

SECOND REVIVAL AND AMENDATORY AGREEMENT

THIS SECOND REVIVAL AND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, and **STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY THE STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION FOR THE USE AND BENEFIT OF THE COMMUNITY COLLEGE OF DENVER**.

RECITALS:

WHEREAS, the Parties entered into an Agreement dated April 4, 2024, and a Revival and Amendatory Agreement dated September 23, 2025 (collectively, the “Agreement”), to support employers in incumbent Worker Training (IWT) or training and upskilling existing staff; and

WHEREAS, the Agreement expired by its terms on December 31, 2025, 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 to extend the Term, increase the Maximum Contract Amount, and amend **Exhibits A-1** and **B-1**, as further 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...**” and “**Exhibit A-1**” in the Agreement shall be amended to read: “...**Exhibits A, A-1, and A-2...**” as applicable. **Exhibit A-2** the Amended Scope of Services is attached and will control from and after the date of execution.

3. All references to “...**Exhibit B...**” and “**Exhibit B-1**” in the Agreement shall be amended to read: “...**Exhibits B, B-1, and B-2...**” as applicable. **Exhibit B-2** the Amended 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 November 1, 2024, and will expire at 11:59:59 p.m. on December 31, 2026 (the “Term”). The Term may be extended by written amendment to this Agreement. 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 services are completed or earlier terminated by the Director.”

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

“(1) Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **ONE MILLION EIGHTY-ONE THOUSAND NINE HUNDRED SIXTY-TWO DOLLARS AND NO CENTS (\$1,081,962.00)** (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 **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor’s risk and without authorization under this Agreement.”

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

7. 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-202582708-02; 202580043-01; 202477257
Contractor Name: COMMUNITY COLLEGE OF DENVER

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

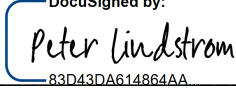
By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202582708-02; 202580043-01; 202477257
COMMUNITY COLLEGE OF DENVER

By:  _____
83D43DA614864AA

Name: Peter Lindstrom
(please print)

Title: Vice President for Academic Affairs & Provost
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SECOND AMENDED Scope of Services
Denver Careers Construction Program Service Provider
City and County of Denver Economic Development & Opportunity
And Community College of Denver - WorkNow
November 1, 2024 – December 31, 2026

Federal Award ID (FAIN) #: N/A
Federal Award Date:
Federal Awarding Agency:

Pass-Through Entities: City & County of Denver
Denver Economic Development & Opportunity (DEDO)
101 W. Colfax Ave Suite 850 Denver CO 80202

Awarding Official:

Pass-Through UEI #: N/A

Subrecipient UEI #: N/A

CFDA:

**Total Federal funds
obligated to subrecipient \$0.00**
Total amount of Federal Award \$0.00

1.0 Introduction

1.1 This scope of service outlines Program, Administrative, and other requirements that must be satisfied by **Community College of Denver** Services Provider, hereinafter referred to as the “Sub-recipient”, receiving funds from the City and County of Denver Economic Development & Opportunity (DEDO) on behalf of the Denver Workforce Development (DWD) to operate programs as prescribed by the City and County of Denver. This contract is not for research and development.

1.2 The purpose of this contract is to support employers in Incumbent Worker Training (IWT) or training and upskilling existing staff. This training will provide workers with the skills necessary to retain employment and see advancement within the organization. The Incumbent Worker Training program provides funding for businesses to avert layoffs, increase the company’s competitiveness, and see an increase in return on investment into their employees.

1.3 As policies and/or procedures are revised or updated, DEDO-DWD will release formal notification and policies electronically. DEDO-DWD will develop policies and procedures in alignment with local, state, and federal requirements. DEDO-DWD may request that the Contractor provide input on policy and/or procedure drafts; the Contractor is expected to provide input on the policy and/or procedure draft(s) to DEDO-DWD within specified timeframes.

1.4 The Contractor 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.

1.5 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:

1.5.1 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.

1.5.2 Subaward means an award provided by a pass-through entity to a Contractor for the Contractor 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

1.5.3 Characteristics that support the classification of the non-Federal entity as a Contractor 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.

