

## AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **COUNTY OF LARIMER BOARD OF COUNTY COMMISSIONERS**, with an address of 200 West Oak Street, Suite 4000, Fort Collins, CO 80521-2713 (the "Contractor"), collectively "the parties".

The parties agree as follows:

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

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

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

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

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

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

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

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

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

2. **TERM:** The Agreement will commence on January 1, 2015 and will expire on September 30, 2018 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

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

4. **SERVICES TO BE PROVIDED:**

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

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

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

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

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

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

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

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

**D. Budget modifications:** Budget line items may only be modified by the written approval of the Director or the Director's designee, if in the sole judgment of the Director or the Director's designee such modification is reasonable and appropriate. However, such budget modifications will not alter the Maximum Contract Amount. Any modification to **Exhibit A** shall not take effect until approved in writing. Any modification to **Exhibit A** agreed to by the parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

**E. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed Seven Hundred Nine Thousand Seven Hundred Fifty-Five and 20/100 Dollars (\$709,755.20) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

**F. Recovery of incorrect payments:** The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including but not limited to applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official

conducting the audit or review. For the avoidance of doubt, the foregoing in no way limits Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the Federal Government, State Government, or the City in accordance with applicable Federal Laws, State Laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver.

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

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

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

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

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

**7. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of

time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

## **8. TERMINATION OF AGREEMENT:**

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

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

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

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

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

**9. REQUIRED BACKGROUND CHECKS:** The Contractor shall cooperate and comply with the City's Office of Economic Development's "Background Checks

Concerning Placement of Youth Participants Policy” for programs or services provided to youth under age 18.

**10. EXAMINATION OF RECORDS:**

**A.** Any authorized representative of the City, including the City Auditor or his or her representative, or any authorized representative of the State of Colorado or the federal government will have the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of six (6) years after the final payment under the Agreement or expiration of the applicable statute of limitations whichever is longer.

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

**C.** The Contractor is subject to any and all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements.

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

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

**13. LIABILITY:** Each Party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Section 10 or any other provision of this Agreement or any Amendment or Exhibit shall be construed as a waiver of the notice requirements,

defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et seq.) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law. This obligation shall survive termination of this Agreement.

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

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

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

**16. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

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

**18. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all

contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

**20. CONFLICT OF INTEREST:**

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

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

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

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

With a copy of any such notice to:

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

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

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

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

**25. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

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

the State of Colorado, and the United States Government, and the following additional federal requirements:

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

**B.** Wagner-Peyser Act of 1933, as amended by the Workforce Investment Act of 1988 (WIA); and the Workforce Investment Act 1998, Public Law 105-220, as codified at 29 U.S.C. §2801, *et seq.*

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

- (1) 29 CFR Part 97, for State/Local Governments and Indian Tribes;
- (2) 29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations;
- (3) 2 CFR 225, for State/Local Governments and Indian Tribes;
- (4) 2 CFR 220, for Institutions of Higher Education;
- (5) 2 CFR 230, for Non-Profit Organizations;
- (6) 48 CFR Part 31;
- (7) 29 CFR Part 96 and 99, Single Audit Act;
- (8) 29 CFR Part 93, Lobbying Certification;
- (9) 29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements;
- (10) 29 CFR Part 98, Debarment and Suspension; Drug Free Workplace;
- (11) 20 CFR Part 652, *et al.*, Workforce Investment Act
- (12) **The Federal Funding Accountability and Transparency Act of 2006, FFATA.**
- (13) **Drug Free Workplace:** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*

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

**E.** Any and all Grant Awards, Contracts, or other Agreements governing this Agreement including without limitation the Award from the U.S. Dept. of Labor Employment and Training Administration to the City and County of Denver, City

Alfresco No. 201419635 (“Federal Grant Award”). The terms and conditions of the said grant are incorporated herein by reference, and attached as **Exhibit B**;

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

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

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

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

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

**(2)** The Contractor shall verify the lawful presence in the United States, of each natural person eighteen (18) years of age or older (the “Applicant”), who applies for Federal, State or Local Public Benefits (“Benefits”) conferred pursuant to this Agreement, as such Benefits are defined in the Applicant Verification Statute. The Contractor shall require the Applicant to produce one of the forms of identification listed in the Applicant Verification Statute, and execute an affidavit in the form attached hereto as **Exhibit D** and incorporated herein by this reference. The Contractor shall maintain copies of each Applicant’s identification documentation and affidavit, and shall make such copies available to the City upon request.

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

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

## 29. INTELLECTUAL PROPERTY RIGHTS:

**A. Copyrights.** Unless otherwise prohibited by Federal Law, the City and Contractor intend that all property rights to any and all records, case files, databases, materials, information, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, studies, reports, negatives, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media whatsoever (collectively, "Materials"), shall be the sole and exclusive property of the City. The Contractor shall disclose all such items to the City upon completion, termination, or cancellation of this Agreement. The Contractor shall not use, willingly allow another to use, or cause such items to be used for any purpose other than for the performance of the Contractor's duties and obligations under this Contract without the prior, express written consent of the City. To the extent permitted by the U.S. Copyright Act, 17 U.S.C. §101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all rights, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. The Contractor will have a no cost, perpetual, nonexclusive license to use the Materials for purposes consistent with this Agreement.

**B. Patent Rights.** If any improvement, or discovery of the Contractor, or any of its third party contractors, is conceived or first actually reduced to practice during the term or course of this Contract, and if such is patentable, then the Contractor shall immediately notify the City in writing of such invention, improvement, or discovery and provide the City with a complete written report on that invention, improvement or discovery. The rights and responsibilities of the Contractor, third party contractors of the Contractor, and the City with respect to such invention, improvement, or discovery shall be determined in accordance with all applicable Federal Laws, regulations, policies or waivers thereof. The Contractor shall include the requirements of this paragraph in its third party contracts, if any, for the performance of work under this Agreement.

**C. Patented Devices, Materials and Processes.** If the Contractor employs any design, device, material or process covered by letter of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or copyright owner. The Contractor shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the City for any costs, expenses and damages which it may be obligated to pay by reason of any infringement, at any time during the prosecution or after the completion of services. None of the above in this subparagraph applies if the Contractor uses patented devices, materials or processes specified by the City.

D. Contractor acknowledges that pursuant to Federal Law, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

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

**31. ADVERTISING AND PUBLIC DISCLOSURE:**

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

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

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

**33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments

thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

**34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities or participating in City operations.

**35. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

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

The Contractor agrees to comply with all applicable state and federal laws protecting the privacy or confidentiality of any and all Client Data that include protected medical records or protected information. The Contractor shall establish and submit to the City, within fifteen (15) days of the City's written request thereof, copies of Contractor's policies and procedures to maintain the confidentiality of any protected medical records or protected information to which the Contractor has access. In the event that the Contractor is required to access Client Data that include protected medical records from a third party provider or is required to provide Client Data, including protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor

agrees to fully coordinate with OED-DWD personnel and the client in order to obtain any necessary consent forms, authorization forms, or release forms.

**(1) Use of Confidential Information:** Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Confidential Information or any part thereof to any other person, party or entity in any form or media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing access to Confidential Information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to reveal, publish, disclose, or distribute to any other party, in whole or in part, in any way whatsoever, any Confidential Information without prior written authorization from the Director.

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

**(3) Employees and Subcontractors:** The requirements of this provision shall be binding on the Contractor's employees, agents, officers and assigns. The Contractor warrants that all of its employees, agents, and officers who designated to provide services under this Agreement will be advised of this provision. All requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.

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

**B. Open Records:** The parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2014), and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

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

**37. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Articles 1 through 38, which precede the signature page and the following attachments which are incorporated herein and made a part hereof by reference:

- A.** Exhibit A - Work Statement/SOW and Budget;
- B.** Exhibit B - Federal Grant Award;
- C.** Exhibit C – Financial Administration;
- D.** Exhibit D - Verification Affidavit.

In the event of an irreconcilable conflict between a provision contained in Articles 1 through 38, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Articles 1 through 38 (Agreement);
- Exhibit A – Work Statement/SOW and Budget;
- Exhibit B - Federal Grant Award;
- Exhibit C Financial Administration (unless the City specifically notifies the Contractor in writing that a provision of Exhibit C prevails over Articles 1 through 38, Exhibit A, or Exhibit B)
- Exhibit D –Verification Affidavit.

**38. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically

by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**END**

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** OEDEV-201520606-00

**Contractor Name:** COUNTY OF LARIMER BOARD OF COUNTY COMMISSIONERS

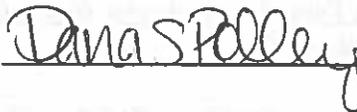
By: 



Name: Lew Gaiter III  
(please print)

Title: Chair  
(please print)

**ATTEST: [if required]**

By: 

Name: Dana S Polley  
(please print)

Title: Deputy Clerk  
(please print)



# STATEMENT OF WORK

## LARIMER COUNTY H-1B READY TO WORK PARTNERSHIP GRANT THE TECHNOLOGY EMPLOYMENT IN COLORADO PARTNERSHIP (TEC-P)

### 1.0 SCOPE

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

#### 1.1 Objectives

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

- **85 Long Term Unemployed Workers (LTU)**
- **15 Incumbent Workers**

Time Period	Year 1	Year 2	Year 3	Year 4	
OJT	0	0	0	0	0
WE	0	0	5	0	5
INTERNSHIP	0	0	0	0	0
INTENSIVE	0	0	0	0	0
CERTIFICATIONS	10	30	30	10	80
INCUMBENT	5	10	0	0	15
<b>Totals</b>	<b>15</b>	<b>40</b>	<b>35</b>	<b>10</b>	<b>100</b>

#### 1.2 Outcomes

- 1.2.1 Contractor is responsible for ensuring that 100 TEC-P participants receiving short term or intensive training complete training.

- 1.2.2 Contractor is responsible for ensuring that 80 TEC-P participants who complete training receive a certificate or a credential in the targeted occupations and industries (IT, and AM).
- 1.2.3 Contractor is responsible for ensuring that 72 TEC-P participants will retain or obtain employment in middle to high skilled technology occupations.
- 1.2.4 Contractor is responsible for ensuring that 72 TEC-P participants who obtain employment earn an average wage of \$63,280.00.
- 1.2.5 Contractor is responsible for ensuring that 13 TEC-P incumbent worker participants advance into a new position or receive wage increase.

### **1.3 Participant Recruitment and Eligibility**

- 1.3.1 Contractor shall use the Participant Assessment and Recruitment Instrument to develop and execute a recruitment plan including monthly goals, referral tracking, and outreach strategies see (e-Colorado Team Room reference to link).

<https://e-colorado.coworkforce.com/NonRegUserTeamRoomView.aspx?ID=1780>

- 1.3.2 Contractor shall effectively recruit and serve eligible long-term unemployed workers as defined in funding opportunity number, SGA/DFA PY-13-07 (Reference Exhibit B)
- 1.3.3 Contractor shall ensure that participants are at least 18 years of age and pursuing a high-skilled occupation.
- 1.3.4 Contractor shall ensure that participants have at least a High School Diploma or GED and some post-secondary education and/or work experience that would allow participants to enter middle-high skilled employment in the targeted industries and occupations.
- 1.3.5 Contractor shall ensure that participants are a U.S. Citizen and provide documentation that shows authorization to work in the United States.
- 1.3.6 Contractor shall ensure that veterans and eligible spouses who meet program's eligibility requirements have a priority of service.
- 1.3.7 Contractor shall pay particular attention to minority and disabled veterans currently employed in the targeted industries and occupations, as well as transitioning vets and National Guard members meeting the long-term unemployed criteria.
- 1.3.8 Contractor shall also place emphasis on recruiting and training women and minorities pursuing careers in the targeted industries and occupations.

## 1.4 Service Delivery

### Assessment

- 1.4.1 Contractor shall provide a comprehensive up front assessment, including an occupational skills assessments such as (but not limited to) Kenexa Prove It! for all eligible unemployed participants.
- 1.4.2 Contractor shall customize participant services along the three TEC-P tracks to employment.
- 1.4.3 Contractor shall document the TEC-P participant's need for new skills and the purpose of training by recording the following information in the confidential notes section in Connecting Colorado (or similar tracking system): participant's current or desired industry and occupation, comprehensive assessment results, identified skill gaps, proposed TEC-P training track(s), potential occupations and employers.

