

REVIVAL AND AMENDATORY AGREEMENT

THIS REVIVAL AND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER** and **SECOND CHANCE CENTER, INC.**

RECITALS:

WHEREAS, the Parties entered into an Agreement dated November 7, 2023 (the “Agreement”) to serve individuals who have been adversely and disproportionately affected by COVID-19; and

WHEREAS, the Agreement expired by its terms on December 31, 2024, and rather than enter into a new agreement, the Parties wish to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall have the meanings given them in the Agreement.

2. All references to “...Exhibit A...” in the existing Agreement shall be amended to read: “...Exhibits A and A-1...” as applicable. **Exhibit A-1** the Scope of Services is attached and will control from and after the date of execution.

3. All references to “...Exhibit B...” in the existing Agreement shall be amended to read: “...Exhibits B and B-1...” as applicable. **Exhibit B-1** the Budget is attached and will control from and after the date of execution.

4. Section 2 of the Agreement, entitled “**TERM:**”, is amended to read as follows:

“**2. TERM:** This Agreement will commence on July 1, 2023, and will expire at 11:59:59 p.m. on April 30, 2025 (the “Term”). Subject to the Director’s (as defined in Paragraph 3, below) prior written authorization, the 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.”

5. In Section 5 of the Agreement, entitled “**COMPENSATION AND METHOD OF PAYMENT:**”, Subsection E, entitled “**Maximum Contract Amount:**”, Subparagraph (1) is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments to this Agreement for any further services, including any Services, performed by the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in Exhibits A and A-1 are performed at Contractor’s risk and without authorization under this Agreement.”

6. A new Section 40, entitled “**COMPLIANCE WITH DENVER WAGE LAWS:**”, is hereby being added to the Agreement to read as follows:

“**40. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor’s provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

7. As herein amended, the Agreement is revived, affirmed and ratified in each and every particular.

8. This Revival and 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK
SIGNATURE PAGES FOLLOW.]**

Contract Control Number: OEDEV-202577812-01/OEDEV-202369681-00
Contractor Name: SECOND CHANCE CENTER, INC.

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-202577812-01/OEDEV-202369681-00
SECOND CHANCE CENTER, INC.

By: DocuSigned by:
Khalil Halim
A3A71C04FD354D7... _____

Name: khalil Halim
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Scope of Services
Reskilling Upskilling Next-skilling (RUN) Grant Service Provider
City and County of Denver Economic Development & Opportunity
And Second Chance Center
July 1, 2023 through April 30, 2025
Amendment Effective 1/1/2025

Federal Award ID (FAIN) #: SLFRP0126
Federal Award Date: JULY 1, 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 Entities: City & County of Denver
Denver Economic Development & Opportunity(DED0)
101 W. Colfax Ave Suite 850 Denver CO 80202

Awarding Official: State of Colorado – Division of Employment & Training
633 17th Street, 7th Floor, Denver CO 80202-3627

Pass-Through UEI #: WP3QXJ87RYH3

Subrecipient UEI #: KJNKCLHLJJZ6
CFDA: 21.027
Total Federal funds obligated to subrecipient \$550,000.00
Total amount of Federal Award \$1,991,297.00

1.0 Introduction

1.1 This scope of service outlines Program, Administrative, and other requirements that must be satisfied by **Second Chance Center** Services Provider, hereinafter referred to as the “Sub-recipient”, receiving funds from the City and County of Denver Economic Development & Opportunity (DED0) on behalf of the Denver Workforce Services (DWS) to operate programs as prescribed by the Colorado Department of Labor & Employment (CDLE) Reskilling, Upskilling, and Next-skilling (RUN) Grant. This contract is not for research and development.

1.2 As policies and/or procedures are revised or updated, DED0-DWS will release formal notification and policies electronically. DED0-DWS will develop policies in alignment with state and federal requirements and will work with sub-recipient to develop procedures, as needed. It is expected that the sub-recipient will provide procedure drafts or input within a specified timeframe as requested by DED0-DWS.

1.3 The Sub-recipient shall be prepared to expand or reduce the delivery of services to businesses and job seekers if there are increases or reductions and/or changes in project services or scale are required due to actual funding allocations throughout the contract’s term.

1.4 For the purposes of this agreement, this Service Provider is considered a “Sub-recipient” and the following reference from the Uniform Guidance Circular is applicable:

- 1.4.1 The non-Federal entity may concurrently receive Federal awards as a recipient, a sub-recipient, and a contractor, depending on the substance of its agreements with Federal awarding agencies and pass-through entities.
- 1.4.2 Subaward means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. 2 CFR §200.92
- 1.4.3 Characteristics that support the classification of the non-Federal entity as a sub-recipient include when the non-Federal entity:
 - 1. Determines who is eligible to receive what Federal assistance;
 - 2. Has its performance measured in relation to whether objectives of a Federal program were met;
 - 3. Has responsibility for programmatic decision making;
 - 4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and
 - 5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the pass-through entity.
- 1.4.4 Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward 2CFR §200.22
- 1.4.5 Characteristics indicative of a procurement relationship between the non-Federal entity and a contractor are when the contractor:
 - 1. Provides the goods and services within normal business operations;
 - 2. Provides similar goods or services to many different purchasers;
 - 3. Normally operates in a competitive environment;
 - 4. Provides goods or services that are ancillary to the operation of the Federal program; and
 - 5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirement may apply for other reasons. 2CFR §200.33