1.5.4 A Contract refers to 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.

1.5.5 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 §200.330

The Contractor will adhere to the outcomes as listed below:

		Q2 Oct – Dec 2024 Q1 April – June 2025	Q3 Jan – Mar 2025 Q2 July – Sept 2025	Q4 April – June 2025 Q3 Oct – Dec 2025	Total
2025 Program Enrollments	N/A	New: 25 Total: 25	New 60: Total: 85	New:70 Total: 155	155
	Q1 Jan-Mar 2026	Q2 April – June 2026	Q3 July – Sept 2026	Q4 Oct – Dec 2026	Total
2026 Program Enrollments	New:45 Total: 200	New: 45 Total: 245	New: 40 Total: 285	New40 Total:325	

Quarterly benchmark numbers are cumulative and serve as a guide towards the progress of the total goal. Enrollment numbers are dependent upon funding guidelines under the DCCP Incumbent Worker Training program.

2.0 Provider Roles and Responsibilities

2.1 Responsibilities and Requirements for Contractor Financial Monitoring

- 2.1.1 DEDO-DWD requires that all recipients of funds authorized under the DCCP IWT 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 City and County of Denver is subject to (2 CFR §200.330).
- 2.1.2 The Contractor is responsible for oversight of the operations of award supported activities. The Contractor must monitor its activities under this award to assure compliance with applicable City and County of Denver policies, requirements and performance expectations are being achieved. Monitoring by the Contractor must cover each program, function, or activity.
- 2.1.3 Additionally, the Contractor will be monitored by DEDO-DWD to ensure that the sub award is used for authorized purposes, in compliance with City and County of Denver, 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 Contractor monitoring shall include:

- Reviewing financial and performance reports required by the pass-through entity.
- Following-up and ensuring that the Contractor takes timely and appropriate action on all deficiencies pertaining to the City and County of Denver award provided to the Contractor from the pass-through entity detected through audits, on-site reviews, and other means.
- Issuing a management decision for audit findings pertaining to the City and County of Denver award provided to the Contractor from the pass-through entity as the City and County of Denver follows 2 CFR 200.

3.0 Relationship with the DEDO-DWD

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-DWD intends to support the Contractor by providing certain services and supports.

3.1 The DEDO-DWD shall provide the Contractor with the following at minimum but not limited to:

- a. Orientation to federal, state, and local policies and procedures, as applicable;
- b. Ongoing training on the Connecting Colorado data collection procedures as needed;
- c. Training regarding DEDO policies/procedures related to DCCP funding as determined necessary by DEDO and/or requested by sub-recipient;
- d. Technical assistance, including information on best practices, and assistance in implementing effective management practices, customer service practices, etc.;
- e. Collaboration with DEDO-DWD Employer Services team which can include technical assistance, job fairs, customized recruitments, incumbent worker training, labor market information (LMI), and other information and services as deemed necessary;
- f. Ongoing responsive support;
- g. Opportunities to share successful practices and discuss issues with other contracted service providers and partners; and
- h. The Contractor shall be required to participate in technical assistance and training as designated by DEDO-DWD throughout the term of this contract.

4.0 Program Service Delivery and Customer Flow

4.1 Program Components

- 4.1.1 The purpose of these funds is to invest in the talent development of jobseekers through upskilling Colorado workers. This program is anchored around Incumbent Worker Training opportunities for participants. While other services and supports may be available to the individuals, an Incumbent Worker Training placement is a required component of the program.
- 4.1.2 Incumbent Worker Training is designed to meet the specific requirements of an employer or group of employers with the commitment that the business

or businesses employ an individual(s) upon successful completion of the training.

4.1.3 Allowable types of training include:

- The introduction of new technologies;
- The introduction to a new product or service procedures that may lead to increased competitiveness and improve the efficiency of the business operations;
- Upgrading to new jobs that require additional skills;
- Registered Apprenticeship programs;
- English as a Second Language (ESL) training; and
- Other appropriate purposes identified by the employer as essential to retention and/or advancement and approved by DEDO-DWD.

4.1.4 Allowable training providers include:

- Community and technical colleges;
- Vocational-technical centers;
- State colleges and universities;
- Licensed and certified private entities/institutions;
- Industry specific consulting or training organizations;
- Professional associations or credentialing entities; and
- The business itself (through in-house trainers). If in-house training is provided, it must be for training to support new skills that will make the employer more competitive or avert layoffs.

4.1.5 Reimbursable costs include:

- Instructor's/Trainer's training-related wages;
- Curriculum Development;
- Textbooks, manuals, materials, and supplies; and
- Examination for certification (if a separate cost).

4.1.6 Costs that are not reimbursable include:

- Employee/trainee wages;
- Costs incurred prior to the date of the participant's program enrollments;
- Capital improvements;
- Travel, food, and lodging;
- Membership fees and/or dues; and
- Training Equipment Purchases need DEDO's approval before they are considered allowable reimbursable expenses.