### Instruction/Training Services/Certificates

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

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

### Employer Engagement

- 1.4.5 At the onset of this contract, Contractor is responsible for developing agreements with proposed TEC-P employer partners that will provide employment and on-the-job training opportunities, as well as paid work experience and paid internships, for participants in the targeted industries and occupations.
- 1.4.6 Contractor will leverage other existing partnerships and/or develop new partnerships with employers in the targeted industries throughout the life of this grant to support successfully meeting the TEC-P project outcomes.
- 1.4.7 Contractor will coordinate with employer partners to develop job placement opportunities for all TEC-P participants.

## **2.0 PROGRAMMATIC AND PERFORMANCE REQUIREMENTS**

### **2.1 Performance Accountability and Reporting**

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

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

1. Total participants served through the program; Contractor must provide sub-totals for long-term unemployed workers, other unemployed workers, and incumbent workers to be served.
2. Total participants enrolled in education/training activities;
3. Total participants completing education/training activities;
4. Total participants who complete education/training activities who receive a degree, or other type of credential;
5. Total unemployed participants who obtain unsubsidized employment (includes all employment placements for long-term unemployed and unemployed participants served through the project);
6. Total incumbent workers that advance into a new position; and
7. The average wage that participants will earn at placement into unsubsidized employment (this includes incumbent workers who retain their positions and get wage gains after the program).

### **2.2 Participant Data Collection**

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

### **2.3 Coordination and Contractor Participation**

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

**3.0**

**Budget**

	<b>Object Class Categories</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>CUMMULATIVE</b>
<b>A</b>	PERSONNEL	42,651.00	42,651.00	42,651.00	42,651.00	170,604.00
<b>B</b>	FRINGE BENEFITS	10,662.80	10,662.80	10,662.80	10,662.80	42,651.20
<b>C</b>	TRAVEL (INCLUDES LOCAL)	1,000.00	1,000.00	1,000.00	1,000.00	4,000.00
<b>D</b>	EQUIPMENT	-	-	-	-	-
<b>E</b>	SUPPLIES	250.00	250.00	250.00	250.00	1,000.00
<b>F</b>	CONTRACTUAL	-	-	-	-	-
<b>G</b>	CONSTRUCATION	-	-	-	-	-
<b>H</b>	OTHER (OJTs, ITAs Intensive Services, Incentives)	112,875.00	112,875.00	112,875.00	112,875.00	451,500.00
<b>I</b>	<b>TOTAL DIRECT</b>	<b>167,438.80</b>	<b>167,438.80</b>	<b>167,438.80</b>	<b>167,438.80</b>	<b>669,755.20</b>
<b>J</b>	<b>TOTAL INDIRECT (cap at 7%)</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>40,000.00</b>
<b>K</b>	<b>TOTAL BUDGET</b>	<b>177,438.80</b>	<b>177,438.80</b>	<b>177,438.80</b>	<b>177,438.80</b>	<b>709,755.20</b>

**Number Served  
Cost Per part**

**100  
7,097.55**

## **CONDITION OF AWARD**

### **Denver, City and County of (Denver Office of Economic Development-Division of Workforce Development)**

#### **Condition 1 – Participate in the H-1B Ready to Work Federal Evaluation**

As a reminder, applicants awarded a grant may be required to participate in a Federal evaluation of the Ready To Work program and were required to provide documentation of commitment to participate in such an evaluation as a condition of award.

After grants are awarded, grantees will receive detailed information about the national evaluation, which will include three components: 1) analysis of participant characteristics and short-term and long term outcomes, including after the end of the grant period; 2) implementation analysis in all grantee sites; and 3) in selected grantees, outcome or impact analysis, which may use a non-experimental design or an experimental design that requires random assignment to test promising approaches. Grantees will also receive details about participant tracking data elements that will be required for the evaluation.

#### **Condition 2 – Statement of Work and Budget**

Based on a review of Statement of Work and Budget, we've identified the following areas that require further clarification and/or modification. And responses to request for clarification and/or revisions for modification related to the below items must be submitted to your Federal Project Officer (FPO) and the ETA Ready To Work Program Office at [RTW@dol.gov](mailto:RTW@dol.gov) **within 45 days of the receipt of this grant award package.**

Please note that a submittal of revised document(s) does not in and of itself constitute approval by ETA, and final approval must be given by the Grant Officer. Once approved, the revised document(s) will comprise the official modification to this grant agreement (as appropriate) and the special conditions will be resolved.

**Statement of Work:** Based on a review of Statement of Work and Budget, we've identified the following areas that may require further clarification and/or modification.

- **Project Work Plan** *Optional Statement of Work modification (if necessary)*  
As indicated in the Solicitation for Grant Application, applicants were instructed to provide a project work plan to reflect a period of performance start date of October 1, 2014. As the official Ready To Work grant start date is November 1, 2014, with a grant period of performance through October 31, 2018, grantees may submit an updated work plan to reflect a November 1, 2014 start date and October 31, 2014 end date, if needed, to account for a grant start date one month later than anticipated. Grantees should address these changes by updating the project Work Plan originally provided with your application and submit to ETA. Note, grantees only need to submit an updated project

work plan if the one month change in grant start and end date significantly impacts their existing work plan.

**Budget:**

The grantee must submit a budget modification request which includes the following:

Budget narrative with a clearly delineated description of costs associated with each line item on the SF-424A in a narrative format which aligns with the subtotals and totals provided in the narrative and aligns with the totals indicated on the SF-424A. Specifically, the budget narrative must clarify the following:

1. The specifics regarding the subtotals in the narrative to assure the items total the indicated subtotal on each line item.

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT AND TRAINING ADMINISTRATION

GRANT / AGREEMENT  
NOTIFICATION OF  
AWARD/OBLIGATION

Under the authority of the *American Competitiveness and Workforce Improvement Act of 1998*, this grant or agreement is entered into between the above named *Grantor Agency* and the following named *Awardee*, for a project entitled - **H1-B READY TO WORK PARTNERSHIP GRANTS**.

<b>Name &amp; Address of Awardee:</b>	<b>Agreement #:</b>	<b>HG-26659-15-60-A-8</b>
<b>DENVER, CITY AND COUNTY</b>	<b>CFDA #:</b>	<b>17.268</b>
<b>OF</b>	<b>Accounting Code:</b>	1630-2015-055152830XBD201551520010155HBN00A0000AOFAM0AOFAM0-A90310-410023---
<b>201 WEST COLFAX, DEPT</b>	<b>Mod Amount:</b>	<b>\$6,172,569.00</b>
<b>#1011</b>	<b>EIN:</b>	<b>846000580</b>
<b>DENVER, COLORADO 80202-</b>	<b>DUNS #:</b>	<b>034108758</b>
<b>5332</b>		

The Period of Performance shall be from **November 01, 2014 thru October 31, 2018**.  
Total Government's Financial Obligation is **\$6,172,569.00** (unless other wise amended).  
Payments will be made under the Payments Management System, and can be automatically drawn down by the awardee on an as needed basis covering a forty-eight (48) hour period.

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

**Uniform Administrative Requirements:**

29 CFR Part 97, for State/Local Governments and Indian Tribes; OR  
29 CFR Part 95, for Institutions of Higher Education, Hospitals and other Non-Profit Organizations and Commercial Organizations.

**Cost Principles:**

2 CFR 225, for State/Local Governments and Indian Tribes;  
2 CFR 220, for Institutions of Higher Education; OR  
2 CFR 230, for Non-Profit Organizations.  
48 CFR Part 31.

**Other Requirements (As Applicable):**

29 CFR Part 96 and 99, Single Audit Act  
29 CFR Part 93, Lobbying Certification  
29 CFR Part 37, Nondiscrimination and Equal Opportunity Requirements  
29 CFR Part 98, Debarment and Suspension; Drug Free Workplace  
20 CFR Part 652 et al., Workforce Investment Act  
Wagner-Peyser Act  
Grant Award Document, Parts I through IV, and attachments.

The awardee's signature below certifies full compliance with all terms and conditions as well as the above stated grant regulations and certifications, and that this document has not been altered.

Signature of Approving Official - **AWARDEE**

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

See SF-424 for Signature

(Signature / Date)

No Additional Signature Required

(Type Name and Title)



**STEVEN RIETZKE** November 17, 2014  
Grant Officer

# GRANT TERMS AND CONDITIONS

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## **1. Order of Precedence**

The terms and conditions of this Notice of Award and other requirements have the following order of precedence if there is any conflict in what they require: (1) Section 414 (c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA), as amended (29 USC 2916a); (2) other applicable Federal statutes and their implementing regulations; (3) terms and conditions of award.

## **2. Solicitation for Grant Application**

The Solicitation for Grant Application and any amendments ([http://www.doleta.gov/grants/pdf/SGA\\_DFA\\_PY\\_13\\_07.pdf](http://www.doleta.gov/grants/pdf/SGA_DFA_PY_13_07.pdf) and [http://www.doleta.gov/grants/pdf/SGA-DFA-PY-13-07\\_Amendment\\_One\\_Final.pdf](http://www.doleta.gov/grants/pdf/SGA-DFA-PY-13-07_Amendment_One_Final.pdf)) are hereby incorporated into this Grant Agreement. Grantees are bound by the authorizations, restrictions, and requirements contained in the Solicitation for Grant Applications.

## **3. Approved Statement of Work**

The awardee's project narrative is taken as the Statement of Work. It has been included as Attachment D. If there is any inconsistency between items in this project narrative and any Department of Labor (DOL) regulation, guidance or OMB cost principle, the DOL regulation, guidance or cost principle will prevail.

## **4. Approved Budget**

The awardee's budget documents are attached in this Notice of Award Package. The documents are: 1) the SF-424, included at Attachment A; 2) the SF-424 A, included at Attachment B; and 3) the Budget Narrative, included at Attachment C. The awardee must confirm that all costs are allowable before expenditure. Approval of the budget as awarded does not constitute prior approval of those items requiring prior approval, including those items specified in the cost principles or this grant award as requiring prior approval. The Grant Officer is the only official with the authority to provide prior written approval (prior approval).

## **5. Evaluation, Data, and Implementation**

The awardee must cooperate with the DOL in the conduct of a third-party evaluation, including providing to DOL or its authorized contractor appropriate data and access to program operating personnel and participants in a timely manner.

## 6. Indirect Cost Rate and Cost Allocation Plan

X A. A **current** federally approved Negotiated Indirect Cost Rate Agreement (NICRA) or current federally approved Cost Allocation Plan (CAP) has been provided – copy attached. Regarding only the NICRA:

- (1) Indirect Rate approved: 17.62%
- (2) Type of Indirect Cost Rate: See Attached ICAP Letter (i.e. Provisional/ Predetermined/ Fixed)
- (3) Allocation Base: See Attached ICAP Letter
- (4) Current period applicable to rate: See Attached ICAP Letter

Estimated Indirect Costs are shown on the SF-424A budget form. If a new NICRA is issued during the life of the grant, it must be provided to DOL within 30 days of issuance. Funds may be re-budgeted as necessary between direct and indirect costs consistent with institutional requirements and DOL regulations for prior approval, however the total amount of grant award funding will not be increased. Any budget changes impacting the Statement of Work and agreed upon outcomes or deliverables require a request for modification and prior approval from the Grant Officer.

N/A B. (1) \_\_\_\_\_ Latest NICRA or CAP approved by the Federal Cognizant Agency<sup>1</sup> (FCA) is not current, or

(2) \_\_\_\_\_ No NICRA or CAP has ever been approved by an FCA.