The sub-recipient will adhere to the outcomes as listed below:

Original PROGRAM ENROLLMENTS	7/1/23 – 9/30/23 Q1	10/1/23 – 12/31/23 Q2	1/1/24 – 3/31/24 Q3	4/1/24 – 6/31/24 Q4	7/1/24- 9/30/24 Q1	10/1/24- 12/31/24 Q2	TOTAL
	New: 25	New: 25 Total: 50	New: 25 Total: 75	New: 25 Total: 100	New: 25 Total: 125	New: 25 Total: 150	150
Amended Program Enrollments beginning 1/1/2025	1/1/2025- 3/31/2025 Q3	4/1/2025- 4/30/2025 Q4	NA	NA	NA	NA	New Contract TOTAL
	New: 25 Total:175	New:5 Total:180	NA	NA	NA	NA	180

Quarterly benchmark numbers are cumulative and serve as a guide towards progress of total goal. Enrollment numbers are dependent upon funding guidelines under the RUN Grant.

The Sub-recipient shall follow guidelines as defined in DEDO Policy Series # 2023-DWS-11, 'Internal and Sub-recipient Monitoring' and any subsequent revisions.

2.0 Provider Roles and Responsibilities

2.1 Responsibilities and Requirements for Sub-recipient Financial Monitoring

- 2.1.1 Federal guidelines require that all recipients of federal funds authorized under the RUN Grant be subject to financial monitoring to ensure that adequate financial controls are in place. When certain criteria are met, the contracted party is considered a “Sub-recipient” and must comply with all federal and state laws, rules, and regulations that the LWDA is subject to (2 CFR §200.330).
- 2.1.2 The Sub-recipient is responsible for oversight of the operations of the Federal award supported activities. The Sub-recipient must monitor its activities under Federal awards to assure compliance with applicable Federal requirements and performance expectations are being achieved. Monitoring by the Sub-recipient must cover each program, function, or activity.
- 2.1.3 Additionally, the Sub-recipient will be monitored by DEDO-DWS to ensure that the sub award is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the sub award; and that the sub award performance goals are achieved.
- 2.1.4 At a minimum, the Sub-recipient monitoring shall include:
 - a. Reviewing financial and performance reports required by the pass-through entity.

- b. Following-up and ensuring that the Sub-recipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Sub-recipient from the pass-through entity detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Sub-recipient from the pass-through entity as required by §200.521 Management decision.

2.2 Responsibilities and Requirements for Sub-recipient Program Compliance Monitoring

- 2.2.1 In compliance with federal guidelines DEDO-DWS will conduct programmatic and administrative monitoring reviews of the RUN Grant Contract with the following at minimum but not limited to:
 - a. Risk assessment and review of program documents
 - b. Risk assessment and review of financial statements
 - c. Testing of transactions, controls, previous compliance issues and supporting documentation
 - d. Monitoring of Scope of Work to address eligibility and outcome, including monthly review of case files and documentation

3.0 Relationship with the DEDO-DWS

To ensure the best possible performance of the Denver Workforce system in Denver County, and to derive a maximum return on public investment, the DEDO-DWS intends to support the Sub-recipient by providing certain services and supports.

3.1 The DEDO-DWS shall provide the Sub-recipient with the following at minimum but not limited to:

- a. Orientation to federal, state, and local policies and procedures;
- b. Ongoing training on the Connecting Colorado data collection procedures as needed;
- c. Training regarding programmatic and technical guidance related to RUN Grant funding as determined necessary by DEDO and/or requested by sub-recipient;
- d. Technical assistance and ongoing support, including information on best practices and recommendations in implementing effective management practices, customer service practices, etc.;
- e. Collaboration with DEDO-DWS Employer Services team which can include technical assistance, job fairs, customized recruitments, incumbent worker training and other services as deemed necessary; and
- f. Opportunities to share successful practices and discuss challenges with other contracted service providers and partners.

4.0 Relationship with Required Partners and Denver Workforce System Integration

The Sub-recipient shall work in collaboration with DEDO-DWS and the One-Stop Operator to coordinate the delivery of Pandemic Response and Workforce Services among the various community partner agencies.

4.1 To achieve the goal of seamless service delivery to eligible job seekers and businesses, the Sub-recipient may be required to work in coordination with the Denver Workforce system network and its mandated partners, which include:

- a. Programs under Title I of including Adults, Dislocated Workers, Youth, Job Corp, YouthBuild, Native American programs and migrant and seasonal farmworker programs;
- b. Employment services under the Wagner-Peyser Act;
- c. Adult education and literacy services under Title II of ;
- d. Vocational Rehabilitation program authorized under Title I of the Rehabilitation Act of 1973;
- e. Career and Technical Education Programs at the post-secondary level authorized under the Carl Perkins Career and Technical Education Act of 2006;
- f. Jobs for Veterans State grant programs;
- g. Employment and training activities carried out under the Community Service Block Grant;
- h. Employment and training activities carried out by the Department of Housing and Urban Development;
- i. Programs authorized under State unemployment compensation laws;
- j. Programs under the Second Chance Act of 2007; and
- k. Temporary Assistance for Needy Families (TANF) authorized under part A of the Social Security Act.