4.1.7 Sub-recipients are required to pay the non-covered share of the cost of providing training to their incumbent workers, if applicable.

4.1.8 Employers participating in the program are required to retain all employees receiving this training under this grant for a minimum of six (6) months post-training. Training providers are expected to work with participants and

employers to ensure participants are retained within the industry or occupational group for a minimum of six months post-training.

4.1.9 The following criteria will be assessed to determine the appropriateness and allowability for incumbent worker training:

- The characteristics of the incumbent workers to be trained, specifically the extent to which they historically represent individuals with barriers to employment and how they would benefit from retention or advancement.;
- The quality of the training (e.g. industry-recognized credentials, advancement opportunities);
- The number of participants the employer plans to train or retain; and
- The wage and benefit levels of participants (before and after training).

4.1.10 Training must be:

- Designated to meet the special requirements of an employer or group of employers to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment;
- Conducted with a commitment by the employer to avert the layoff of the incumbent worker(s) trained, or otherwise retain the worker(s), or to promote the worker within the organization;
- May only begin after the participant has been deemed eligible and enrolled in the program;
- Delivered after the participant has been deemed eligible and enrolled into the program; and
- May include apprenticeship training.

4.1.11 The Incumbent Worker (the participant):

- Must be employed, meeting the Fair Labor Standards Act Requirements for an employer-employee relationship; and
- Must have an established employment history with the industry or occupational group for a minimum of six months. As these funds are being released by the City and County of Denver, selected providers should be focused on serving either Denver residents or Denver employers, or both.

4.2 Participant Eligibility

4.2.1 Contractor shall follow eligibility guidelines as defined as follows:

- Denver resident (preferred)/Colorado resident;
- Eligible to work in the United States of America;
- 16 years or older at the date of the application;
- Falls within one of the following DCCP priority populations:
 - Socially disadvantaged - A minority individual or woman who has been subjected to racial, ethnic or gender prejudice

or significant cultural bias within American society in the city's marketplace because of his or her identity as a member of a group and without regard to individual qualities. Social disadvantage must stem from circumstances beyond the individual's control;

- Individual or family is currently receiving public assistance
- Veteran - any person who has served any amount of time in any branch of the United States Armed Forces;
- Lives in a DCCP priority neighborhood - Sun Valley, Globeville, Westwood, Barnum, Lincoln Park, Villa Park, Elyria Swansea, Clayton, Montbello, Northeast Park Hill, Valverde, College View, Athmar Park, Cole, East Colfax, Ruby Hill, Mar Lee, and Kennedy.

- The Contractor will verify program eligibility prior to program enrollment in accordance with DEDO-DWD policy. Documentation verifying eligibility for all programs must be collected within the timeframes required by DEDO-DWD. Eligibility documentation must be obtained and retained electronically in the system of record, Connecting Colorado.

4.3 Proposed Program Design

The Contractor submitted the following program design to DEDO-DWD:

Incumbent worker training and upskilling will focus on three areas for employed WORKNOW members pursuing retention and career growth support. These courses are selected based on the needs identified as "most valuable to support retention" in the 2023 WORKNOW employer partner survey and the 2023 WORKNOW member survey.

The proposed 325 individuals receiving training will come from three different areas:

- Entry position advancement (training to include apprenticeship scholarships for individuals moving from helper, laborers or tech positions, and trade skill bootcamps in electrical and carpentry and concrete to advance laborers, Basic safety and traffic control);
- General adult education and English language courses (including language, GED Prep or Adult High School Diploma),
- Upskilling Credential Attainment (training to include Safety and Environmental certifications as selected by employers, CDL, Blueprint Reading and Workplans, Project Leadership for New Foremen, Building Operations Maintenance, Emerging green technologies, CAD/BIM Foundations, Professional and Business Services, Welding Fundamentals), and Incumbent Worker Licensure Support (services to include paid testing fees to support for journey workers or master's that

wish to obtain licensure but cannot afford fees; includes standard trades licenses such as plumbing and electrical, as well as licensure testing for key sustainability credentials such as LEED)