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

The awardee must submit an indirect cost rate proposal or CAP. These documents should be submitted to DOL’s Division of Cost Determination (DCD), or to the awardee’s Federal Cognizant Agency. In addition, the awardee must notify the Federal Project Officer that the documents have been sent. Contact information for the DCD is available at <http://www.dol.gov/oasam/boc/dcd/>. If this proposal is not submitted **within 90 days of the effective date of the award**, no funds will be approved for the reimbursement of indirect costs. Failure to submit an indirect cost proposal by the above date means the grantee will not receive further reimbursement for indirect costs until a signed copy of the federally approved NICRA or CAP is provided and the restriction is lifted by the Grant Officer. All indirect

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<sup>1</sup> The Federal agency providing the organization the preponderance of direct Federal funds.

charges must be returned through the Payment Management System and no indirect charges will be reimbursed.

The total amount of DOL's financial obligation under this grant award **will not** be increased to reimburse the awardee for higher negotiated indirect costs.

- N/A C. The organization elected to exclude indirect costs from the proposed budget. Please be aware that incurred indirect costs (such as top management salaries, financial oversight, human resources, payroll, personnel, auditing costs, accounting and legal, etc. used for the general oversight and administration of the organization) must not be classified as direct costs; these types of costs are indirect costs. Only direct costs, as defined by the applicable cost principles, will be charged. Audit disallowances may occur if indirect costs are misclassified as direct.

If DOL is your FCA, grantees should work with DOL's DCD, which has delegated authority to negotiate and issue a NICRA or CAP on behalf of the Federal Government. More information about DOL's DCD is available at <http://www.dol.gov/oasam/boc/dcd/>. This website has guidelines to develop indirect cost rates, links to the applicable cost principles, and contact information. The DCD also has Frequently Asked Questions providing general information about the indirect cost rate approval process and due dates for provisional and final indirect cost rate proposals at <http://www.dol.gov/oasam/faqs/FAQ-dcd.htm>.

## 7. Federal Project Officer

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

Name: Amanda Denogean  
Telephone: 972-850-4664  
E-mail: denogean.amanda@dol.gov

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

## 8. Funding Restrictions

### a. Administrative Costs

There is a 10% limitation on administrative costs on funds awarded under this grant. Under no circumstances may administrative costs exceed this limit. Administrative costs under this award follow the definition in the Workforce Investment Act at 20 CFR 667.220(b) and (c). Compliance with the administrative costs limits is monitored throughout the grant period. Any amounts exceeding this limitation at closeout will be disallowed and subject to debt collection.

## **b. Consultants**

For the purposes of this award, fees paid to a consultant shall be limited to \$585 per day without additional Grant Officer approval. Regulations regarding the determining of a consultant's rate of pay are located at 5 CFR 304.104 with the calculation for a maximum amount located at 5 CFR 304.105.

## **c. Salary and Bonus Limitations**

Under Public Law 113-76 Section 105 none of the funds appropriated under the heading "Employment and Training" 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. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2014/executive-senior-level>). The salary and bonus limitation does not apply to vendors providing goods and services as defined in OMB Circular A-133. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment and Training Administration programs. See Training and Employment Guidance Letter No. 5-06 for further clarification, available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262)

## **d. Budget Line Item Flexibility**

Flexibility is allowed in the transfer of funds among direct cost categories within the grant budget, except personnel and fringe benefits, provided no single line item is increased or decreased by more than 20% of the amount obligated. Any changes in excess of 20% and any changes in personnel and fringe benefits must receive prior written approval from the Grant Officer. Failure to obtain such prior written approval may result in cost disallowance.

Any changes to personnel costs within the personnel line item do not require a grant modification unless the changes result in a change to the amount listed on the SF 424a Personnel line. It is recommended that your assigned Department of Labor (DOL) Federal Project Officer (FPO) review within-line changes prior to implementation to ensure they do not require a modification.

Guidance on flexibility in the transfer of funds between direct and indirect costs is provided in Subsection A of the Indirect Cost and Cost Allocation Plan term within this agreement.

## 9. Administrative Requirements

### a. Central Contractor Registration and Universal Identifier Requirements

#### 1. Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the awardee must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

#### 2. Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

- i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
- ii. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

#### 3. Definitions

For purposes of this award term:

- iii. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.sam.gov>).
- iv. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- v. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- vi. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- vii. Subrecipient means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.

## **b. Federal Funding Accountability and Transparency Act**

### **1. Reporting of first-tier subawards.**

- i. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
- ii. Where and when to report.
  - a. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
  - b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- iii. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

### **2. Reporting Total Compensation of Recipient Executives.**

- i. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
  - a. the total Federal funding authorized to date under this award is \$25,000 or more;
  - b. in the preceding fiscal year, you received—
    - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - ii. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
    - a. As part of your registration profile at <http://www.sam.gov>.
    - b. By the end of the month following the month in which this award is made, and annually thereafter.
- 3. Reporting of Total Compensation of Subrecipient Executives.
  - i. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - a. in the subrecipient's preceding fiscal year, the subrecipient received—
      - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  - ii. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
    - a. To the recipient.

By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

#### 4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

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

#### 5. Definitions. For purposes of this award term:

- i. Entity means all of the following, as defined in 2 CFR part 25:
  - a. A Governmental organization, which is a State, local government, or Indian tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization;
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- ii. Executive means officers, managing partners, or any other employees in management positions.
- iii. Subaward:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. ---- .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- iv. Subrecipient means an entity that:
  - a. Receives a subaward from you (the recipient) under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
- v. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - a. Salary and bonus.

- b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- e. Above-market earnings on deferred compensation which is not tax-qualified.
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

### c. Personally Identifiable Information

Grantees must recognize and safeguard personally identifiable information except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Grantees must meet the requirements in Training and Employment Guidance letter (TEGL 39-11, Guidance on the Handling and Protection of Personally Identifiable Information (PII), (located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872)).

### d. Audits

Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" adopted by DOL in 29 CFR parts 95 and 97. Awardees that are subject to the provisions of OMB Circular A-133 and that expend \$500,000 or more in a year in Federal awards shall have an audit conducted for that year in accordance with the requirements contained in OMB Circular A-133.

### e. Equipment

Awardees must receive **prior approval** from the DOL/ETA Grant Officer for the purchase of any equipment with a per unit acquisition cost of \$5,000 or more, and a useful life of more than one year. This includes the purchases of ADP equipment. Equipment purchases must be made in accordance with 29 CFR 95 or 29 CFR 97, as applicable.

This grant award **does not** give approval for equipment specified in an awardee's budget or statement of work unless specifically approved in the grant award execution letter by the Grant Officer. To obtain approval, the grantee must submit a detailed equipment purchase list with descriptions to the FPO for review. The equipment purchase list must include the item name as well as a description of the item, item cost (actual or estimated), estimated useful life of the equipment, and the purpose of the acquisition. We strongly encourage grantees to submit equipment purchase requests as early as possible in the grant's period of performance with as many planned pieces of equipment as possible.

Awardees may not purchase equipment in the last year of performance. If any approved acquisition has not occurred prior to the last year of performance, approval for that item(s) is rescinded.

## **f. Program Income**

The awardee is required to utilize the addition method if any Program Income is generated throughout the duration of this award. The awardee is allowed to deduct costs incidental to generating Program Income to arrive at a net Program Income [29 CFR Part 95.24(c) or 29 CFR Part 97.25(c)(g)(2)].

## **g. Pre-Award**

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

## **h. Reports**

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

- A. Quarterly Financial Reports. Pursuant to 29 CFR parts 95.52 and 97.41, all ETA awardees are required to report quarterly financial data on the ETA 9130. ETA 9130 reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31. A final financial closeout report is required to be submitted no later than 90 calendar days after the grant period of performance ends. For guidance on ETA's financial reporting, reference Training and Employment Guidance Letter (TEGL) 13-12.

ETA requires all grant recipients to submit the 9130 form electronically through an on-line reporting system. Expenditures are required to be reported on an accrual basis, cumulative from the beginning of the life of a grant, through the end of each reporting period.

The instructions for accessing both the on-line financial reporting system and the HHS Payment Management System can be found in the transmittal memo accompanying this Notice of Award. To gain access to the online financial reporting system, a request for a password and pin must be submitted via e-mail to [ETApasword.pin@dol.gov](mailto:ETApasword.pin@dol.gov). The Financial Report Access Document, copies of the ETA 9130, and detailed reporting instructions are available at [www.doleta.gov/grants/financial\\_reporting.cfm](http://www.doleta.gov/grants/financial_reporting.cfm).

- B. Quarterly Narrative Progress Reports. Awardees are required to submit a narrative quarterly and final report to the designated Federal Project Officer (FPO) on grant activities funded under this award. All reports are due no later than 45 calendar days after the end of each specified reporting quarter. Reporting quarter end dates are June 30, September 30, December 31, and March 31.

1. The last quarterly progress report that awardees submit will serve as the grant's Final Performance Report. This report should provide both **quarterly and cumulative** information on the grant's activities. It must summarize project activities, employment outcomes and other deliverables, and related results of the project.
2. The awardee shall use any standard forms and instructions to report on training and employment outcomes and other data relating to the progress reports as provided by ETA.
3. The awardee shall utilize standard reporting processes and electronic reporting systems to submit their quarterly progress reports as provided by ETA.

#### **i. Managing Subawards**

*Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient 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. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

The provisions of the Terms and Conditions of this award will be applied to any subrecipient under this award. The awardee is responsible for the monitoring of the subrecipient, ensuring that the Terms and Conditions are in all subaward packages and that the subrecipient is in compliance with all applicable regulations and the terms and conditions of this award (29 CFR 95.5, 29 CFR 95.51 and 29 CFR 97.40).

#### **j. Final Year/ Closeout Requirements**

At the end of the grant period, the awardee will be required to close the grant with ETA. The awardee will be notified approximately 15 days prior to the end of the period of performance that the initiation of closeout will begin at the end of the grant. Information concerning the awardee's responsibilities at closeout may be found in ETA's Closeout Frequently Asked Questions at <http://www.doleta.gov/grants/docs/GCFAQ.pdf>. Also, a sample closeout/end user manual is provided at <http://www.doleta.gov/grants/docs/GCS.pdf>. Awardees will be provided the end user manual specific to their grant at the initiation of closeout.

#### **k. Publicity**

No funds provided under this grant shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself. Nor shall grant funds be used to pay the salary or expenses of any awardee or agent acting for such

awardee, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before the Congress, or any state government, state legislature, or local legislature body other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government.

## **l. Public Announcements**

When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

## **m. Procurement**

The Uniform Administrative Requirements (29 CFR Parts 95 and 97) require all awardee procurement transactions to be conducted in a manner to provide, to the maximum extent practical, open and free competition. If the statement of work identifies a specific entity to provide goods or services, the DOL ETA's award does not provide the justification or basis to sole-source the procurement, i.e., avoid competition.

## **n. Vendor/Contractor**

The term "vendor", also referred to as a contractor, is defined in OMB Circular A-133 as a dealer, distributor, merchant or other seller providing goods or services that are required for the conduct of a Federal program. These goods or services may be for an organization's own use or for the use of beneficiaries of the Federal program. Additional guidance on distinguishing between a subrecipient and a vendor/contractor is provided in OMB Circular A-133 §.210. When procuring vendor/contractor provided goods and services, DOL ETA grantees and subgrantees must follow the procurement requirements at 29 CFR 95.40-48 and 29 CFR 97.36, which call for free and open competition.

## **o. Intellectual Property Rights**

To ensure that the Federal investment of these funds has as broad an impact as possible and to encourage innovation in the development of new learning materials, as a condition of the receipt of a Ready to Work grant, the grantee will be required to license to the public all work (except for computer software source code, discussed below) created with the support of the grant under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with the grant funds and modifications made to pre-existing, grantee-owned content using grant funds.

This license allows subsequent users to copy, distribute, transmit and adapt the copyrighted Work and requires such users to attribute the Work in the manner specified by the grantee. Notice of the license shall be affixed to the Work. For general information on CC BY, please visit <http://creativecommons.org/licenses/by/4.0>. Instructions for marking your work

with CC BY can be found at [http://wiki.creativecommons.org/Marking\\_your\\_work\\_with\\_a\\_CC\\_license](http://wiki.creativecommons.org/Marking_your_work_with_a_CC_license). Questions about CC BY as it applies to specific Ready to Work grant applications should be submitted to DOL to the Grants Management Specialist specified in Section VII.

