

AMENDATORY AGREEMENT

THIS AMENDATORY 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 **BOULDER COUNTY COMMUNITY SERVICES DEPARTMENT** ("BCCS"), County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County"), with an address of PO BOX 471, Boulder, CO 80306-0471 (the "Contractor"), collectively "the parties".

RECITALS:

A. The parties entered into an Agreement dated April 22, 2015, under which the Contractor provides job training services in connection with the H1-B Ready to Work Partnership Grant funded by the U. S. Dept. of Labor (CFDA No. 17.268) (the "Agreement").

B. The parties wish to amend the Agreement to extend its term for an additional six months, revise the work statement and budget, and modify the provision prohibiting discrimination in employment.

THEREFORE, the parties agree as follows:

1. All references to "Exhibit A" in the existing Agreement shall be amended to read: "Exhibits A and A-1, as applicable". The scope of work and budget marked as Exhibit A-1 is attached and incorporated by reference. Effective as of November 2, 2017, Exhibit A-1 will replace and supersede Exhibit A and Exhibit A-1 will govern and control the services to be provided from November 2, 2017, until March 31, 2019.

2. Article 2 of the Agreement, entitled "**TERM**," is amended by deleting and replacing it with the following:

"2. TERM: The Agreement will commence on January 1, 2015, and will expire on March 31, 2019 (the "Term"). Subject to the Director's prior written authorization, Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director."

3. Article 25 of the Agreement, entitled "**NO DISCRIMINATION IN EMPLOYMENT**," is amended by deleting and replacing it with the following:

"25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or 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 expression or gender identity, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.”

4. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

5. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

End.

Signature pages and Exhibit A-1 follow this page.

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: OEDEV-201520605-01

Contractor Name: BOULDER COUNTY

By: *Cindy Domenico*

Name: Cindy Domenico
(please print)

Title: Chair, Board of County Commissioners
(please print)

ATTEST: [if required]

By: *Cecilia S. Lacey*

Name: Cecilia Lacey
(please print)

Title: Clerk to the Board
(please print) 03/13/2018



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

Boulder County contract has been amended effective November 2nd, 2017 to extend the term from 09/30/2018 to 03/31/2019 and performance for Technology training and employment services.

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 (TEC-P) project, an employer and industry led initiative focused on developing skills and career pathways for long term unemployed workers in the information technology (IT) and advanced manufacturing (AM) industries. This project will be conducted in partnership with the City and County of Denver’s Office of Economic Development/Workforce Development (OED/WD), the Colorado Urban Workforce Alliance (CUWA), the American Job Center, Arapahoe Douglas Works, Larimer County, Boulder County, and Mesa County. TEC-P is a three track intervention program that will provide: 1) intensive coaching through Platform to Employment, Workforce Empowerment series, and/or Power Prep sessions, 2) on the job training with an earning component, and 3) training leading to certificates or credentials needed for employment in the targeted occupations. 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:

- ~~10070~~ **Long Term Unemployed Workers (LTU)**
- ~~0-30~~ **Incumbent Workers**

Time Period	Year 1	Year 2	Year 3	Year 4	
OJT	2	6	5	2	15
WE	0	0	0	0	0
INTERNSHIP	5	10	10	5	30
INTENSIVE	0	0	0	0	0
TRAINING					
CERTIFICATIONS	1012	2026	2025	57	5570
INCUMBENT	0	0	309	0	309

Totals	<u>1217</u>	<u>2636</u>	<u>5535</u>	<u>712</u>	100
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1.2 Outcomes

- 1.2.1 Contractor is responsible for ensuring that 100 TEC-P participants receiving short term or intensive training complete training.
- 1.2.2 Contractor is responsible for ensuring that 55 TEC-P participants who complete training receive a certificate or a credential in the targeted occupations and industries (IT, and AM).
- 1.2.3 Contractor is responsible for ensuring that 85-60 TEC-P participants obtain employment in middle to high skilled technology occupations.
- 1.2.4 Contractor is responsible for ensuring that 85-60 TEC-P participants who obtain employment earn an average wage of \$63,280.00.