5.0 Denver Workforce System Coordination

5.1 The Sub-recipient shall coordinate services across the system and with partner agencies to include the following:

5.1.1 Collaborative Partnership

- a. The Sub-recipient must actively participate in work teams organized by the One-Stop Operator and/or DEDO-DWS with vendors, and other required partners as well as center level meetings with co-located partners. These partnerships may also include collaboration with other Colorado Workforce Development Boards and other discretionary grants and local/regional partnerships. These partnerships are designed to provide coordinated responses to businesses and job-seekers and improve overall services to customers.

5.1.2 Referrals

- a. The Sub-recipient shall make referrals to other DEDO-DWS grant recipients across the Denver Workforce System and/or other qualified agencies or mandated partners deemed necessary for the job-seekers' development.

6.0 Program Service Delivery and Customer Flow

6.1 The Sub-recipient shall continue to enhance Denver's workforce development system by focusing on a fully coordinated and integrated customer service strategy, which utilizes a strengths-based engagement approach. This model requires that all job-seekers flow seamlessly into the workforce system with a single point of entry and share a standardized common service flow.

- 6.1.1 This funding as defined in PGL GRT 2021 01, Change 5 (and any subsequent revisions) will support reskilling, upskilling, and next-skilling

workers who have been economically impacted by the COVID-19 pandemic, with a focus on providing short-term training to obtain an industry-recognized certificate or credential, or to pursue training in any program that leads to an in[1]demand or growth occupation, as well as related services that will aid workers, including those from communities disproportionately impacted by the public health emergency.

- 6.1.2 Within 12 months of enrolling in RUN, every participant needs to have a goal of :
 - a. Completing a Reskilling, Upskilling, or Next-skilling training program that leads to an in[1]demand or growth occupation OR
 - b. Obtaining certification, licensure, or credential.
- 6.1.3 The Service Provider will submit a sustainability plan to DEDO outlining how they will continue their project after the grant term expires. The sustainability plan shall be submitted to DEDO no later than September 30, 2023.

6.2 Program Components

- 6.2.1 Colorado's unemployment rate remains higher than pre-COVID levels, and the impacts of low-quality jobs and demands for skilled workers create stress within the labor market. The 2020 Colorado Talent Pipeline Report highlights impacts of the pandemic, top jobs and in-demand credentials, and discusses the plan for recovery in 2021. The purpose of these funds is to invest in the talent development of jobseekers through supporting training for the unemployed and underemployed during times of substantial unemployment.
- 6.2.2 As outlined in Policy Guidance Letter # GRT-2021-01, Change 5 (or subsequent revisions) and DEDO-DWS policy and procedures, funding is available for activities such as career counseling, career and academic exploration and planning, tuition assistance, program implementation and administration, including staff time for reporting activities and staff training to support implementation, and more.
- 6.2.3 This funding is intended to provide assistance to unemployed or underemployed workers impacted by COVID-19 to build in-demand skills, connect workers and learners to quality jobs, and drive employer engagement in talent development with a variety of services.
- 6.2.4 Funds must be used in compliance with all applicable federal requirements, including, but not limited to, requirements and deadlines associated with the American Rescue Plan Coronavirus State and Local Fiscal Recovery Fund.

6.3 Participant Eligibility

- 6.3.1 The Sub-recipient shall follow eligibility guidelines as defined in DEDO Policy Series # 2023-DWS-05, 'Reskilling, Upskilling, Nextskilling (RUN))' and any subsequent revisions. This policy and all attachments are based off of Federal, State, and local guidance.
- 6.3.2 The Sub-recipient will verify program eligibility prior to program enrollment in accordance with the RUN Grant funding guidelines. Documentation verifying eligibility for all programs must be collected within the timeframes required by State and local requirements. Eligibility documentation must be obtained and retained electronically in the state system, Connecting Colorado.

7.0 Program Enrollment, Documentation, and Exits

7.1 Tracking in Connecting Colorado:

- 7.1.1 Connecting Colorado is the database of record for this program. Program participants must be registered in Connecting Colorado as outlined within DEDO Policy Series # 2023-DWS-05 and subsequent revisions. All services must be entered using existing service codes in Connecting Colorado. The credentials earned during this grant must be captured for each participant. All applicant and participant documentation associated with Stimulus grants must be stored in the participant's case file and scanned into Connecting Colorado no more than 14 calendar days of receipt or availability. This includes eligibility documentation, service entry, case notes, and other documentation and data entry required per DEDO Policy Series # 2023-DWS-05 and subsequent revisions.
- 7.1.2 Contractor shall follow case file requirements and exit guidelines as outlined within DEDO Policy Series # 2023-DWS-05 and any subsequent revisions.

7.2 Orientation, Assessment, and Suitability

- 7.2.1 The Sub-recipient shall conduct an initial assessment of the customer's needs and barriers that includes but is not limited to: assessment of skill levels, aptitudes, abilities (including skills gaps), supportive service needs, motivation, desire, and availability for work. Completion of individual service codes to be captured and documented in Connecting Colorado.