Only work that is developed by the grantee with the grant funds is required to be licensed under the CC BY license. Pre-existing copyrighted materials licensed to, or purchased by the grantee from third parties, including modifications of such materials, remain subject to the intellectual property rights the grantee receives under the terms of the particular license or purchase. In addition, works created by the grantee without grant funds do not fall under the CC BY license requirement.

The purpose of the CC BY licensing requirement is to ensure that materials developed with funds provided by these grants result in Work that can be freely reused and improved by others. When purchasing or licensing consumable or reusable materials, grantees are expected to respect all applicable Federal laws and regulations, including those pertaining to the copyright and accessibility provisions of the Federal Rehabilitation Act.

Further, the Department requires that all computer software source code developed or created with Ready to Work grant funds will be released under an intellectual property license that allows others to use and build upon them. Specifically, the grantee will release all new source code developed or created with grant funds under an open license acceptable to either the Free Software Foundation and/or the Open Source Initiative.

Separate from the CC BY license to the public, the Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal purposes: the copyright in all products developed under the grant, including a purchases ownership under an award (including, but not limited to, curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. The grantee may not use Federal funds to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the Department has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

If applicable, the following needs to be on all products developed in whole or in part with grant funds, "This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The U.S. Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership".

#### **p. Special Requirements for Conference and Conference Space**

The awardee must obtain prior approval from ETA before holding any conference (which includes meeting, retreat, seminar, symposium, training activity or similar event held in either Federal or non-Federal space), or any activity related to holding a conference, including, but not limited to, obligating or expending ETA funds, signing contracts for space or services, announcing ETA's involvement in any conference, and using DOL/ETA official's name or

DOL/ETA's name or logo. ETA retains the right to obtain information from the awardee about any conference that is funded in whole or in part with ETA funds. Awardees must submit requests to appropriate Department officials through their Federal Project Officer.

#### **q. Funding for Travel to and From Meetings with an Executive Branch Agency**

Grant funds may not be used for the purposes of defraying the costs of a conference held by any Executive branch department, agency, board, commission, or office unless it is directly and programmatically related to the purpose for which the grant or contract was awarded.

No funds made available through DOL appropriations may be used for travel and conference activities that are not in compliance with Office of Management and Budget Memorandum M-1-12 dated May 11, 2012. (P.L. 113-6, 3003 (c)(d)(e)).

### **10. Program Requirements**

The Solicitation for Grant Applications contains the program requirements for this award.

### **11. Public Policy**

#### **a. Executive Orders**

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

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

13153: Pursuant to Executive Order 13153, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and subrecipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the

Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

## **b. Veteran's Priority Provisions**

The Jobs for Veterans Act (Public Law 107-288) requires grantees to provide priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL. The regulations implementing this priority of service can be found at 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Grantees must comply with DOL guidance on veterans' priority. ETA's Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by DOL. TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816).

## **c. Flood Insurance**

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

## **d. Architectural Barriers**

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

## **e. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

#### **f. Hotel-Motel Fire Safety**

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

## **12. Attachments**

**Attachment A: SF-424**

**Attachment B: SF-424 A**

**Attachment C: Budget Narrative**

**Attachment D: Statement of Work**

**Attachment E: Negotiated Indirect Cost Rate Agreement (if applicable)**

**Attachment A: SF-424**

**Application for Federal Assistance SF-424**

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input checked="" type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

* 3. Date Received: <input type="text" value="06/19/2014"/>	4. Applicant Identifier: <input type="text" value="GRANT11682978"/>
----------------------------------------------------------------	------------------------------------------------------------------------

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--------------------------------------------------------	-------------------------------------------------------

**State Use Only:**

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
-------------------------------------------------	-------------------------------------------------------

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="84-6000580"/>	* c. Organizational DUNS: <input type="text" value="0341087580000"/>
----------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------

**d. Address:**

\* Street1:   
Street2:   
\* City:   
County/Parish:   
\* State:   
Province:   
\* Country:   
\* Zip / Postal Code:

**e. Organizational Unit:**

Department Name: <input type="text" value="The Office of Economic Develop"/>	Division Name: <input type="text" value="Division of Workforce Develop"/>
---------------------------------------------------------------------------------	------------------------------------------------------------------------------

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

Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:

Title:

Organizational Affiliation:

\* Telephone Number:  Fax Number:

\* Email:

**Application for Federal Assistance SF-424**

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

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

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

Employment and Training Administration

**11. Catalog of Federal Domestic Assistance Number:**

17.268

CFDA Title:

H-1B Job Training Grants

**\* 12. Funding Opportunity Number:**

SGA-DFA-PY-13-07

\* Title:

H1-B READY TO WORK PARTNERSHIP GRANTS

**13. Competition Identification Number:**

Title:

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

Add Attachment

Delete Attachment

View Attachment

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

Technology Employment in Colorado Partnership (TEC-P)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant

\* b. Program/Project

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

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

\* b. End Date:

**18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="6,172,568.66"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="6,172,568.66"/>

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

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

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

Yes  No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

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

\*\* I AGREE

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

**Authorized Representative:**

Prefix:  \* First Name:

Middle Name:

\* Last Name:

Suffix:

\* Title:

\* Telephone Number:  Fax Number:

\* Email:

\* Signature of Authorized Representative:  \* Date Signed:

**Attachment B: SF-424 A**

**BUDGET INFORMATION - Non-Construction Programs**

OMB Number: 4040-0006  
Expiration Date: 06/30/2014

**SECTION A - BUDGET SUMMARY**

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. H1-B READY TO WORK PARTNERSHIP GRANTS		\$	\$	\$ 6,172,568.66	\$	\$ 6,172,568.66
2.						
3.						
4.						
<b>5. Totals</b>		\$	\$	\$ 6,172,568.66	\$	\$ 6,172,568.66

**SECTION B - BUDGET CATEGORIES**

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	H1-B READY TO WORK PARTNERSHIP GRANTS				
<b>a. Personnel</b>	\$ 1,104,689.66	\$	\$	\$	\$ 1,104,689.66
<b>b. Fringe Benefits</b>	342,453.80				342,453.80
<b>c. Travel</b>	8,000.00				8,000.00
<b>d. Equipment</b>	0.00				
<b>e. Supplies</b>	12,000.00				12,000.00
<b>f. Contractual</b>	3,638,295.16				3,638,295.16
<b>g. Construction</b>	0.00				
<b>h. Other</b>	870,000.00				870,000.00
<b>i. Total Direct Charges (sum of 6a-6h)</b>	5,975,438.62				\$ 5,975,438.62
<b>j. Indirect Charges</b>	197,130.04				\$ 197,130.04
<b>k. TOTALS (sum of 6i and 6j)</b>	\$ 6,172,568.66	\$	\$	\$	\$ 6,172,568.66
<b>7. Program Income</b>	\$	\$	\$	\$	\$

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**SECTION C - NON-FEDERAL RESOURCES**

(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>
9. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
10. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
11. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>12. TOTAL (sum of lines 8-11)</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

**SECTION D - FORECASTED CASH NEEDS**

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ <input type="text" value="1,276,023.00"/>	\$ <input type="text" value="127,602.00"/>	\$ <input type="text" value="382,807.00"/>	\$ <input type="text" value="382,807.00"/>	\$ <input type="text" value="382,807.00"/>
14. Non-Federal	\$ <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>15. TOTAL (sum of lines 13 and 14)</b>	\$ <input type="text" value="1,276,023.00"/>	\$ <input type="text" value="127,602.00"/>	\$ <input type="text" value="382,807.00"/>	\$ <input type="text" value="382,807.00"/>	\$ <input type="text" value="382,807.00"/>

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

(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. H1-B READY TO WORK PARTNERSHIP GRANTS	\$ <input type="text" value="1,667,315.18"/>	\$ <input type="text" value="1,692,480.86"/>	\$ <input type="text" value="1,494,226.22"/>	\$ <input type="text"/>
17. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
18. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
19. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>20. TOTAL (sum of lines 16 - 19)</b>	\$ <input type="text" value="1,667,315.18"/>	\$ <input type="text" value="1,692,480.86"/>	\$ <input type="text" value="1,494,226.22"/>	\$ <input type="text"/>

**SECTION F - OTHER BUDGET INFORMATION**

21. Direct Charges: <input type="text" value="5975438.62"/>	22. Indirect Charges: <input type="text" value="197130.04"/>
23. Remarks: <input type="text"/>	

**Attachment C: Budget Narrative**

TEC-P Budget and Budget Narrative:

*TEC-P Four-Year Budget Summary:*

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	271,970.00	271,836.45	274,166.59	286,716.63	1,104,689.67
FRINGE BENEFITS	84,310.70	84,269.30	84,991.64	88,882.15	342,453.79
TRAVEL	3,000.00	1,000.00	3,000.00	1,000.00	8,000.00
EQUIPMENT	-	-	-	-	-
SUPPLIES	3,000.00	3,000.00	3,000.00	3,000.00	12,000.00
CONTRACTUAL	738,541.05	1,005,787.03	1,005,861.55	888,105.53	3,638,295.16
OTHER	170,000.00	250,000.00	270,000.00	180,000.00	870,000.00
<b>TOTAL DIRECT</b>	<b>1,270,821.75</b>	<b>1,615,892.78</b>	<b>1,641,019.78</b>	<b>1,447,704.31</b>	<b>5,975,438.62</b>
INDIRECT (at 7%)	47,724.65	51,422.40	51,461.08	46,521.92	197,130.05
<b>TOTAL</b>	<b>1,318,546.40</b>	<b>1,667,315.18</b>	<b>1,692,480.86</b>	<b>1,494,226.23</b>	<b>6,172,568.67</b>

*Four-Year Budget detail:*

**A. Personnel. Total: \$1,104,689.67**

**\$271,970.00 Year 1, \$271,836.45 Year 2, \$274,166.59 Year 3, \$286,716.63 Year 4**

1. **TEC-P project manager**, To Be Hired, (1 FTE x \$86,000/year = \$86,000) will be responsible for overall project management on this program. The project manager will oversee all aspects of the program and will manage the contract service providers. The project director will devote 100% of his/her time toward the project. The TEC-P project manager will be fully funded through the TEC-P grant.
2. **TEC-P sector coordinator**, To Be Hired, (.5 FTE x \$70,000/year= \$35,000) The sector coordinator will facilitate all day-to-day activities associated with the sector development aspect of the project, including: facilitating the project advisory council meetings and the career pathway development convenings and subcommittee meetings; developing and managing project plans to achieve deliverables for sector development; identifying project barriers/constraints/risks and providing recommendations to mitigate; operating project communication plan; facilitating improvement efforts; and reporting on TEC-P advisory council and industry convening process and activities. The sector coordinator will devote 50 percent of his/her time toward the project, and 50 percent of the TEC-P sector coordinator position will be funded through the TEC-P grant.
3. **OED fiscal manager**, Barbara Callison, (.065 FTE x \$78,000/year=\$5,000) Ms. Callison will ensure the timely and accurate fiscal reporting and procurement management of the TEC-P project. Ms. Callison will provided fiscal oversight and reporting, including management of procurement processes in alignment with the city, state and federal required procurement procedures for DOL-funded grants. Ms. Callison will devote 6.5 percent of her time toward the

project, and 6.5 percent of the OED fiscal manager position will be funded through the TEC-P grant.

4. **OED data analyst**, To Be Hired, (.2 FTE x \$78,000=\$39,000) The TEC-P data analyst will work with the project manager and compliance monitoring contractor to ensure that all database and tracking systems are optimized to capture the TEC-P performance outcome measures and that all team members and partners are adequately trained on the data collection systems, and he or she will devote 20% of his/her time toward the project. Twenty percent of the OED data analyst position will be funded through the TEC-P grant.
5. **OED other financial personnel**: (\$44,365 Year 1, \$45,695 Year 2, \$47,066 Year 3, \$48,478 Year 4) These costs represent a portion of six members of the OED financial management and accounting team's time and effort required for additional financial management for this project. Ms. Callison will be the fiscal administrator in charge of managing the responsibilities and outputs of these positions in relation to the TEC-P project.