Training in all three categories will be delivered by Contractor, through its workforce training division, and through training partners which may include, but is not limited to Associated General Contractors, Build Strong Academy, Colorado Building and Construction Trades Council, Colorado Skills Institute, Colorado Safety and Supply Company, Community College of Aurora, Construction Education Foundation, Emily Griffith Technical College, Environmental Consulting Services, Ez Excavating / Real World Construction Training, Contractor Academy, IFMA, Fortified Academy, Front Range Community College, Jewish Family Services, Johnstone Supply, Maxx Impact Group Academy, Red Rocks Community College, Trivent Safety, and a CDL training provider to be identified through a review process in accordance with state purchasing guidelines. Courses will be delivered in person or virtual, at times to support work schedules, such as nights and weekends, as prioritized by partnering employers

Registered Apprenticeship instruction will be primarily provided through the JATC registered apprenticeship programs affiliated with the Colorado Construction and Building Trades, and through the Independent Electrical Contractors and Construction Industry Training of Colorado. Other apprenticeship programs may be added, provided they are registered with the State of Colorado's Apprenticeship office and authorized for partnership by a Denver Construction Careers Program (DCCP) representative.

Staff commit to receiving business referrals from the DCCP team as applicable for additional training providers in any of the categories.. All of the training credentials in this proposal support required training criteria for this funding opportunity including upgrading to new jobs that require additional skills, registered apprenticeship training and the introduction of new technologies to increase business competitiveness and worker skills.

5.0 Program Enrollment, Documentation, and Exits

5.1 Tracking in Connecting Colorado:

5.1.1 Connecting Colorado is the system of record for this program. Program participants must be registered in Connecting Colorado under Program Code 'DT' in DEDO-DWD policy. All services must be entered using existing service codes in Connecting Colorado. Data entry of any credentials earned are required for each participant. All applicant and participant documentation associated with the DCCP IWT program is required to be scanned into Connecting Colorado within 14 days of receipt or availability. This includes eligibility documentation, service entry, case notes, and other documentation and data entry required per DEDO policy.

- 5.1.2 Contractor shall follow case file requirements and exit guidelines as defined in DEDO-DWD policy and procedures.
- 5.1.3 Contractor agrees to maintain and provide attendance, payroll, and other documentation. Specific reimbursement documentations include, but are not limited to:
 - Proof of payment to training (receipt)
 - Receipts of other approved costs
 - Proof of training completion (certificate) issued by the training
 - Description of training curriculum (agenda)
 - Training plan (includes dates and length of training)

5.2 Orientation, Assessment, and Suitability

- 5.2.1 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.

6.0 Performance Management and Outcomes

6.1 Performance Outcomes and Benchmarks

- 6.1.1 The Contractor 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.
- 6.1.2 In addition, the following benchmarks will be monitored and evaluated as part of future funding recommendations:
 - Expenditure rates
 - Three Part Program Cost Breakdown
 - Direct cost to customer
 - Admin/Oversight (management)
 - Program Delivery (case managers)
 - Programmatic compliance
- 6.1.3 **Grant Performance Measures**
The DCCP IWT funding has specific targets for some performance measures. Other measures will be tracked to set a baseline for future programs.

Community College of Denver Performance Measures:

# of participants served	325
# of individuals who have started training programs	300
# of individuals who have completed short-term trainings programs	225
# of and types of credentials earned	270
# of individuals entering employment	N/A
Quarterly expenditure of funds	TBD ??
Number of participants who retain employment	240
Number of participants who receive a promotion as result of the training	90
Number of participants who receive a wage increase after training	112

6.1.4 Periodic Reporting and Meetings

- The Contractor must comply with all Local reporting requirements.
- As required by the DEDO-DWD, the Contractor 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-DWD. The Contractor 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-DWD.
- The Contractor is also required to have staff representation at all administrative meetings and staff training workshops as determined by the DEDO-DWD.
- The DEDO-DWD will hold monthly/quarterly review meetings with the Contractor to review progress toward planned versus actual benchmarks.
- Ad hoc and periodic reports will be required and should be anticipated.
- The Contractor must have skilled and/or trained staff who will design and/or maintain an information system that will provide data on who is served (i.e. customer demographic information), when and how they are served (i.e. service delivery information) and the outcomes achieved (i.e. performance data).
- The Contractor will be continually evaluated based on their performance on program performance measures and the DEDO-DWD benchmarks. This progress will be reviewed at Monthly TA meetings. In the event that the Contractor is failing to meet benchmarks they shall submit corrective action plans or participate in training or technical assistance meetings. The Contractor will present progress toward benchmarks at select Workforce Development meetings.

- Contractor renewals will be largely based on achievement of benchmarks. The DEDO-DWD 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.
- Where required or permitted by law or regulations, the DEDO-DWD reserves the right to add, remove or change measures, targets, conditions, or restrictions as it deems reasonable.