8.0 Performance Management and Outcomes

8.1 Performance Outcomes and Benchmarks

- 8.1.1 The Sub-recipient will be evaluated on outcomes for services provided to participants, program compliance audits, enrollments, capacity level, placements in unsubsidized employment, quality review assessment, case notes, and successful execution of assigned special projects, as well as additional information on the number of referrals to training, and the negotiated loading plan.
- 8.1.2 In addition, the following benchmarks will be monitored and evaluated as part of future funding recommendations:
 - a. Expenditure rates

- b. Three Part Program Cost Breakdown
 - i. Direct cost to customer
 - ii. Admin/Oversight (management)
 - iii. Program Delivery (case managers)
 - iv. Programmatic compliance

8.1.3 Grant Performance Measures

Second Chance Center Performance Measures:

Total Participants Served	180
# Of Industry-Recognized Credentials Earned	180
# Of Short-term Training Program Completions	180
#Entering employment or advancing within employment	NA
Employment Rate - 2nd Quarter after Exit	75%
Employment Rate - 4th Quarter after Exit	70%

8.1.4 Periodic Reporting and Meetings

- a. The Sub-recipient must comply with all Local, State and Federal reporting requirements.
- b. As required by the DEDO-DWS, the Sub-recipient shall document, record, and report actual outcomes on a monthly basis, and provide timely and accurate monthly reports in the format designated by the DEDO-DWS. The Sub-recipient is required to complete a quarterly report with success stories and will be required to assist in the completion of other reports as designated by the DEDO-DWS, CDLE, or CWDC.
- c. Ad hoc and periodic reports will be required and should be anticipated.
- d. The Sub-recipient will be continually evaluated based on their performance on the CDLE performance measures and the DEDO-DWS benchmarks. This progress will be reviewed at Monthly TA meetings. In the event that the Sub-recipient is failing to meet benchmarks they shall submit corrective action plans or participate in training or technical assistance meetings. The Sub-recipient will present progress toward benchmarks at select Workforce Development meetings.
- e. Sub-recipient contract renewals will be largely based on achievement of benchmarks. The DEDO-DWS also reserves the right to impose

additional conditions and/or restrictions on the contract award, implement probationary periods, undertake any other corrective action, reduce funding, or end contracts based on poor performance on any of the benchmarks.

- f. The Sub-recipient shall ensure appropriate staff representation at a variety of meetings and training sessions. These include, but are not limited to, monthly and quarterly meetings that require director or manager participation, and trainings likely to include many, if not all, of the staff. The Sub-recipient shall meet no less than monthly with the DEDO-DWS to review progress toward planned versus actual benchmarks

8.1.5 Reporting Outcome Requirements

Where required or permitted by law or regulations, the DEDO-DWS reserves the right to add, remove, or change measures, targets, conditions, reporting deadlines, or restrictions as it deems reasonable

Reporting Period	Report Due to DEDO	Report Due to State
July 1, 2023 – September 30, 2023	October 3, 2023	October 6, 2023
October 1, 2023 – December 30, 2023	January 3, 2024	January 8, 2024
January 1, 2024 – March 31, 2024	April 3, 2024	April 8, 2024
April 1, 2024 – June 30, 2024	July 3, 2024	July 8, 2024
July 1, 2024 – September 30, 2024	October 3, 2024	October 7, 2024
October 1, 2024 – December 31, 2024	January 3, 2025	January 7, 2025
January 1, 2025 – March 31, 2025	April 3, 2025	April 7, 2025
April 1, 2025 – April 30, 2025	May 2, 2025	May 7, 2025

8.1.6

The sub-recipient must report the below quarterly performance information to DEDO designated staff:

- a. The number of participants served;
- b. The number of individuals who started a training program;
- c. The number of individuals who completed a short-term training program ;
- d. total number of participants that complete education/training activities that receive a degree or certificate, to include type of degree/certificate, and industry;
- e. total number of participants that complete education/training activities that are placed into unsubsidized employment to include wages, employer, and position
- f. participant success stories as applicable

8.1.7 Financial Reporting

The sub-recipient will submit expenditures each month using standard fiscal reporting procedures.

9.0 Program Staffing

9.1 The Sub-recipient must provide case management and other services as outlined within DEDO Policy Series # 2023-DWS-05 and subsequent revisions.

9.2 DEDO-DWS has set up minimum skill and duties for workforce navigators within the system as noted below:

- a. Ongoing regular contact with the customer on all aspects of their workforce development needs. This should be documented in the participant tracking system of record.
- b. Active participation must be documented and supported with appropriate services.
- c. Customer contact must be completed on a regular basis and case notes must be written at every point of contact relating to the participant's goals and services provided.
- d. Coordination of services for each participant with mandated program partners, including referrals to other workforce development system partners or other service providers and mentoring and counseling programs. The coordination of service delivery by all providers involved shall be documented in the participant's case file.
- e. Provision of educational, job development, job placement, and job retention services.
- f. Quality referrals for job order, including professionally prepared resumes and materials.
- g. Workforce development technology systems to track services used by the participant and to provide the participant with information on growth industries in the Denver metro area and training provider performance. These technologies will include Connecting Colorado, and/or any other DEDO-DWS system of record.
- h. Refer participants for ancillary services as appropriate.

9.3 Knowledge and Skills

9.3.1 As mentioned above, in order to effectively provide the range of services that will be required, staff should develop certain additional skill sets and knowledge.