**B. Fringe Benefits. Total: \$342,453.80**

**\$84,310.70 Year 1, \$84,269.30 Year 2, \$84,991.64 Year 3, \$88,882.15 Year 4**

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

**C. Travel. Total: \$8,000**

**\$3,000 Year 1, \$1,000 Year 2, \$3,000 Year 3, \$1,000 Year 4**

Travel costs include mileage costs (\$.52 per mile X 200 miles per month/12 months x 2 staff=\$2,500 in year one) for the program manager and sector coordinator for meeting with all partner organizations across the state. Overall project travel costs also include an allocation for the regional WIBs, totaling \$15,900 in year one.

**D. Equipment. \$00.00**

**E. Supplies. Total: \$12,000**

**\$3,000 Year 1, \$3,000 Year 2, \$3,000 Year 3, \$3,000 Year 4**

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

**F. Contractual Services. Total: \$3,638,295.15**

**1. CUWA. Total: \$130,112**

**\$32,528 Year 1, \$32,528 Year 2, \$32,528 Year 3, \$32,528 Year 4**

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

**2. Regional Workforce Investment Boards: \$3,029,183.16**

Each of the regional WIBs will receive funding based on per-participant costs including workforce center personnel and administrative costs. These costs are summarized below and contractor sub-budget is included at the conclusion of the budget narrative.

**Jefferson County American Job Center:** \$70,664 Year 1, \$238,745 Year 2, \$240,061 Year 3, \$186,113 Year 4

**Serving: 100 participants**

- **Arapahoe Douglas Works!:** \$76,842 Year 1, \$199,693 Year 2, \$221,559.55 Year 3, \$151,275 Year 4

**Serving: 90 participants**

- **Boulder County WIB:** \$192,055 Year 1, \$192,055 Year 2, \$192,055 Year 3, \$192,055 Year 4

**Serving: 100 participants**

- **Denver County WIB:** \$270,723 Year 1, \$384,869 Year 2, \$401,593 Year 3, \$314,705 Year 4

**Serving: 175 participants**

- **Larimer County WIB:** \$174, 438 Year 1, \$174, 438 Year 2, \$174, 438 Year 3, \$174, 438 Year 4

**Serving: 100 participants**

- **Mesa County WIB:** \$39,513 Year 1, \$40,827 Year 2, \$42,219 Year 3, \$43,695 Year 4

**Serving: 28 participants**

**3. Platform to Employment. Total: \$59,000**

**\$34,500 Year 1, and \$24,500 Year 2**

The initial Train the Trainer and licensing cost for Platform to Employment is \$10,000 and the additional cost reflects a per/participant cost of \$490 at 50 participants/year in Years one and two. P2E will be hosting an additional Denver-based site in years three and four of the grant, and TEC-P participants will be referred to that site at no additional cost.

**4. Outreach and marketing. Total: \$40,000**

**\$10,000 Year 1, \$10,000 Year 2, \$10,000 Year 3, \$10,000 Year 4**

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

**5. Database customization. Total: \$60,000**

**\$25,000 Year 1, \$10,000 Year 2, \$10,000 Year 3, \$15,000 Year 4**

TEC-P will contract with an external database specialist who is versed in the design and modification requirements for Connecting Colorado, the state UI website. The costs for the database customization reflect the initial assessment of modification needs and design of new modules for data collection needed for TEC-P performance measurement tracking, and the higher costs in Year 4 reflect the potential need for additional modules for the final reporting process.

**6. Fiscal and program compliance monitoring. Total: \$320,000**

**\$80,000 Year 1, \$80,000 Year 2, \$80,000 Year 3, \$80,000 Year 4**

TEC-P will contract with an experienced external fiscal and program compliance firm and/or individual with expertise in monitoring compliance of programs funded through the U.S. Department of Labor.

This costs reflects the time and effort required to work with each WIB to compile and report participant data to the project manager on a monthly basis, while monitoring for fiscal compliance through monthly expenditure reports.

**G. Construction. \$00**

**H. Other Costs. \$870,000**

**\$170,000 Year 1, \$250,000 Year 2, \$270,000 Year 3, \$180,000 Year 4**

- **Training with an earning component:** Each TEC-P participant will have the option for training with an earning component (OJT, PWE, and paid internships), and employers who provide TEC-P participants with this training will have the option of receiving a subsidy for some portion of the participants' wages during the training period. In accordance with the requirements of this SGA, and the parameters for OJT included in the WIA law and regulations, grant funds will not pay for OJT for incumbent workers.
- **Private Training or CCCS training:** Each TEC-P participant will have the option of utilizing funds through the WIBs to pay for training through private training partners and/or CCCS schools.
- **Specialized participant services:** Each TEC-P participant will have access to funds for intensive coaching services including the Platform to Employment model, as needed.

**I. Total Direct Costs. Total: \$5,792,043**

**1,236,227 Year 1, 1564,857 Year 2, \$1,588,488 Year 3, \$1,402,468 Year 4**

**J. Indirect Costs. Total: \$197,130.04**

**\$47,724.65 Year 1, \$51,522.40 Year 2, \$51,461.08 Year 3, \$46,521.92 Year 4**

The TEC-P request for indirect costs is calculated at 7 percent of direct costs. The OED federally negotiated indirect cost rate is 17 percent, and the cost rate agreement is included as an attachment.

**K. TOTAL costs. \$6,172,568**

**\$1,318,546 Year 1, \$1667,315 Year 2, \$1692,480 Year 3, \$1,494,226 Year 4**

**Administrative costs at 10 percent.** The total administrative costs for TEC-P are limited to 10 percent of the total request and include: indirect costs calculated at 7 percent of the lead applicant request, and administrative costs for the contractors calculated at 7 percent of each WIB sub-budget.

**Description of leveraged resources:** Each of the WIBs has leveraged internal staffing, administrative and overhead costs to provide TEC-P services at a reasonable per participant rate. In addition, TEC-P is leveraging the significant contributions of its partners including the privately funded Financial Empowerment Centers which will provide financial counseling free of charge to TEC-P participants.

Contractor sub-budgets:

CUWA	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	22,500.00	22,500.00	22,500.00	22,500.00	90,000.00
FRINGE BENEFITS	4,500.00	4,500.00	4,500.00	4,500.00	18,000.00
TRAVEL (INCLUDES LOCAL)	2,500.00	2,500.00	2,500.00	2,500.00	10,000.00
EQUIPMENT	0	0	0	0	0
SUPPLIES	900.00	900.00	900.00	900.00	3,600.00
CONTRACTUAL	0	0	0	0	0
CONSTRUCTION	0	0	0	0	0
OTHER	0	0	0	0	0
<b>TOTAL DIRECT</b>	<b>30,400.00</b>	<b>30,400.00</b>	<b>30,400.00</b>	<b>30,400.00</b>	<b>121,600.00</b>
ADMIN at 7%	2,128.00	2,128.00	2,128.00	2,128.00	8,512.00
<b>TOTAL</b>	<b>32,528.00</b>	<b>32,528.00</b>	<b>32,528.00</b>	<b>32,528.00</b>	<b>130,112.00</b>

Arapahoe Douglas Works!	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	18,422.00	36,845.00	18,422.00	36,845.00	110,534.00
FRINGE BENEFITS	6,141.00	12,282.00	6,141.00	12,282.00	36,846.00
TRAVEL	750.00	1,000.00	1,000.00	750.00	3,500.00
EQUIPMENT	0	0	0	0	0
SUPPLIES	1,502.00	1,502.00	1,502.00	1,502.00	6,008.00
CONTRACTUAL	0	0	0	0	0
CONSTRUCTION	0	0	0	0	0
OTHER (OJTs, PWE, Paid internships, specialized services)	45,000.00	135,000.00	180,000.00	90,000.00	450,000.00
<b>TOTAL DIRECT</b>	<b>71,815.00</b>	<b>186,629.00</b>	<b>207,065.00</b>	<b>141,379.00</b>	<b>606,888.00</b>
ADMINISTRATIVE COSTS at 7%	5,027.05	13,064.03	14,494.55	9,896.53	42,482.16
<b>TOTAL</b>	<b>76,842.05</b>	<b>199,693.03</b>	<b>221,559.55</b>	<b>151,275.53</b>	<b>649,370.16</b>
				Number served	90

BOULDER COUNTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	30,200.00	30,200.00	30,200.00	30,200.00	120,800.00
FRINGE BENEFITS	11,100.00	11,100.00	11,100.00	11,100.00	44,400.00
TRAVEL	600.00	600.00	600.00	600.00	2,400.00
EQUIPMENT	0	0	0	0	0
SUPPLIES	2,769.40	2,769.40	2,769.40	2,769.40	11,077.60
CONTRACTUAL	0	0	0	0	0

CONSTRUCTION	0	0	0	0	0
OTHER (OJTs, PWE, Paid internships, specialized services)	135,000.00	135,000.00	135,000.00	135,000.00	540,000.00
<b>TOTAL DIRECT</b>	179,669.40	179,669.40	179,669.40	179,669.40	718,677.60
ADMINISTRATIVE COSTS at 7%	12,385.80	12,385.80	12,385.80	12,385.80	49,543.20
<b>TOTAL</b>	192,055.20	192,055.20	192,055.20	192,055.20	768,220.80
				Number served	100

<b>DENVER WORKFORCE CENTER</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>TOTAL</b>
PERSONNEL	62,605.00	82,970.50	79,634.66	86,348.74	311,558.90
FRINGE BENEFITS	19,407.55	25,720.86	24,686.74	26,768.11	96,583.26
TRAVEL (INCLUDES LOCAL)	500.00	500.00	500.00	500.00	2,000.00
EQUIPMENT	0	0	0	0	0
SUPPLIES	500.00	500.00	500.00	500.00	2,000.00
CONTRACTUAL	0	0	0	0	0
CONSTRUCTION	0	0	0	0	0
OTHER (OJTs, PWE, paid internships, specialized services)	170,000.00	250,000.00	270,000.00	180,000.00	870,000.00
<b>TOTAL DIRECT</b>	253,012.55	359,691.36	375,321.40	294,116.85	1,282,142.16
ADMINISTRATIVE COSTS at 7%	17,710.88	25,178.39	26,272.50	20,588.18	89,749.95
<b>TOTAL</b>	270,723.43	384,869.75	401,593.90	314,705.03	1,371,892.11
				Number served	175

<b>Jeffco-American Job Center</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>	<b>YEAR 4</b>	<b>TOTAL</b>
PERSONNEL	30,530.00	36,636.00	36,636.00	36,636.00	140,438.00
FRINGE BENEFITS	11,601.00	13,922.00	13,922.00	13,922.00	53,367.00
TRAVEL	0	0	0	0	0
EQUIPMENT	0	0	0	0	0
SUPPLIES	0	0	0	0	0
CONTRACTUAL	0	0	0	0	0
CONSTRUCTION	0	0	0	0	0
OTHER (OJTs, PWE, Paid internships, specialized services)	25,000.00	176,250.00	177,500.00	126,250.00	505,000.00
<b>TOTAL DIRECT</b>	67,131.00	226,808.00	228,058.00	176,808.00	698,805.00

ADMINISTRATIVE COSTS at 7%	3,533.00	11,937.00	12,003.00	9,305.00	36,778.00
<b>TOTAL</b>	<b>70,664.00</b>	<b>238,745.00</b>	<b>240,061.00</b>	<b>186,113.00</b>	<b>735,583.00</b>
				Number served	100

LARIMER COUNTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	42,651.00	42,651.00	42,651.00	42,651.00	170,604.00
FRINGE BENEFITS	10,662.80	10,662.80	10,662.80	10,662.80	42,651.20
TRAVEL	1,000.00	1,000.00	1,000.00	1,000.00	4,000.00
EQUIPMENT	0	0	0	0	0
SUPPLIES	250.00	250.00	250.00	250.00	1,000.00
CONTRACTUAL	0	0	0	0	0
CONSTRUCTION	0	0	0	0	0
OTHER (OJTs, PWE, Paid internships, specialized services)	112,875.00	112,875.00	112,875.00	112,875.00	451,500.00
<b>TOTAL DIRECT</b>	<b>167,438.80</b>	<b>167,438.80</b>	<b>167,438.80</b>	<b>167,438.80</b>	<b>669,755.20</b>
ADMINISTRATIVE COSTS at 7%	10,000.00	10,000.00	10,000.00	10,000.00	40,000.00
<b>TOTAL</b>	<b>177,438.80</b>	<b>177,438.80</b>	<b>177,438.80</b>	<b>177,438.80</b>	<b>709,755.20</b>
				Number served	100