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, and outreach strategies see (e-Colorado Team Room reference to link).
- 1.3.2 Contractor shall effectively recruit and serve eligible long-term unemployed workers as defined in funding opportunity number, SGA/DFA PY-13-07 (reference link).
- 1.3.3 Contractor shall ensure that participants are at least 18 years of age and pursuing a high-skilled occupation.
- 1.3.4 Contractor shall ensure that participants have at least a High School Diploma or GED and some post-secondary education and/or work experience that would allow participants to enter middle-high skilled employment in the targeted industries and occupations.
- 1.3.5 Contractor shall ensure that participants are a U.S. Citizen and provide documentation that shows authorization to work in the United States.
- 1.3.6 Contractor shall ensure that veterans and eligible spouses who meet program's eligibility requirements have a priority of service.

- 1.3.7 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.
- 1.3.8 Contractor shall also place emphasis on recruiting and training women and minorities pursuing careers in the targeted industries and occupations.

1.4 Service Delivery

Assessment

- 1.4.1 Contractor shall provide a comprehensive up front assessment, including an occupational skills assessments such as (but not limited to) Kenexa Prove It! for all eligible participants.
- 1.4.2 Contractor shall customize participant services along the three TEC-P tracks to employment.
- 1.4.3 Contractor shall document the TEC-P 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 training track(s), potential occupations and employers.

Instruction/Training Services/Certificates

1.4.4 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 some 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		

Employer Engagement

1.4.5 At the onset of this contract, Contractor is responsible for developing agreements with proposed TEC-P 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.

1.4.6 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 project outcomes.

1.4.7 Contractor will coordinate with employer partners to develop job placement opportunities for all TEC-P 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 OED/WD and USDOL in the format stated in the H-1B Operations Manual.

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

1. Total participants served through the program; Contractor must provide sub-totals for long-term unemployed workers, other unemployed workers, and incumbent workers to be served.
2. Total participants enrolled in education/training activities;
3. Total participants completing education/training activities;
4. Total participants who complete education/training activities who receive a degree, or other type of credential;

5. Total unemployed participants who obtain unsubsidized employment (includes all employment placements for long-term unemployed and unemployed participants served through the project);
6. Total incumbent workers that advance into a new position; and
7. The average wage that participants will earn at placement into unsubsidized employment (this includes incumbent workers who retain their positions and get wage gains after the program).

2.2 Participant Data Collection

- 2.2.1 Contractor shall verify TEC-P 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 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 OED/WD and USDOL.

2.3 Coordination and Contractor Participation

- 2.3.1 Contractor shall ensure optimal program coordination and linkages with OED/WD contracted partners and other partnering organizations as identified by OED/WD 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.

2.5.3 The Contractor must work in partnership with established OED/WD systems and staff to ensure its future sustainability and alignment with OED/WD's mission. This may be partially accomplished through the establishment and maintenance of regularly scheduled monthly and/or quarterly meetings between appropriate OED/WD staff and staff representing Contractor.

3.0 Budget

Modified as of 1/19/2016 and Amended as of November 2, 2017

	OBJECT CLASS CATEGORIES	YEAR 1	YEAR 2	YEAR 3	YEAR 4/5	CUMMULATIVE
A	PERSONNAL	30,200.00	30,200.00	30,200.00	30,200.00	120,800.00
B	FRINGE BENEFITS	11,100.00	11,100.00	11,100.00	11,100.00	44,400.00
C	TRAVEL (INCLUDES LOCAL)	800 600.00	800 600.00	800 600.00	800 600.00	3200 2,400.00
D	EQUIPMENT	-	-	-	-	-
E	SUPPLIES	2,769.40	2,769.40	2,769.40	2,769.40	11,077.60
F	CONTRACTUAL	-	-	-	-	-
G	CONSTRUCATION	-	-	-	-	-
H	OTHER (OJTs, ITAs Intensive Services, Incentives)	135,000.00	135,000.00	135,000.00	135,000.00	540,000.00
I	TOTAL DIRECT	179,669.40	179,669.40	179,669.40	179,669.40	718,677.60
j	<u>New Line item</u> ADMINISTRATIVE COSTS	4832.572,26 3.17	4832.572,26 3.17	4832.572,26 3.17	4832.572,26 3.17	19330.289,052,6 8
K	<u>New Line Item</u> ALLOCATED PROGRAM COSTS	10,122.63	10,122.63	10,122.63	10,122.63	40,490.52
L	<u>TOTAL INDIRECT</u> (cap at 7%)	12,385.80	12,385.80	12,385.80	12,385.80	49,543.20
M	TOTAL BUDGET	192,055.20	192,055.20	192,055.20	192,055.20	768,220.80

Number Served **100**
Cost Per part **7,682.21**