6.1.5 Reporting Requirements

The Contractor must report the below quarterly performance information to DEDO designated staff:

- Number of participants served
- Number of participants who have started training programs
- Number of participants who completed short-term training programs
- Number and type of credentials earned
- Number of participants entering employment
- Quarterly expenditure of funds
- Number and percentage of participants who retain employment
- Number and percentage of participants who receive a promotion as result of training
- Number of participants who will receive a wage increase as a result of training

6.1.6 Financial Reporting

The Contractor will submit expenditures each month using standard fiscal reporting procedures.

Quarter Ending	Report Due to DEDO*
December 31, 2024	January 3, 2025
March 31, 2025	April 4, 2025
June 30, 2025	July 15, 2025

**Dates are subject to change*

SECOND AMENDED Reporting Period	Report Due Date
April 1 – June 30, 2025	July 10, 2025
July 1 – September 30, 2025	October 10, 2025
October 1 – December 31, 2025	January 12, 2026
January 1 – March 31, 2026	April 15, 2026

April 1 – June 30, 2026	July 15, 2026
July 1 – September 30, 2026	October 15, 2026
October – December 31, 2026	January 31, 2027

7.0 Program Staffing

7.1 The Contractor should provide case management services to program participants.

7.2 DEDO-DWD 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-DWD system of record.
- h. Refer participants for ancillary services as appropriate.

7.3 Knowledge and Skills

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.

7.3.1 Knowledge of IWT guidelines and DEDO-DWD policies and procedures:

- a. A high level of command over caseload composition, status, and entry/exit needs;

- b. Knowledge of the various barriers to employment that job-seekers may face to assist job-seekers in overcoming those barriers, including supportive services;
- c. The ability to navigate the respective system of record and any other technology required for successful program management;
- d. The ability to use all available resources to achieve the employment and employment-related outcomes;
- e. Knowledge of local labor market data and/or knowledge of resources informing local labor market data;
- f. The ability to use all available resources to achieve the educational and educational-related outcomes;
- 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; and
- i. A clear understanding of the roles of business intermediaries and their role in making high quality referrals in a timely and focused manner.

7.3.2 **Business Services**

- a. The Contractor will conduct employer outreach to develop job placements for participants. They may also hold focused hiring events for participants, virtual hiring events, and may also develop work-based learning interventions to ensure participants are gaining industry recognized skills and credentials.

7.3.3 **Supportive Services**

- a. The grant may supplement allowable supportive services funding by providing support services, as needed and reasonable, to support the success and outcomes of program participants. For participants requiring supportive services, local areas will provide services when possible and as participants are eligible.

7.4 Staff Training and Professional Development Plan

- 7.4.1 The Contractor may provide different methods of professional development and ongoing training for their staff. The Contractor is expected to provide staff with opportunities for continuous development of skills related to DCCP funding services. The format may be third-party training, in-house training provided by the agency, training provided by the DEDO-DWD or any combination; the specific skills focused on, the curriculum and delivery

methods are choices of the agency. The Contractor must participate in the DEDO-DWD sponsored professional development activities as applicable.

7.4.2 Staff Orientation and Onboarding

- a. The Contractor is expected to provide orientation for those newly hired to deliver DCCP IWT services. Such orientation should include overview of services; overview of relationship between the Sub-recipient, the DEDO-DWD, basic skills and best practices for service delivery; and other topics as indicated at any point by the DEDO-DWD.

7.4.3 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.

7.4.4 Salary and Wage Requirements

- a. In accordance with its values, the DEDO-DWD 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-DWD 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-DWD also strongly encourages the Contractor 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 PY24 amount for Executive Level II is \$221,900. The Contractor must comply with this requirement. (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>)

8.0 Administrative Responsibilities

8.1 Compliance, Reporting and Recordkeeping

- 8.1.1 The Contractor must comply with all Local, State and Federal reporting requirements. Specifically, the Contractor will be required to document, record, and report actual outcomes, as required by DEDO-DWD, 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-DWD, and supply reports of such data in requested formats, in a professional manner, at requested intervals. All participant data must be entered into the Connecting Colorado System (Connecting Colorado), which is the data tracking and case management system of record in Colorado.

- 8.1.2 In addition to Connecting Colorado, DEDO-DWD 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.

8.2 Customer Tracking Systems

- 8.2.1 The Contractor 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-DWD's written policies which may be updated, as needed. Upon request by the Sub-recipient, the DEDO-DWD will provide a unique username 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. The 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 the City and County of Denver Data Confidentiality and Security Agreement.