MESA COUNTY	YEAR 1	YEAR 2	YEAR 3	YEAR 4	TOTAL
PERSONNEL	0	0	0	0	0
FRINGE BENEFITS	0	0	0	0	0
TRAVEL	0	0	0	0	0
EQUIPMENT	0	0	0	0	0
SUPPLIES	100.00	100.00	100.00	100.00	400.00
CONTRACTUAL	0	0	0	0	0
CONSTRUCTION	0	0	0	0	0
OTHER (OJTs, PWE, Paid internships, specialized services)	37,893.00	39,207.00	40,599.00	42,075.00	159,774.00
<b>TOTAL DIRECT</b>	<b>37,993.00</b>	<b>39,307.00</b>	<b>40,699.00</b>	<b>42,175.00</b>	<b>160,174.00</b>
ADMINISTRATIVE COSTS at 7%	1,520.00	1,520.00	1,520.00	1,520.00	6,080.00
<b>TOTAL</b>	<b>39,513.00</b>	<b>40,827.00</b>	<b>42,219.00</b>	<b>43,695.00</b>	<b>166,254.00</b>
				Number served	28

**Attachment D: Statement of Work**

**Introduction:** Colorado is emerging as a national leader in practices and legislation that support innovation and rapid industry growth in the information technology and advanced manufacturing sectors. With multiple economic growth initiatives spanning the state’s industries and regions, **Colorado is uniquely positioned to be a national leader for putting the long-term unemployed (LTU) back to work in high-tech industries.** To leverage this momentum and meet the needs of the state’s LTUs, the Denver Office of Economic Development-Division of Workforce Development is proposing the **Technology Employment in Colorado Partnership (TEC-P) project.** **TEC-P is a targeted industry sector initiative that will build the information technology (IT) and advanced manufacturing (AM) sectors through an industry and employer-driven approach that develops an education and training career pathway, leading to employment of LTUs and incumbent workers in middle- to high-skilled jobs in IT and AM.**

The TEC-P partnership consists of: **1)** the Denver Office of Economic Development (OED), as the lead applicant; **2)** the Colorado Urban Workforce Alliance (CUWA)—as a third-party project convener; **3)** six Workforce Investment Boards (WIBs), including the Denver WIB, the American Job Center (serving Jefferson, Gilpin and Clear Creek counties), Arapahoe Douglas Works! (serving Arapahoe and Douglas counties), Larimer County WIB, Boulder County WIB and Mesa County WIB; **4)** Western Colorado Community College (WCCC) and the Colorado Community College System (CCCS), including the following schools: Community College of Aurora (CCA), Front Range Community College (FRCC), Red Rocks Community College (RRCC), the Community College of Denver (CCD) and; **5)** three industry associations; **6)** 11 employers in the IT and AM sectors; **7)** five additional training partners; and **8)** three optional partners.

The TEC-P sector development model is based on the highly successful Greater Metro Denver Healthcare Partnership (GMDHP)—an industry-driven sector initiative that convened virtually all of the major hospitals and ambulatory care facilities in the metro Denver area to co-design a training and education career

pathway to fill critical skills gaps in their aggregate labor force. GMDHP was facilitated by the Colorado Urban Workforce Alliance (CUWA)—a third-party convener funded by the metro Denver area’s WIBs to act as a centralized liaison between the WIBs, employers, industry associations, educational institutions and other training providers. Through this sector initiative, CUWA developed a convening model for bringing together all these stakeholders within a targeted sector to inform the development of training and education programs that fulfill employers’ needs, while building a skilled workforce. The cornerstones of the convening model are an IT sector coordinator position and a project advisory council. The IT sector coordinator facilitates all of the cross-partner collaboration, and the advisory council is made up of representatives of all partners and meets on a monthly basis. This model aligns with the proposed 2014 Workforce Innovation and Opportunities Act recommendations to: align workforce development programs with economic development and education initiatives, and to enable businesses to identify in-demand skills and connect workers with opportunities to build those skills.<sup>1</sup> This model is described in detail in the subsequent methodology and work plan section.

## 1. Statement of Need

***Need for customized services to assist long-term unemployed workers to be reemployed in middle- and high-skilled jobs:*** Within the targeted WIBs and adjacent counties for TEC-P, including the major metro areas along the Colorado Front Range, including two of Colorado’s largest cities (Denver and Aurora), and the only urban hub on Colorado’s Western Slope (Grand Junction), there are **12,721 LTUs who have been unemployed for six to 29 months, representing 69.7% of the total LTUs in the state.**<sup>2</sup>

Colorado has the second-most-educated workforce in the country,<sup>3</sup> and this pattern also applies to the

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<sup>1</sup> The Workforce Innovation and Opportunity Act. Investing in America’s Competitiveness. Fact Sheet, HELP Senate Committee.

<sup>2</sup> Connecting Colorado unemployment data

<sup>3</sup> Colorado Office of Economic Development and International Trade. Key Industries: Technology and Information. Retrieved from: <http://www.advancecolorado.com/key-industries/technology-information>

LTU, with just over 20 percent of the LTUs in the targeted regions having a bachelor's degree, over 15 percent having a Master's degree, and just under 10 percent with a Ph.D. With over 45 percent of the LTU population holding a bachelor's degree or higher, **nearly half of Colorado's LTUs have the base level education needed to enter a middle- to high-skilled job, but they lack the targeted skills and industry-recognized credentials/certification needed to enter the IT or AM sectors.** Therefore, LTUs and incumbent workers need customized, targeted services that will enable them to access the growing sources of employment located right in their own backyards. To meet the workforce demands in the rapidly growing IT and AM sectors, these services need to be accelerated to provide rapid reemployment, which is best provided through a combination of short-term training and training with an income component, and long-term training that ensures that new IT and AM workers stay up to speed in these ever-changing fields.

***i. Targeted Industries and Occupations.*** The IT and AM sectors in Colorado have been experiencing high levels of growth over the past decade, and the next five years will see the state's most rapid growth in both industries.<sup>4</sup> The IT sector has been a key player in Colorado's economy for many years, with global businesses like DISH Network, Liberty Interactive, Liberty Global, Oracle, Clear Channel and Century Link leading the sector's growth,<sup>5</sup> and high-tech exports totaling more than \$2.9 billion per year. The sector employs 45,050 workers at 4,120 companies throughout the nine-county Front Range region.<sup>6</sup> The AM sector is also building momentum in Colorado due to legislation and innovative practices that are leading to the creation of middle- and high-skilled, high-paying jobs.<sup>7</sup> This is due in part to the development of two Advanced Industry Accelerator programs, which were created in 2013 to promote growth and

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<sup>4</sup> Economic Modeling Specialists International, Advanced Manufacturing Long-Term Trends for Denver Region, Colorado and US.

<sup>5</sup> Colorado Office of Economic Development and International Trade. Key Industries: Technology and Information. Retrieved from: <http://www.advancecolorado.com/key-industries/technology-information>

<sup>6</sup> Metro Denver Economic Development Corporation. Retrieved from <http://www.metrodenver.org/industries/it-software/>

<sup>7</sup> Colorado Office of Economic Development and International Trade. Key Industries: Advanced Manufacturing. <http://www.advancecolorado.com/key-industries/advanced-manufacturing>

sustainability in the sector by helping drive innovation, accelerate commercialization, encourage public-private partnerships and increase access to early stage capital to increase the state’s global competitiveness.<sup>8</sup> The AM sector in Colorado includes over 5,900 manufacturing firms, more than 120,000 employees and \$16.3 billion in annual economic output.<sup>9</sup> The downside of all of this rapid growth for employers is that businesses are not able to grow quickly due to constraints caused by a limited workforce. (see section 1.ii below)

**High-growth industries include those for which employers currently seek H-1B visas:** The following tables provide examples of occupations that were included in the 2014 Report for Top H1B Visa Sponsorship that require skills and/or certifications that TEC-P employer partners are seeking and that TEC-P training partners offer.<sup>10</sup>

SOC	IT Occupations	2014 Jobs	Annual Openings	2019 Jobs	% Increase
15-1142	Network and computer systems administrators	10,061	316	10,646	9%
15-1143	Computer network architects	3,708	129	3,884	8%
15-1134	Web developers	5,940	276	6,753	18%
13-1199	Business operations specialists, all other	40,307	950	42,296	6%

SOC	AM Occupation	2014 Jobs	Annual Openings	2019 Jobs	% Increase
11-9041	Architectural and engineering managers	3,309	184	3,719	19%
13-1199	Business operations specialists, all other	40,307	950	42,296	6%
17-3029	Engineering technicians, except drafters	1,654	58	1,764	8%
17-2081	Environmental engineers	1,809	89	1,988	15%

In addition, one of TEC-P’s key employer partners, IBM, is among the top 40 users of H-1B Visas to hire foreign workers in Colorado.<sup>11</sup> **Degrees, skills and credentials/certificates necessary for selected H-1B**

<sup>8</sup> Ibid.

<sup>9</sup> Ibid.

<sup>10</sup> Retrieved from <http://www.myvisajobs.com/Reports/2014-H1B-Visa-Category.aspx?T=OC>

<sup>11</sup> Retrieved from <http://www.myvisajobs.com/Reports/2014-H1B-Visa-Sponsor.aspx>

**occupations.** The following tables provide an illustrative sample of the occupations in the targeted industries and the degrees, skills and credentials/certifications necessary for employment in them.

IT Occupation	Education Level	Skills	Credential/Certifications
Network and computer systems administrators	Bachelor's degree	Linux, UNIX, VMware Software, Firewall, Transmission Control Protocol (TCP/IP)	Cisco Certified Internetwork Expert (CCIE), System Administrator (EMCSyA), Cisco Certified Network Professional (CCNP), Microsoft Certified Systems Engineer (MCSE)
Computer network architects	Bachelor's degree	Wide Area Network (WAN), Local Area Network (LAN), Multiprotocol Label Switching (MPLS), Border Gateway Protocol (BGP)	Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP), Cisco Certified Internetwork Expert (CCIE)
Web developers	High school diploma or equivalent	JavaScript (JS), Java, Cascading Style Sheets (CSS), HTML, Web services	SAX, Top Secret Sensitive Compartmented Information (TS SCI), Certified Scrum Coach (CSC)

AM Occupation	Education Level	Skills	Certifications
Engineering Technician	Associate's degree	MATLAB	CNC machine tool operating, CNC manufacturing
Architectural & engineering managers	Bachelor's degree	Microsoft Internet Information Services (IIS)	Top Secret Sensitive Compartmented Information (TS SCI)
Business operations specialists	High school diploma or equivalent	SAP, Cyber security	Six Sigma

**Average, current wages for selected high-growth H-1B industries and occupations.** The following table provides an overview of the average wages in Colorado for occupations in the targeted industries with the assumption of a typical 40-hour work week and year-round work.<sup>12</sup>

Industry Title	Hourly Wage Range	Average Wage Range
IT: (ISPs, web search portals, data processing)	\$24.15 - \$49.83	\$50,232 - \$103,636
Advanced Manufacturing	\$26.00 - \$41.28	\$54,080 - \$85,852

<sup>12</sup> Colorado Department of Labor. Industry Wage Statistics for Colorado. Retrieved from <https://www.colmigateway.com/vosnet/lmi/industry/industrysummary.aspx>

TEC-P anticipates that participants placed into H-1B occupations who do not have previous experience in the IT or AM sectors will likely be placed in jobs with wages at the lower end of the range however, with ongoing training, they could eventually achieve wages at the higher end of the range.