9.3.2 These skills and knowledge include, but are not limited to:

- a. Knowledge of RUN Grant guidelines and DEDO-DWS policies and procedures;

- b. A high level of command over caseload composition, status, and entry/exit needs;
- c. Knowledge of the various barriers to employment that job-seekers may face to assist job-seekers in overcoming those barriers, including supportive services;
- d. The ability to navigate the respective system of record and any other technology required for successful program management;
- e. The ability to use all available resources to achieve the employment and employment-related outcomes;
- f. Knowledge of local labor market data and/or knowledge of resources informing local labor market data;
- g. Knowledge of community resources and the ability to refer and link participants with necessary services;
- h. Clear understanding of the customer's right to confidentiality; that all information provided remains confidential and should not be released to employers or other service providers without consent from the customer or his/her legal guardian.

9.4 Staff Training and Professional Development Plan

9.4.1 The Sub-recipient may provide different methods of professional development and ongoing training for their staff. The Sub-recipient is expected to provide staff with opportunities for continuous development of skills related to RUN Grant funded services. The format may be third-party training, in-house training provided by the agency, training provided by the DEDO-DWS, or any combination. The specific skills focused on, the curriculum, and delivery methods are choices of the agency. The Sub-recipient must participate in the DEDO-DWS sponsored professional development activities, as applicable.

9.4.2 Staff Orientation and Onboarding

- a. The Sub-recipient is expected to provide orientation for those newly hired to deliver RUN Grant funding services. Such orientation should include overview of RUN Grant funding services, an overview of the relationship between the Sub-recipient, the DEDO-DWS, and mandated partners, basic skills and best practices for service delivery, and other topics as indicated at any point by the DEDO-DWS.

9.4.3 Staff Retention

- a. Since staff quality has a significant impact on the quality of service delivery, and since agencies will be devoting effort to hiring and training good staff, agencies are expected to take effective steps to ensure the retention of quality staff.

9.4.4 Salary and Wage Requirements

a. In accordance with its values, the DEDO-DWS seeks to provide high quality services to our customers. We believe in the increased professionalization of the workforce development field and strive to ensure that our system reflects the dignity of work. Consequently, the DEDO-DWS is requiring that all full-time positions receive a minimum salary that is in line with similar positions in the Denver metro area. The DEDO-DWS also strongly encourages the Sub-recipient to pay professional staff a competitive wage for their level of effort and expertise.

b. Salary and Bonus Limitations

“In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading ‘Employment and Training’ that are available for expenditure on or after June 15, 2006, shall be used by a recipient or sub recipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.” This new requirement includes all grant funded projects. The FY23 amount for Executive Level II is \$212,100.00. The Sub-recipient must comply with this requirement. (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>)

10.0 Administrative Responsibilities

10.1 Compliance, Reporting and Recordkeeping

10.1.1 The Sub-recipient must comply with all Local, State and Federal reporting requirements. Specifically, the Sub-recipient will be required to document, record, and report actual outcomes, as required by DEDO-DWS, on a monthly basis. Timely, detailed, and accurate information on operations and performance is crucial to effective management of Denver’s workforce development system. Therefore, funded agencies must capture and track (and enter to the respective system(s) of record) such information as requested by DEDO-DWS, and supply reports of such data in requested formats, in a professional manner, at requested intervals. All registrant data must be entered into the Connecting Colorado System (Connecting Colorado), which is the data tracking and case management system of record in Colorado.

10.1.2 In addition to Connecting Colorado, DEDO-DWS may require use of specific reporting or tracking systems, forms or other data management tools, and agencies are expected to have staff capable of executing against such requirements.

10.2 Customer Tracking Systems

10.2.1 The Sub-recipient shall use Connecting Colorado. The system shall be used, to track all job seeker and employer clients, including contact information, demographic information, program eligibility, services provided, outcomes and case notes. This data system must be used in accordance with the DEDO-DWS’s written policies or State PGLs, as may be amended from time to time.

10.2.2 All applicant and participant documentation associated with Stimulus grants must be stored in the participant's case file and scanned into Connecting Colorado no more than 14 calendar days of receipt or availability. This includes eligibility documentation, service entry, case notes, and other documentation and data entry required per DEDO Policy Series # 2023-DWS-05 and subsequent revisions.

10.2.3 Upon request by the Sub-recipient, the DEDO-DWS will provide unique login credentials for each Agency staff person that requires access to the data system to perform the Agency's duties under this Contract. Each staff person will be given the minimum access required to perform their specific role under the Contract. Connecting Colorado usernames and their associated passwords are confidential and must not be shared. Agency agrees to abide by and cause all staff users to abide by applicable data security, data access, data confidentiality, and data security agreements as provided by the City and County of Denver.

10.3 Language Assistance

10.3.1 The Sub-recipient must have sufficient Spanish-speaking staff to serve the Counties' significant Spanish-speaking populations. Other language capacity appropriate to the potential job-seeker customer population will also be required.

10.3.2 The Sub-recipient must ensure that it does not discriminate per Title VI of the Civil Rights Act of 1964? *"No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."* Federal grant recipients should make "reasonable efforts to provide for language assistance to ensure meaningful access for LEP persons to the recipient's programs and activities."

10.4 Accessibility to People with Disabilities

10.4.1 Title III of the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in "places of public accommodation" (businesses and non-profit agencies that serve the public) and "commercial facilities" (other businesses). Agencies who are not fully compliant with ADA are required to submit an "accessibility plan" outlining steps that need be taken by the leaseholder to become both programmatically and physically accessible and the planned implementation dates. This accessibility plan must meet the criteria set forth in the ADA. All program services and facilities are expected to be accessible to persons with disabilities. For the ADA Title III Technical Assistance Manual please visit: <http://www.usdoj.gov/crt/ada/taman3.html>

10.5 Equal Opportunity and Non-Discrimination

10.5.1 As a condition to this award of financial assistance from the Department of Labor, the Sub-recipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- a. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color, and national origin;
- b. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- c. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- d. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs.

