicion, random, post-accident, return to duty, follow-up or unannounced testing;
 5. The employee uses, or attempts to use, a masking agent to alter the sample and/or drug and/or alcohol test results, or uses or attempts to use any other deceptive means to alter the sample and/or drug and/or alcohol test results, including but not limited to, use or attempted use of another person's urine;

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6. The employee is required to have a CDL license and either drove/operated a City vehicle or equipment or was only prevented from driving/operating a City vehicle or equipment by the agency's instruction to submit to testing under this executive order;
 7. The employee's disciplinary history compels dismissal as a matter of progressive discipline;
 8. The employee has refused to enter into a Stipulation and Agreement;
 9. The employee has violated the Stipulation and Agreement;
 10. The employee violates this executive order for the second time in the employee's career with the City and County of Denver and/or its agencies.
 11. The employee possesses and/or uses illegal drugs while on duty.
- B.** A first-time violation of the alcohol and drug prohibitions contained in Sections I (A) and I (C) of this executive order, which does not result in a dismissal pursuant to Section IV (A), shall result in a lesser disciplinary action in conjunction with a Stipulation and Agreement for treatment.
1. The presumptive disciplinary action shall be a suspension of 30 days in conjunction with a Stipulation and Agreement. No lesser or greater disciplinary action shall be imposed without the approval of the City Attorney's Office.
- C.** The level of discipline to be imposed on an employee for driving under the influence of or impaired by alcohol or drugs (DUI/DWAI) offenses not otherwise prohibited by this Executive Order shall be within the discretion of the appointing authority or designee, except that the minimum discipline imposed shall be above the level of a written reprimand. Factors to be considered in determining the level of discipline should include whether the employee has prior DUI/DWAI offenses; the circumstances surrounding the offense; any harm caused by the employee's actions; whether the employee's actions violated other rules, regulations, policies or laws; the nature of the employee's position; and the employee's work and disciplinary history. The appointing authority or designee may offer the employee lesser disciplinary action (above the level of written reprimand) in conjunction with a Stipulation and Agreement.
- D.** The level of discipline to be imposed for any other violation of this executive order shall be within the discretion of the appointing authority or designee.
- E.** Stipulation and Agreements
1. Employee assistance counselors provided by the City and County of Denver, or such other substance abuse professional(s) as may be designated, shall conduct an evaluation of the employee and create a treatment plan.
 2. Each such agreement shall be in writing and approved by the City Attorney's Office. The City shall offer no employee more than one such agreement during his or her employment with the City.

3. Employees who participate in an inpatient treatment plan may be eligible for FMLA leave.
4. Employees who participate in an inpatient treatment plan shall be allowed to use one (1) day per month of accrued paid leave, if any, to assure continued health coverage.

V. MISCELLANEOUS PROVISIONS

A. Driver's License

It is the responsibility of employees required to drive as part of their assigned duties or job specifications to report to their appointing authority any loss of a driver's license or the restriction of driving privileges, no later than the beginning of the employee's next scheduled shift. Every employee who is required to drive, as part of their assigned duties or job specifications, shall certify that they have a current valid driver's license in accordance with Executive Order 25 as may be amended from time to time.

B. Searches

1. Before any search is conducted, supervisors should contact the City Attorney's Office, Employment and Labor Law Section, for guidance.
2. Management has the right to search City-owned property utilized by employees, e.g., a desk, storage cabinet or City vehicle, when necessary for a non-investigatory work-related purpose such as retrieving a needed file. Additionally, management may search City-owned property utilized by employees, e.g., a desk, file cabinet, locker, or City vehicle, for investigatory purposes based on reasonable suspicion that evidence of misconduct will be found. Management may not search an employee's personal property, e.g., their personal vehicle parked on City property, lunch boxes, briefcases, purses, and backpacks, unless the employee voluntarily consents to such a search.

C. Contracts

1. The prohibitions and responsibilities contained in this Executive Order are applicable to contract personnel. Violation of these provisions or refusal to cooperate with implementation of the executive order can result in the City's barring contract personnel from City facilities or from participating in City operations.
2. All City contracts shall contain language informing contractors doing work for the City about this Executive Order.