**ii. Employer Engagement. Evidence that local and/or regional employers face a gap in skills of the available workforce and/or in the training available to the workforce.** As the IT and AM sectors are growing, employers are seeing a shortage of skilled employees, and local educational institutions are struggling to keep up with the training needed to fill these jobs. A 2013 survey from the Colorado Technology Association identified the lack of a skilled domestic workforce as one of the top three major deficiencies contributing to inhibiting growth and performance within the IT industry.<sup>13</sup> Additionally, a 2013 survey from the Technology Councils of North America (TECNA) indicated that for Colorado in particular, 57 percent of companies plan to increase staffing levels in technical positions within six months, and 40 percent of those executives cite the availability of talent as being a business concern.<sup>14</sup> Overall in Colorado, 72 percent of businesses perceive a shortage of tech talent availability, of which 27 percent perceive a *significant* shortage of skilled workers. Due to this perception, the survey also found that 29 percent of businesses cited they would be likely to use more foreign workers (e.g., H1B visa) if available. Results from a Manufacturing Micro-Summit held in Denver (March 20, 2014) indicated that with a larger, more prepared workforce, AM companies would be poised to grow at a much quicker rate than their current pace. Additionally, they stated that locally sourced workforce skills for critical positions are struggling to keep up. The Colorado Advanced Manufacturing Alliance (CAMA) cites that one of its biggest challenges is to ensure there will be an adequately skilled workforce ready for the growth in the industry and the subsequent jobs that will be created. Lastly, as members of the Colorado Career Pathways working group,

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<sup>13</sup> Colorado Technology Association (CTA) 2013 Survey

<sup>14</sup> Technology Councils of North America (TECNA) National Survey of Technology, Policy and Strategic Issues. Results for Colorado Technology Association. October, 2013.

OED and its partner, CCCS, along with CUWA and a number of state agencies, have participated in the discussion and analysis of the state's growth sectors and the need to develop a system of career pathways that can address skills gaps in these key industries that are critical to Colorado's economic well-being. CCCS' participation on the TEC-P project represents one of its efforts to accelerate the development of career pathways for IT and AM.

***Projected demand for employment in the selected high-growth H-1B industries.*** Growth in the targeted regions for both sectors is projected to exceed both state and national growth as follows: IT targeted region growth will be 5 percent higher than state growth and 7 percent higher than national growth. AM targeted region growth will be 26 percent higher than state growth and 31 percent higher than national growth.<sup>15</sup> ***Roles of employers and industry associations and how these roles support the goals of the project.*** To meet this demand, TEC-P employer partners will work alongside training and education partners to identify and co-design the certificates and stacking credentials needed to train local workers with the skills needed to fill the positions that are currently filled with H1B Visa workers. The employer partners will also play an integral role in the project, which is providing the venue for OJT, PWE and/or internships at their businesses. This type of direct work experience in combination with training is the key to launching LTU, and incumbent workers into their new career pathway. The industry associations will ensure that TEC-P stays updated on sector trends and will provide a venue for connecting TEC-P with additional employers throughout the life of the project. The employers and industry associations will be engaged throughout the life of the project with the aim of developing a collaborative structure for ongoing sector partnerships that are sustained after the funding period has ended.

The employer and industry association letters documenting their commitment to participate in the proposed TEC-P project are included as Appendix A. The following tables outline the associations and

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<sup>15</sup> Ibid.

employers' roles and commitments to the **TEC-P** project:

Industry Associations	
<ul style="list-style-type: none"> <li>▪ Western Colorado Manufacturing Alliance</li> <li>▪ Colorado Technology Association</li> <li>▪ Manufacturer's Edge</li> </ul>	
Role	Commitments
<ul style="list-style-type: none"> <li>▪ Provide insight and feedback for development of career pathways for IT and AM sector jobs</li> <li>▪ Connect TEC-P with businesses that may hire TEC-P participants</li> <li>▪ Connect TEC-P with new training partners</li> <li>▪ Collaborate to educate businesses in targeted sectors about options for working TEC-P participants to offset need for H-1B Visa workers</li> </ul>	<ul style="list-style-type: none"> <li>▪ Provide a representative to participate in the monthly TEC-P Advisory Council meetings</li> <li>▪ Post information about and links to TEC-P website on association websites</li> <li>▪ Participate in industry panels for workforce Empowerment and Power Prep sessions for TEC-P participants</li> <li>▪ Participate in interviewing practice for TEC-P participants</li> <li>▪ Host for convening of industries and TEC-P advisory council meetings</li> <li>▪ Participate in all evaluation activities as required by the U.S. Department of Labor as a condition of receipt of grant funding</li> </ul>

Employers	
Iconergy, Live Consulting, Lifeloc Technologies, Lockheed Martin, IBM, Networks Unlimited, CAPCO, Denver Energy Group, Lewis Engineering, Spirea and Wolf Robotics	
Role	Commitments
<ul style="list-style-type: none"> <li>▪ Experts who inform the design of the training career pathway leading to IT and AM sector jobs that are currently being filled by H1B Visa workers</li> <li>▪ Placements for TEC-P participant training with an earning component, and/or hire TEC-P participants</li> </ul>	<ul style="list-style-type: none"> <li>▪ List job openings with the WFRS as openings occur and are appropriate for TEC-P participants</li> <li>▪ Provide input on program and curriculum design to meet the needs for trained employees</li> <li>▪ Provide resources to support education and training (such as mentors, the donation of equipment or other contributions) on a voluntary basis</li> <li>▪ Provide on-the-job training, paid work experience (PWE) and/or work-based training opportunities in partnership with their local WFRs on a voluntary basis</li> <li>▪ Work with the WFRs on interviewing program participants for job openings</li> <li>▪ Hire qualified participants who complete grant-funded education training program, depending on the employer's needs</li> <li>▪ Participate in all evaluation activities as required by the U.S. Department of Labor as a condition of receipt of grant funding.</li> </ul>

**Leverage existing partnerships and/or develop new partnerships with employers.** Through the

GDMHP, CUWA, in partnership with the Denver metro area WIBs, has developed relationships with

employers in the healthcare industry who are also looking for skilled IT employees. TEC-P will leverage these relationships to provide more placements for training with an earnings component and potential sites for long-term employment for TEC-P participants. Also, through the GMDHP, CUWA has developed a protocol for and history of working with CCCS to develop industry-driven career pathways. TEC-P will leverage this experience for the development of the IT and AM career pathways. TEC-P will also leverage OED's role as the lead agency for the Metro Denver-Boulder Manufacturing partnership, which will launch in fall 2014 and will provide TEC-P with an additional, industry-specific source for connecting with employers and determining needs for sector development. Lastly, OED has been an active participant in the Advisory Committee of the National Network of Sector Partners, and it will leverage this participation to disseminate TEC-P results through the NNSP's membership of over 450 workforce professionals.

**iii. Targeted Population.** Of the 9,878<sup>16</sup> LTUs within the targeted WIBs, TEC-P will focus its services on the 45 percent who currently hold a bachelor's degree or higher, as they are best suited for rapid reemployment in H1B occupations and share the common thread of needing customized training in the IT and AM industries to be able to move into these middle- to high-skilled jobs. TEC-P will serve 538 LTU (91%) and 55 incumbent workers (9%) across the four-year project period. Project participants will be determined as LTU or incumbent worker based on the eligibility intake process at the outset of service (described in section 2.b. Assessment Strategy), and the WIB case managers will report LTU eligibility data on a monthly basis, with this data tracked by the project manager to ensure that TEC-P serves at least 85 percent LTU. Lastly, priority preference will be given to women and veterans, as they are both underserved populations in the targeted industries.

The following table illustrates the demographics of the LTU in the targeted regions.

	Unemployed 6-11 mos. and receiving UI	Unemployed 12-17 mos. and receiving	Unemployed 18-23 mos. and receiving	Unemployed 24-29 mos. and receiving
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<sup>16</sup> Connecting Colorado data

		UI	UI	UI
<b>Age</b>	9.4% 18-27	4.9% 18-27	10.9% 18-27	8.5% 18-27
	22.2% 28-37	29.9% 28-37	21.5% 28-37	21.2% 28-37
	18.9% 38-47	23.1% 38-47	20.5% 38-47	21.5% 38-47
	33.3% 48-57	29.4% 48-57	28.1% 48-57	27.3% 48-57
	12.8% 58-68	12.2% 58-68	16.6% 58-68	18.1% 58-68
	3.3% > 68	0.5% > 68	2.4% > 68	3.3% > 68
<b>Sex</b>	47.8% Female	29.6% Female	46.4% Female	49.8% Female
	52.2% Male	70.4% Male	53.6% Male	50.2% Male
<b>Region</b>	27.0% Denver WIB	45.5% Denver WFR	37.3% Denver WFR	31.9% Denver WFR
	23.2% Boulder WFR	9.8% Boulder WFR	8.6% Boulder WFR	10.6% Boulder WFR
	12.7% Larimer WFR	10.9% Larimer WFR	6.4% Larimer WFR	5.0% Larimer WFR
	12.9% American Job Center	14.7% American Job Center	17.2% American Job Center	18.9% American Job Center
	15.5% Arapahoe	13.0% Arapahoe	24.2% Arapahoe	26.5% Arapahoe
	Douglas Works!	Douglas Works!	Douglas Works!	Douglas Works!
	8.6% Mesa County	6.2% Mesa County	6.3% Mesa County	7.1% Mesa County

**Service, education, and/or training needs of other unemployed or incumbent workers.** Incumbent workers in the targeted regions will be chosen as TEC-P participants based on alignment with the skills needed for TEC-P jobs and alignment of their needs align with the TEC-P training/education options.

## 2. Methodology and Work Plan

**i. Program Model/Strategy.** The TEC-P model is based on the CUWA, industry-driven sector model, and the TEC-P strategy uses the four best practices that are highlighted in President Barack Obama’s report on best practices for employing LTUs, including: 1) deep employer engagement; 2) intermediaries that serve as liaisons between employers and training providers through the CUWA sector model; 3) work-based learning; and 4) wraparound services through its rapid reemployment and supportive services strategies (outlined in subsequent sections 2.c and 2.d).<sup>17</sup>

**a. Outreach and Recruitment. Plan and strategy for engaging long-term unemployed workers.** First, TEC-P will develop a website that will serve as the central point of information for TEC-P. The TEC-P

<sup>17</sup> Addressing the Negative Cycle of Long Term Unemployment. (2014, January). Executive Office of the President. Retrieved from [http://www.whitehouse.gov/sites/default/files/docs/wh\\_report\\_addressing\\_the\\_negative\\_cycle\\_of\\_long-term\\_unemployment\\_1-31-14\\_-\\_final3.pdf](http://www.whitehouse.gov/sites/default/files/docs/wh_report_addressing_the_negative_cycle_of_long-term_unemployment_1-31-14_-_final3.pdf)

website will provide a forum for all partners to connect with each other and provide information on their respective roles in the project. For example: Employers will be able to use the site to post job openings and/or internships or paid work experiences; workforce centers will be able to post information about their events for potential participants and/or employers so they can access job seekers and job opportunities; and all marketing materials will direct interested parties to the website for overview and contact information for TEC-P. Secondly, TEC-P will develop a targeted marketing campaign that is differentiated for each sector and will use print and online media outlets to advertise the launch of the program. Lastly, TEC-P will develop outreach materials—brochures, flyers, etc.—that are differentiated for the sectors with the aim of reaching LTUs who may want to break into a new industry, and incumbent workers who are seeking training and promotion opportunities.

The TEC-P recruiting strategy will start with workforce center staff of the different WIB partners using the Connecting Colorado database—the state UI system—to connect with individuals who fit the TEC-P eligibility requirements, including LTUs. These individuals already in the system will make up the first tier of participants recruited. To reach individuals who may be eligible but are no longer tracked in Connecting Colorado, or did not ever receive benefits or are incumbent workers, TEC-P will provide outreach materials to job clubs, community organizations, faith-based organizations, businesses, other WFRs and employers, as well as to industry-specific temp agencies and the industry association partners for TEC-P, and through online and social media job-seeking forums such as LinkedIn and Craigslist. Through job-seeking sites and temp agencies, TEC-P will advertise the paid work experience options available through partner employers to job-seekers and will include information on TEC-P eligibility and program requirements. The TEC-P primary partners for outreach will be the WIBs and the industry-association partners. **Process for ensuring collaboration among partners.** During the planning period, the TEC-P advisory council will appoint an outreach subcommittee that will oversee the development of the website, marketing materials and outreach strategy and will report back at the monthly advisory council meetings. The outreach subcommittee will

work with a marketing and web development contractor to ensure that the outreach materials are appropriate for each sector and appeal to the targeted population.