10.5.2 Additionally, the Sub-recipient agrees to be in full compliance at all times with DEDO Policy Series # 2022-DWS-14, 'Accessibility', and DEDO Policy Series # 2022-DWS-15, 'Nondiscrimination, Equal Opportunity, and Universal Access' (including any subsequent revisions).

10.6 Customer Complaint Procedures

10.6.1 DEDO-DWS believes that customer complaints are opportunities to improve services. The primary goal of this complaint process is to address specific participant concerns, resolve the issues at hand in the most expedient manner, learn from the complaint and implement solutions throughout the entire system. The Sub-recipient must inform customers of the formal complaint process and work to resolve customer complaints in a timely fashion, as outlined in DEDO Policy Series # 2022-DWS-16, Denver Workforce Services Complaints, and any subsequent revisions.

10.7 Quality Control/Continuous Quality Improvement

10.7.1 The Sub-recipient is required to work with DEDO-DWS to ensure that the overall grant activities, deliverables, expenditures, and performance outcomes are in compliance with federal and state requirements.

10.7.2 The Sub-recipient shall submit a Quality Assurance plan to DEDO-DWS no later than September 30, 2023. At a minimum, this Quality Assurance plan shall include:

- a. The elements of work performance to be monitored, either on a scheduled or unscheduled basis;
- b. The methods to be used;
- c. The title(s) of the individuals(s) who will perform the monitoring;
- d. The method for identifying and preventing deficiencies in the quality of services performed before the level of performance can become unsatisfactory

10.7.3 The Sub-recipient is required to respond to all DEDO requests, error reports, and file reviews in a timely manner as determined by DEDO-DWS and ensure that all identified errors are corrected, if possible, within the designated timeframe. Overall, the Sub-recipient shall ensure that all RUN Grant funding services enrollments are in full compliance with Federal, State, and Local requirements.

10.7.4 The DEDO-DWS strives to deliver high quality services throughout the system. The Sub-recipient is expected to solicit customer feedback, analyze results, and identify areas for quality improvement. The DEDO-

DWS will be exploring ways to improve services and solicit feedback from its job seeker and business customers.

10.7.5 The Sub-recipient shall participate in associated trainings, evaluation processes, and activities and implement processes that improve the quality of services provided to customers.

10.8 Payroll and Wage Rate Policy

10.8.1 The Sub-recipient will be solely responsible for administering payroll services as either the **Employer of Record or through a third-party payroll provider and will follow work experience policy**; responsibilities to include the enforcement of all process and procedure in place for payroll, taxes, and worker's compensation coverage for program participants. Therefore, if the Sub-recipient plans to provide paid internships, work experiences, or other allowable compensated activities, these costs must be included as part of the contract budget. All participants enrolled in wage-paid activities shall not be paid less than the highest minimum wage under the Fair Labor Standard Act and Article XVIII, Section 15, of the Colorado Constitution or as specified in local policy.

10.9 Communications and Signage

10.9.1 The Sub-recipient is considered arms of Denver's workforce development system, much like branches or franchises of a corporation. As such, the Sub-recipient must adhere to all requirements and standards related to physical signage where services are provided including Equal Opportunity information, logos, publications, standard language in -related communications, and any other signage or communications requirements established by the DEDO-DWS. The Sub-recipient must also adhere to all requirements and standards related to physical and electronic marketing, per the guidelines of the DEDO-DWS Marketing Division.

10.9.2 Specifically, all print or electronic collateral that promotes any programs/services provided under this contract must adhere to the following:

- a. Include the Denver Workforce Services logo as the primary and most prominent entity responsible for the program/service;
- b. Include the wording, [Sub-recipient] is a Sub-recipient for the City and County of Denver," regardless of whether the Sub-recipient's name appears in the collateral;
- c. Include the required funding disclosure information as defined by DEDO Public Communications Policy Series #2020-FIN-01 or any subsequent revisions; and
- d. Include the required Equal Opportunity language: {Insert Program/Service Name here} is an [Equal Opportunity](#) employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Please dial 7-1-1 or 1-800-659-2656 to use the TTY service Relay Colorado.

10.10 Further details regarding these three requirements, as well as important guidelines regarding branding and messaging, will be provided by Denver Workforce Services, both in writing and electronically.

10.10.1 All collateral and external communications which shall be used with the public or any community partners must be submitted to Denver Workforce Services in advance for approval prior to display or distribution.

10.10.2 Social media postings may be exempt from the above logo requirements but must be approved in advance by Denver Workforce Services.

10.11 Technology Requirements

10.11.1 The Sub-recipient will need to match their organization's technological capacity to DEDO-DWS's minimal requirements. Any contractor connecting with Denver City IT must also comply with Denver's requirements that at minimum include VPN and background checks and annual Cyber Security Training.

10.11.2 All Computers at a minimum must have high speed internet access, Window 10 Enterprise Version 1909 and above, Current Release Google Chrome or Microsoft Edge, a graphics card that can support 1024x768. Security specifications must include: 1) automatic operating system upgrades, 2) firewall protection, 3) automatic virus upgrades, and 4) anti-spyware software.