8.3 Language Assistance

The Contractor will be in accordance with The City of Denver's Executive Order 150 and the DEDO-DWD Language Assistance plan by having the capacity to provide language assistance services to potential and enrolled participants with limited English Proficiency to ensure meaningful access to the Incumbent Worker Training program. This may include providing written language assistance services, and/or oral language assistance services, as needed.

8.4 Accessibility to People with Disabilities

- 8.4.1 All entities under contract with the City and County of Denver are required to fully comply with Title III of the Americans with Disabilities Act (ADA and all other applicable federal, state, and local disability rights laws.

As per Title III, contracted agencies, when functioning as "public accommodations" or "commercial facilities," must:

- Ensure that individuals with disabilities are not excluded, segregated, or treated unequally while receiving your goods, services, and facilities.
- Provide auxiliary aids and services to ensure effective communication for individuals with hearing, vision, or speech disabilities, if doing so does not cause an “undue burden”.
- Make reasonable modifications to policies, practices, and procedures to ensure individuals with disabilities have an equal opportunity to enjoy goods and services, unless doing so would fundamentally alter the nature of the business.
- Remove architectural and structural barriers in existing facilities where it is “readily achievable,” meaning it can be done without much difficulty or expense.

If any aspect of the Contractor’s programs, services, or facilities is found to be out of compliance, the Contractor agrees to take prompt and appropriate corrective action at no additional cost to the Client.

8.5 Equal Opportunity and Non-Discrimination

- 8.5.1 As a condition to this award, the Contractor 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.
- Page 6 of 10 The grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. The Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

8.6 Customer Complaint Procedures

- 8.6.1 DEDO-DWD 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 Contractor must inform customers of the formal complaint process and work to resolve customer complaints in a timely fashion, as outlined in DEDO-DWD’s Complaints policy.

8.7 Quality Control/Continuous Quality Improvement

- 8.7.1 The Contractor is required to work with DEDO-DWD to ensure that the overall grant activities, deliverables, expenditures, and performance outcomes are in compliance with federal and state requirements.
- 8.7.2 The Contractor shall submit to DEDO-DWD its plan to ensure, but not limited to the following:
 - 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.
- 8.7.3 The Contractor is required to respond to all DEDO requests and error reports in a timely manner and ensure that all identified errors are corrected, if possible within the designated timeframe. Overall, the Contractor shall ensure that all DCCP IWT program enrollments are in full compliance with DEDO-DWD policies.
- 8.7.4 The DEDO-DWD strives to deliver high quality services throughout the system. The Contractor is expected to solicit customer feedback, analyze results, and identify areas for quality improvement.
- 8.7.5 The Contractor shall participate in associated trainings, evaluation processes, and activities and implement processes that improve the quality of services provided to customers.

8.8 Meetings and Trainings

- 8.8.1 The Contractor 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 Contractor shall meet no less than monthly with the DEDO-DWD to review progress toward planned versus actual benchmarks.

8.9 Communications and Signage

- 8.9.1 The Contractor must adhere to all requirements and standards related to physical signage where services are provided including Equal Opportunity language, logos, publications, standard language in related communications, and any other signage or communications requirements established by the DEDO-DWD. The Contractor must also adhere to all requirements and standards related to physical and electronic marketing, per the guidelines of the DEDO Marketing Division.

- 8.9.2 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 Development logo as the primary and most prominent entity responsible for the program/service;
 - b. Include the wording, [Sub-recipient] is a Contractor for the City and County of Denver," regardless of whether the Sub-recipient's name appears in the collateral; and
 - c. Include the required EO 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.*

8.10 Further details regarding these three requirements, as well as important guidelines regarding branding and messaging, will be provided by Denver Workforce Development.

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

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

8.11 Technology Requirements

8.11.1 The Contractor will need to match their organization's technological capacity to DEDO-DWD'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 City and County of Denver annual Cyber Security Training for staff with access to City and County of Denver systems.

8.11.2 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.

8.12 Privacy and Confidentiality

8.12.1 The Contractor must adhere to the DEDO-DWD Personally Identifiable Information policy 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.

8.12.2 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.

8.12.3 In addition, the Contractor 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.

8.12.4 The Contractor must provide DEDO with one of the following security control certifications on an annual basis: SSAE18, SOC2, ISO 27001 or other certification as agreed upon.

8.12.5 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-DWD policies, as well as other local, State and Federal requirements.