D. Employee Assistance and Department of Safety Psychologists

The City maintains an Employee Assistance Program (EAP) and provides Department of Safety psychologists who offer help to employees who are coping with alcohol, or drug use, or other personal or emotional issues. It is the responsibility of each employee to seek help

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from the EAP, Department of Safety psychologist or other appropriate health care professionals before alcohol and drug use leads to disciplinary actions.

E. Memorandum to this Order


The City Attorney shall have the authority to amend definitions and drug testing cut-off levels contained in this executive order's Memorandum, from time to time, not to be inconsistent with Colorado statutes and/or the DOT regulations, without obtaining signatures of the Mayor or City Council. For purposes of this executive order, all references to Agency head, Department head or appointing authority will also include the designee of the Agency head, Department head or appointing authority.

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Executive Order No. 94 is:


Approved for Legality:

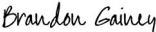
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Kristin M. Bronson
City Attorney


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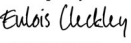
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MAYOR


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Allegra "Happy" Haynes
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Executive Director of Department of Transportation and Infrastructure

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Brendan J. Hanlon
Chief Financial Officer

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Executive Director of Human Services

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Laura E. Aldrete
Executive Director of Community Planning and Development

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MEMORANDUM NO. 94A

TO: All Agencies Under the Mayor

FROM: Mayor Michael B. Hancock

DATE: June 1, 2020

SUBJECT: STAUTORY PROVISIONS

This memorandum to Executive Order 94 was originally referred to as an addendum, effective April 10, 1989, amended April 13, 1999, January 10, 2000, March 1, 2000, March 15, 2001 and is hereby continued in effect as amended and retitled as a memorandum this June 1, 2020. This Memorandum No. 94A shall be attached to and become a part of Executive Order 94, dated, June 1, 2020, subject "City and County of Denver Employees' Alcohol and Drug Policy."

I. ALCOHOL PROVISIONS

- A. Under the Colorado statutes, as may be amended from time to time, "impaired by alcohol" is defined as having 0.05 grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood), but less than 0.08 grams of alcohol. Under the "influence of alcohol" is defined as having 0.08 or more grams of alcohol (per two hundred ten liters of breath or per one hundred milliliters of blood).
- B. Under the DOT regulations, as may be amended from time to time, "under the influence of alcohol" is defined as having 0.04 percent alcohol concentration, or more; as prescribed by state law; or in the event of refusal to undergo such testing as is required by the state or jurisdiction.

DOT regulations, as may be amended from time to time, state that post-accident alcohol testing should be administered within two (2) hours following the accident, but must be administered within eight (8) hours following the accident. *These DOT time frames shall also apply to testing under the Executive Order unless otherwise specified within this Order.*

II. ILLEGAL DRUG PROVISIONS

- A. Illegal drugs, include controlled substances, as defined in Colorado Revised Statutes, and under federal law.
- B. "Subject to the effects of an illegal drug" is to be determined consistent with the confirmation test levels established by the DOT regulations, 49 CFR Part 40 § 40.87, as may be amended from time to time:

Marijuana metabolites -----	15 ng/ml
Cocaine metabolite -----	100 ng/ml
Opiates:	
Morphine -----	2,000 ng/ml
Codeine -----	2,000 ng/ml
6-Acetylmorphine -----	10 ng/ml
Hydrocodone/Hydromorphone -----	100 ng/ml
Oxycodone/Oxymorphone -----	100 ng/ml
Phencyclidine -----	25 ng/ml

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Amphetamines:

Amphetamine-----	250 ng/ml
Methamphetamine-----	250 ng/ml
MDMA/MDA-----	250mg/nl

DOT regulations, as may be amended from time to time, state that post-accident drug testing should be administered within eight (8) hours following the accident, but must be administered no later than thirty-two (32) hours after the accident. **These DOT time frames shall also apply to testing under this Executive Order unless otherwise specified within this Order.**