10.12 Privacy and Confidentiality

10.12.1 The Sub-recipient must adhere to DEDO Policy Series # 2020-DWS-5, 'Personally Identifiable Information' and any subsequent revisions to ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud, and abuse as well as maintain a sophisticated and secure technology structure. These requirements must cover, at a minimum, the following:

- a. Participant eligibility documentation;
- b. Program participant records, including all services provided and costs expended per participant;
- c. Customers' records, including participant data forms, verification/documentation items, assessments tests and results, and documentation of outcomes;
- d. Protection of personal and confidential customer information, including protected health information (HIPAA); and
- e. Memoranda of Understanding (MOUs) between partner programs to share program, participant, and financial data that adhere to federal, state, and local privacy standards.

10.12.2 Organizations must follow City and County of Denver Executive Order 143 – Information Governance, House Bill 18-1128 – Personally Identifiable Information, NIST Privacy Framework and applicable laws including but not limited to Family Educational Rights and Privacy Act (FERPA), Criminal Justice Information Services (CJIS), Health Insurance Portability and Accountability Act (HIPAA), et al.

- 10.12.3 In addition, the Sub-recipient will require all program participants to sign a release of information that includes an explanation of the level and type of access, as well as restrictions on the use of the participant's data.
- 10.12.4 The Sub-recipient must provide DEDO with one of the following security control certifications on an annual basis: SSAE18, SOC2, ISO 27001, or most recent updated certification and/or other certification as agreed upon with Denver Tech Services.
- 10.12.5 The Service Provider must provide DEDO with a copy of data breach process and incident response policy at time of execution of contract and as modifications are made throughout the contract period. Policy must be in accordance with DEDO-DWS policies, as well as other local, State and Federal requirements.
 - a. The Sub-recipient must notify DEDO of any data breaches or security incidents within 24 hours of identifying any breach or incident and mediate within 30 days, in accordance with DEDO-DWS policies, as well as other local, State, and Federal requirements.
- 10.12.6 The Sub-recipient must agree that DEDO and the City and County of Denver has the right to audit security and data handling measures at any time during the contract.

10.13 Documentation Management and Retention

- 10.13.1 The Sub-recipient will maintain electronic copies of customer files in compliance with applicable regulations and City and County of Denver file retention requirements.
- 10.13.2 The Sub-recipient will be responsible for working with DEDO-DWS to fully implement paperless record keeping for all participants.
- 10.13.3 The Sub-recipient must ensure documents are legibly imaged to a prescribed file management and document imaging system.
- 10.13.4 The Sub-recipient must maintain program, participant, and financial records for five years from completion of services in accordance with the City and County of Denver file retention policy.
- 10.13.5 The Sub-recipient shall develop procedures that ensure the proper use of data and demonstrate that controls are sufficient to prevent identity theft, fraud and abuse as well as maintain a sophisticated and secure technology structure.



CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
Workforce Innovation and Reskilling, Upskilling, Next skilling Grants
PROGRAM YEAR 2024-2025
BUDGET SUMMARY

A. Respondent: Second Chance Center, Inc
B. Project: Career Pathways
C. Program Year: 2024-2025

D. Contract Number: OEDEV-202369681-00/202577812-01
E. Contract Period: July 1, 2023- April 30, 2025
F. Requested Amount: \$ 550,000

Budget Summary for Workforce Innovation And Reskilling, Upskilling, Next Skilling Grants

(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	\$ 324,250	100.00%	\$ -	0.00%		0.00%	\$ -	0.00%	\$ 324,250	100.00%
Fringe	133,956	100.00%	-	0.00%		0.00%	-	0.00%	133,956	100.00%
Office Expenses, Supplies, & Equipment	1,420	100.00%	-	0.00%		0.00%	-	0.00%	1,420	100.00%
Communication	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Insurance	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Subcontractor	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Other Direct Costs	-	#DIV/0!	-	#DIV/0!		#DIV/0!	-	#DIV/0!	-	100.00%
Indirect Costs	4,716	100.00%	-	0.00%		0.00%	-	0.00%	4,716	100.00%
Direct Costs excluded from MTDC	85,658	100.00%	-	0.00%		0.00%	-	0.00%	85,658	100.00%
TOTAL	\$ 550,000	100.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%	\$ 550,000	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
Workforce Innovation and Reskilling, Upskilling, Next skilling Grants
PROGRAM YEAR 2024-2025
BUDGET MODIFICATION**

A. Respondent:	<u>Second Chance Center, Inc</u>	D. Contract Number:	<u>OEDEV-202369681-00/202577812-01</u>
B. Program:	<u>Career Pathways</u>	E. Contract Period:	<u>July 1, 2023- April 30, 2025</u>
C. Program Year:	<u>2024-2025</u>	F. Award Allocation:	<u>\$550,000.30</u>

(1) Item of Expenditure	(2) Current Approved Budget (\$)	(3) Increases / (Decreases) (\$)	(4) Modified Budget (\$)	Original	Mod 1	Mod 2	Mod 3
Personnel	\$301,500	\$22,750	\$324,250	301,500.00			
Fringe	\$110,199	\$23,757	\$133,956	110,199.00			
Office Expenses, Supplies, & Equipment	\$1,420	\$0	\$1,420	1,420.00			
Communication	\$0	\$0	\$0	-			
Insurance	\$0	\$0	\$0	-			
Subcontractor	\$0	\$0	\$0	-			
Other Direct Costs	\$0	\$0	\$0	-			
Indirect Costs	\$21,256	-\$16,540	\$4,716	21,256.00			
Direct Costs excluded from MTDC	\$41,150	\$44,508	\$85,658	41,150.00			
TOTAL	\$475,525	\$74,475	\$550,000	475,525.00	-	-	-

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)

Note: This form must accompany all contract modification requests.