- a. The Contractor 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 City and County of Denver policies, as well as other local, State, and Federal requirements.

8.12.6 The Contractor 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.

8.13 Documentation Management and Retention

8.13.1 The Contractor must ensure documents are legibly imaged to a prescribed file management and document imaging system.

8.13.2 The Contractor must maintain program, participant, and financial records in accordance with the City and County of Denver file retention policy.

8.13.3 The Contractor 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
Incumbent Worker Training Program
PROGRAM YEAR 2024
BUDGET MODIFICATION**

A. Respondent:	<u>Community College of Denver</u>	D. Contract Number:	<u>202582708-02</u>
B. Program:	<u>WORKNOW Incumbent Workers</u>	E. Contract Period:	<u>11/1/24-12/31/26</u>
C. Program Year:	<u>PY24-26</u>	F. Award Allocation:	<u>\$1,081,962.00</u>

(1) Item of Expenditure	(2) Current Approved Budget (\$)	(3) Increases / (Decreases) (\$)	(4) Modified Budget (\$)	Original	Mod 1	Mod 2	Mod 3
Personnel	\$120,750	\$0	\$120,750	52,600.00	49,500.00	120,750.00	
Fringe	\$49,906	\$0	\$49,906	19,462.00	15,096.00	49,906.00	
Office Expenses, Supplies, & Equipment	\$5,917	\$0	\$5,917	4,000.00	4,000.00	5,917.00	
Communication	\$9,000	\$0	\$9,000	5,000.00	5,000.00	9,000.00	
Insurance	\$0	\$0	\$0	-	-	-	
Subcontractor	\$38,000	\$0	\$38,000	-	-	38,000.00	
Other Direct Costs	\$12,000	\$0	\$12,000	6,000.00	6,000.00	12,000.00	
Indirect Costs	\$85,164	\$0	\$85,164	32,360.00	29,897.00	85,164.00	
Direct Costs excluded from MTDC	\$761,225	\$0	\$761,225	662,540.00	672,469.00	761,225.00	
TOTAL	\$1,081,962	\$0	\$1,081,962	781,962.00	781,962.00	1,081,962.00	-

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
Incumbent Worker Training Program
PROGRAM YEAR 2024
PERSONNEL & FRINGE BUDGET MODIFICATION**

A. Respondent: _____ Community College of Denver _____

C. Contract Number: _____ 202582708-02 _____

B. Program: _____ WORKNOW Incumbent Workers _____

D. Contract Period: _____ 11/1/2024-12/31/2026 _____

(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).
Incumbent and Business Liason	Jami Toombs	1	\$62,500	1.00	\$62,500	\$31,250	Business Navigator and course enrollment and planning navigation with incumbent workers; one position working full time 100% for grant for up to 6 months (beyond
Admin Hours	Nancy Velario	1	\$26,000	1.00	\$26,000	\$26,000	Hourly position (\$26 per hour at 20 hours per week; not to exceed 1000 hours); support enrollment documentation collection and data tracking
Office Manager	Janell Gotier Juanda	1	\$68,000	0.30	\$20,400	\$0	Oversee intake navigator; support data outcome measure tracking
VP of Workforce & Community Partners	Katrina Wert	1	\$140,000	0.25	\$35,000	\$0	Facilitate coalition partnerships; support overall grant outcome tracking and provide liason services to DEDO and DCCP
Intake Navigator	To Be Hired	1	\$60,000	1.00	\$60,000	\$60,000	Support incumbent worker enrollment and advising including career planning and training and service enrollment; coordinate with retention support providers
Curriculum Specialist Hours	To be Hired	1	\$3,500	1.00	\$3,500	\$3,500	Support curriculum design and stackability of new courses and connect work-based learning activities into existing courses for career growth (47.26 per hour at 200
Community Engagement Manger	Daniel Limache	1	\$58,000	0.30	\$17,400	\$0	Oversee peer mentor work, networking nights and communication of activity to network partners
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$224,800	\$120,750	

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)	\$17,197	\$10,318	= 7.65% x Line 9
(11) Federal Unemployment Tax (FUTA)	\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI)	\$0	\$0	= 0.00% x Line 9
(13) Workers Compensation	\$0	\$0	= 0.00% x Line 9
(14) Other (Please List) Medical	\$65,979	\$39,587	= 29.35% x Line 9
(15) Other (Please List) Pension Benefits	\$0	\$0	= 0.00% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)	\$83,176	\$49,906	
(17) Total Personnel Costs (Line 9 plus Line 16)	\$307,976	\$170,656	