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM YEAR 2021
PERSONNEL & FRINGE BUDGET MODIFICATION**

A. Respondent: Second Chance Center, Inc

C. Contract Number: OEDEV-202369681-00/202577812-01

B. Program: Career Pathways

D. Contract Period: July 1, 2023- April 30, 2025

(1) Position/Title	(2) Employee(s) Name	(3) No. Employees	(4) Annual Salary (\$)	(5) Full-time Equivalent (FTE)	(6) Total Program Cost (\$)	(7) DEDO Share (\$)	(8) Brief Summary of Job Responsibilities (If not enough room include separate sheet).
Director of Program	Candice Sporhase- White	1	\$120,000	0.25	\$30,000	\$30,000	Program Evaluation, Sustainability and strategic planning, fund management and development, leadership development and accountability
Associate Director Career Pathways	Kevin Biehl	1	\$75,000	1.00	\$75,000	\$75,000	Career Pathways and ARP oversight, ensuring compliance with grant requirements, outreach and recruitment, staff development
Associate Director ARP	Kenneth Jordan	1	\$65,000	0.60	\$39,000	\$39,000	Oversight of all career pathways programming, data and grant compliance, employer relationship development
Career Navigator	Josh Hudleson	1	\$52,500	1.00	\$52,500	\$52,500	Employment readiness, job search and placement assistance, retention support
Training Coordinator	Renee Duncan-Miles	1	\$50,000	1.00	\$50,000	\$50,000	Employment intake and assessments, certificate enrollment and education retention
Program Administrator	TBD	1	\$55,000	1.00	\$55,000	\$55,000	Oversight of data and grant administration
Program Manager	Kyle Fowler	1	\$65,000	1.00	\$65,000	\$22,750	Program oversight career pathway programming - this is the only employee that is included in the budget modification request
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$366,500	\$324,250	

F. Fringe Benefits and Total Personnel Cost

Type of Fringe Benefits, includes the following, but not limited to:	Total Cost (\$)	DEDO Share (\$)	Please Show Calculations Below:
(10) a. Social Security & Medicare (FICA)	\$28,037	\$28,037	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA)	\$21,990	\$21,990	= 6.00% x Line 9
(12) State Unemployment Insurance (SUI)	\$3,665	\$3,665	= 1.00% x Line 9
(13) Workers Compensation	\$28,954	\$28,954	= 7.90% x Line 9
(14) Other (Please List) Medical	\$32,985	\$32,985	= 9.00% x Line 9
(15) Other (Please List) Pension Benefits	\$18,325	\$18,325	= 5.00% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)	\$133,956	\$133,956	
(17) Total Personnel Costs (Line 9 plus Line 16)	\$500,456	\$458,206	



CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM YEAR 2021
NON-PERSONNEL BUDGET MODIFICATION

(6)
Contract Amount: 550,000
Indirect Rate: 10.00%

A. Respondent: Second Chance Center, Inc **C. Contract Number:** OEDEV-202369681-00/202577812-01
B. Program: Career Pathways **D. Contract Period:** July 1, 2023- April 30, 2025

(1)	(2)	(3)	(4)	Variable #1	Variable #2	DEDO Share
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)			
OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL	\$1,420	\$1,420	Includes the following,			
Program Supplies /Equipment	\$1,420	\$1,420	construction materials, educational materials	4.00	355.00	100%
	\$0	\$0				100%
COMMUNICATION TOTAL	\$0	\$0	Includes the following,			
	\$0	\$0				0%
INSURANCE TOTAL	\$0	\$0	Includes the following,			
	\$0	\$0				100%
SUBCONTRACTOR TOTAL	\$0	\$0	Includes the following,			
	\$0	\$0				100%
OTHER DIRECT COSTS TOTAL	\$12,000	\$0	Includes the following,			
Learning Management System	\$12,000	\$0	participant access to online LMS	120.00	100.00	0%
	\$0	\$0				100%
Indirect / Administrative Cost	\$47,163	\$4,716	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method			
Indirect / Administrative Cost	\$47,163	\$4,716			Rounding (Up to \$5)	10%
DIRECT COSTS EXCLUDED FROM MTDC TOTAL	\$85,658	\$85,658	Includes the following,			
Licensing / Certificates	\$13,458	\$13,458	Forklift, Flagger, OSHA 10, First/Aid, CPR, Industrail Ath, MC3	80.00	168.22	100%
Supportive Servies	\$8,500	\$8,500	buss passes, gas cards, ride share credits	85.00	100.00	100%
CDL	\$63,700	\$63,700	CDL training - 3rd party vendor \$6250 per participant	10.00	6,370.00	100%
	\$0	\$0				100%
	\$0	\$0				100%
(5) TOTAL NON-PERSONNEL COSTS	\$146,241	\$91,794				