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
Incumbent Worker Training Program
PROGRAM YEAR 2024
NON-PERSONNEL BUDGET MODIFICATION**

A. Respondent: Community College of Denver **C. Contract Number:** 202582708-02
B. Program: WORKNOW Incumbent Workers **D. Contract Period:** 11/1/2024-12/31/2026

(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)
OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL	\$7,417	\$5,917	Includes the following, but not limited to:
Office supplies for enrollment team for incumbent	\$4,417	\$4,417	office materials for WORKNOW events associated with DEDO funding such as peer mentor networking nights,
LapTop Computer & Docking Monitor for new sta	\$3,000	\$1,500	technology tools for new DEDO funded staff
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
COMMUNICATION TOTAL	\$18,000	\$9,000	Includes the following, but not limited to:
Printing of program collateral and marketing mater	\$10,000	\$5,000	Printing of materials for work sites to promote incumbent services at city of Denver projects-- including informational posters, banners, etc.
Communication and Survey platform (text, mail ca	\$8,000	\$4,000	Portion of support towards Jot form subscription to support incumbent worker and employer partner surveys (partial support towards DEDO activities only)
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
INSURANCE TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
SUBCONTRACTOR TOTAL	\$38,000	\$38,000	Includes the following, but not limited to:
Storytelling and Photography / Videography	\$19,250	\$19,250	Coco Creative to provide photography and videography services featuring WORKNOW incumbent workers and employer partners (w/DCCP approval)
Design	\$18,750	\$18,750	RNR to provide web, branding and design work
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$24,000	\$12,000	Includes the following, but not limited to:
Peer Mentors	\$24,000	\$12,000	Peer Mentors; 10 @ \$1200 per mentor (support for half of mentor stipends in 2024 and remainder to be paid by other funding sources)



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
Incumbent Worker Training Program
PROGRAM YEAR 2024
NON-PERSONNEL BUDGET MODIFICATION**

A. Respondent: Community College of Denver **C. Contract Number:** 202582708-02
B. Program: WORKNOW Incumbent Workers **D. Contract Period:** 11/1/2024-12/31/2026

(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)
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
INDIRECT COSTS TOTAL	\$85,164	\$85,164	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$85,164	\$85,164	
DIRECT COSTS EXCLUDED FROM MTDC TOTAL	\$828,525	\$761,225	Includes the following, but not limited to:
Workwear for enrolled incumbents and starter app	\$40,500	\$32,400	\$300 pp up to 135 people
Tool kits from manufacturers for starter apprentice	\$68,000	\$44,200	up to \$850 per kit with minimum of 80 people
Tool Voucher Purchasing for enrolled incumbnets	\$48,000	\$33,600	up to \$400 pp up to 120
CCD provided non-credit skills training	\$81,250	\$81,250	CCD Non-credit Upskilling Tuition (up to \$1250 pp for minimum of 65); depending on timing, courses may include Foreman Foundations Training, Building Managers/ Maintenance Training (with IEMA), CAD/BIM
CCD provided language or GED/Adult High Scho	\$12,250	\$12,250	CCD Non-credit support for language or GED or high-school diploma courses based on employer demand (up to \$350 for a minimum of 35)
Incumbent Worker Trade Bootcamps	\$37,500	\$30,000	Incumbent worker training designed to advance skills of entry-level construction workers into trade pathways (est @ up to \$500 pp; up to 75)
Navigation services provided by WorkLife Partner	\$59,150	\$59,150	Navigation services, workshops intensive retention coaching from Work Life Partnership for a minimum of 65 incumbent workers
Retention services provided by DALF	\$79,375	\$79,375	Retention service delivery at DALF to assist with retention needs of a minimum of 125 incumbent workers
Incumbent Worker Upskilling	\$135,000	\$135,000	Safety, environmental professional service courses at training partners identified in SOW at a scholarship rate not to exceed \$1250 pp; up to 108 people
Heavy Equipment & CDL	\$200,000	\$200,000	includes heavy equipment operation and simulation training through vendors named in SOW; CDL A instruction (CDL provider TBD through vendor RFP and agreements with work force agencies)
Licensing and Apprenticeship Supports	\$67,500	\$54,000	Includes licensing test fees for journeyworkers or masters unable to afford test, as well as apprenticeship tuition support; up to \$750 pp @ 90
	\$0	\$0	
(5) TOTAL NON-PERSONNEL COSTS	\$1,001,106	\$911,306	