**b. Assessment Strategy. Process used for determining eligibility to ensure 85 percent of participants are LTU.** Potential participants will be screened for TEC-P eligibility through the WIB intake process, which is administered by case managers at each workforce center and includes completion of the determination of eligibility form that is linked to data in Connecting Colorado. All workforce center case managers will report intake data monthly, and they will be responsible for ensuring that at least 85% of TEC-P participants enrolled qualify as LTU. This form also provides the case worker with the results of any assessments that the potential participant may have already completed, which can be used as a baseline for determining the rest of the individualized assessment strategy. **Assessment process to determine customized intervention track.** Each WIB partner has an intake process in place that assesses for participant needs and skills, including basic education levels/aptitudes and other indicators, such as need for financial and mental health counseling. For TEC-P, the WIB case managers will use their current intake process as well as Kenexa Prove It! The current intake process will help determine if a potential participant will require intensive coaching that includes options for mental health and financial counseling needs, and the Prove It! assessment will help case managers assess work skills, as it can be customized to assess for skills specific to software and hardware applications as well as specific occupations, with a variety of assessments available for IT and AM occupations. Prove It! also has a set of behavioral assessments that yields a profile of candidate strengths and development needs.<sup>18</sup> In addition, the TEC-P advisory council will appoint an assessment subcommittee to determine, during the planning period, which additional assessments will help workforce centers better assess potential participants' skills gaps for entering the targeted IT and AM sectors. The additional assessments will be chosen based on their alignment with

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<sup>18</sup> Retrieved from <https://www.proveit.com/default.htm>

identified employer partner needs. For example, the subcommittee may consider using the test for the CompTIA's A+ certification<sup>19</sup>—considered a fundamental credential for the majority of IT careers—to determine participant's baseline IT skills.

**c. Rapid Reemployment and Training Strategy. *Identify and describe the education and training strategies for LTU including those that incorporate an earnings component.*** TEC-P will use a three-track approach to education and training that is customizable to meet the unique needs of the LTU and incumbent workers; the tracks will also be stackable and interchangeable so that participants who need services from more than one track can mix and match to meet their needs. In addition, the TEC-P sector coordinator will be working with industry and employer partners and training and education partners to develop career pathways that lead to employment in the IT and AM sectors. Each workforce center will connect TEC-P participants with the three-track options as a part of their case management services, and the participant's customized track will be determined based on the results of the comprehensive TEC-P assessment as previously described.

**TRACK 1: Intensive coaching/short-term specialized services:** TEC-P Track 1 will support participants who are struggling with challenges in addition to unemployment such as: the stigma of long-term unemployment; mental health challenges; the financial and credit challenges that can come with being long-term unemployed; and the need for support with resume and cover letter development or interview preparation and connection to employers in a new industry. The following programs within Track 1 will provide participants with the support to overcome these challenges.

***Platform to Employment (P2E):*** Through the TEC-P project, OED will contract with the WorkPlace to provide its nationally recognized P2E program through a train-the-trainer strategy that will train trainers from the TEC-P WIBs so that they can provide the P2E approach to LTUs who need the most intensive

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<sup>19</sup> Retrieved from <http://certification.comptia.org/getCertified/certifications/a.aspx>

level of coaching and specialized services for re-employment. Denver was one of 10 cities selected to provide P2E through a pilot program in 2013. The Denver WFR ran the pilot and was highly successful, with an 85% placement rate for participants into unsubsidized employment. Through the train-the-trainer approach, TEC-P partners will be equipped to provide the P2E program to at least one cohort of TEC-P participants per year. P2E is also further described in section 2.d below.

**Workforce Empowerment Series:** Based on its success with the P2E pilot, the Denver WIB developed the Workforce Empowerment Series to provide the key concepts provided through P2E in a more condensed timeline with the mental and health and financial counseling provided by external partners. The two-week Workforce Empowerment Series is set up to target specific occupations for each cohort of participants, and it culminates in an industry-specific job fair for the participants. Denver's WIB will provide a train-the-trainer session to other WIBs that want to use this model for TEC-P participants. For TEC-P, the WIBs will either provide local referrals for the mental health portion of the program or will provide this service through in-house resources. Mesa and Larimer counties already have mental health resources in place at their workforce centers. WIBs will be able to use the Financial Empowerment Centers (FEC)—a grant-funded program that is part of a national effort to improve the financial stability of households—to provide participants with free financial counseling. The FEC is located in Denver and has representatives who serve throughout the state and will partner with the WIBs outside the metro area.

**Power Prep:** Denver Workforce Center's power prep sessions are fast-paced, intensive, free workshops designed to help job-seekers in various high-growth industries. These half-day, industry-specific sessions include: insider tips from a panel of employers from that industry and members of industry associations, tips on interviewing and gaining a promotions in the field, resume reviews and coaching from workforce staff. Denver's WIB staff will work with other WIBs that want to offer these sessions in locations throughout the metro area and will train interested case managers at the WIBs outside of the metro area so they can

provide Power Prep sessions at their workforce centers. A subcommittee made up of workforce center staff will look at these strategies and other successful strategies offered by other WIBs around the state.

**TRACK 2: Short-term training that leads to a skilled job:** Through Track 2, TEC-P WIB partners will connect eligible TEC-P participants with short-term training through the following options: on-the-job training (OJT) through an employer partner, paid work experience (PWE) through an employer partner, or a paid internship through an employer partner.

**TRACK 3: Training along a career pathway that leads to an industry-recognized credential and middle- and high-skilled jobs:** Through TEC-P Track 3, participants will be linked with certificate, credential or degree programs through CCCS education partners and/or private training partners who provide specific credentials training that industry and employers have identified as being critical for employment in the targeted occupations. WIBs will also seek to connect participants with options from Track 2 so that they will also have paid experience while completing a more advanced credential.

**Career pathway development:** To ensure that there is a direct connection between the needs that employers are facing and the training and education options that are offered through tracks 2 and 3, TEC-P will use the sector development model to refine the information available about skills and competencies needed to fill high-demand H-1B occupations and will use this information to work with community colleges and private training providers to design career pathway to these occupations. The pathway will consist of certificates and credentials that can be received individually and/or can be stacked together to result in an industry-tailored degree and/or a tiered pathway up a career ladder within IT and AM. To achieve this, the TEC-P sector will convene representatives from IT and AM employers and industry associations with educational institutions and private training entities on a monthly basis during the project planning period. At the end of the six-month planning period, the advisory council that will create a work plan that will map out the career pathway development process for the duration of the project. The career pathways design process will follow a basic timeline. Year 1: convene all partners to prioritize gaps in training and high-need,

hard-to-fill occupations. Year 2: partners identify or develop new training that fills gaps and TEC-P participants begin training. Year 3: partners look at results of Year 2 training and refine approach. Year 4: finalize at least two career pathways that lead to high-need, hard-to-fill H-1B occupations. **Why proposed education and training strategies are appropriate for the targeted populations.** The TEC-P strategies are aligned with the four best practices for reemploying LTUs as outlined in the President’s 2014 report on addressing the needs of LTUs,<sup>20</sup> and they are based on the success of the aforementioned GDMHP.

**Degree(s) and/or industry-recognized credential(s) that will result from participants completing education and training activities.** The TEC-P training and education strategy will focus on providing certificates and industry-recognized credentials that will bridge the gap between the participants’ base education level and their ability to receive, maintain and be promoted in middle- to high-skilled jobs in the IT and AM sectors. The following table provides an illustrative sample of the degrees and credentials that participants may receive through the currently identified TEC-P training and education partners; the TEC-P partners anticipate that these offerings will expand as more partners are brought to the table and the career pathways are designed and expanded throughout the life of the project.

	Partner	Type of training, and credentials or degrees offered
AM	APICS	<ul style="list-style-type: none"> <li>▪ Certified Supply Chain Professional (CSCP)</li> <li>▪ Certified Lean Master program</li> </ul>
IT	Global Knowledge	<ul style="list-style-type: none"> <li>▪ IT industry-recognized certifications: includes Cisco CCNA and CCNP certifications, Microsoft MCSA and MCSE certifications, IBM Software and Systems certifications, CBAP® and PMP® certifications, ITIL® certifications, and certifications from CompTIA and Red Hat</li> <li>▪ Global Knowledge Training Certifications</li> </ul>
IT	Galvanize 1.0	<ul style="list-style-type: none"> <li>▪ Full Stack Development Immersion Program includes: Ruby on Rails, Sinatra, Javascript, CSS3, HTML5, Responsive Design, Database, APIs, Version Control, and Test Driven Development</li> </ul>
AM	MCAD	<ul style="list-style-type: none"> <li>▪ SolidWorks Essentials: Series of nine one to two days’ certificate courses for software and process of computer aided design</li> </ul>

<sup>20</sup> Addressing the Negative Cycle of Long Term Unemployment. (2014, January). Executive Office of the President. Retrieved from [http://www.whitehouse.gov/sites/default/files/docs/wh\\_report\\_addressing\\_the\\_negative\\_cycle\\_of\\_long-term\\_unemployment\\_1-31-14\\_-\\_final3.pdf](http://www.whitehouse.gov/sites/default/files/docs/wh_report_addressing_the_negative_cycle_of_long-term_unemployment_1-31-14_-_final3.pdf)

<b>AM</b>	BMGI	<ul style="list-style-type: none"> <li>▪ LEAN Master Black Belt Development and LEAN Master Development Certificate</li> <li>▪ LEAN Six Sigma Black Belt and LEAN Agile Scrum Master Certificates</li> </ul>
<b>IT</b>	CCA	<ul style="list-style-type: none"> <li>▪ Multimedia Technologies Networking Technologies Certificates</li> <li>▪ Computer Programming and Computer Information Systems Certificates</li> </ul>
<b>IT</b>	RRCC	<ul style="list-style-type: none"> <li>▪ Computer Information and Computer Networking Technologies Certificates</li> <li>▪ Web Technologies and Database Technologies Certificates</li> </ul>
<b>IT</b>	FRCC	<ul style="list-style-type: none"> <li>▪ Computer Information Technologies and CISCO Networking Certificates</li> <li>▪ Geographic Information Systems Certificate</li> </ul>
<b>IT</b>	WCCC	<ul style="list-style-type: none"> <li>▪ Certified Network Technician and Computer Technician Certificates</li> <li>▪ Telecommunications VoIP Technician Certificate</li> </ul>
<b>AM</b>	CCD	<ul style="list-style-type: none"> <li>▪ CNC Machining and CNC Manufacturing Certificates</li> </ul>

**Documentation from incumbent workers' employers to validate results of training.** The TEC-P WIB case managers will require employers to submit documentation of the training results of incumbent workers using a form that will developed by a subcommittee of WIB case managers for use for TEC-P participants.

**d. Supportive Services and Specialized Participant Services Strategies. Service strategy to support**

**reemployment and training strategies for LTU.** In addition to the supportive service referrals and case management that the workforce centers always provide to LTUs and other unemployed individuals, including WIA supportive services such as transportation, interview clothing, tools, and professional license and exam fees, TEC-P LTU participants will have the option of completing the P2E intervention. P2E is an intensive five-week program that incorporates traditional job-readiness coaching with mental health and financial counseling, and it is designed to meet the comprehensive needs of LTUs who have significant barriers to employment and was designed for those who have been unemployed for multiple years. P2E helps participants identify their transferrable skills, build effective networking and communication skills, and develop goals and a career action plan for an effective job search. In addition, because the P2E model is intensive and occurs over five weeks, the participants build a strong sense of camaraderie with each other and develop an intrinsic support system, which provides an additional type of accountability and motivation.

**Supportive service strategies for other unemployed or incumbent workers served.** Because of the time and cost intensive nature of the P2E intervention model, TEC-P will only provide this intervention

option to LTUs, however, the incumbent worker TEC-P participants will have access to all typical supportive service referrals and case management that the workforce centers provide, including WIA supportive services. **Evidence of effectiveness of services for addressing barriers.** In addition to the Denver WIB's' direct experience with the success of P2E, the program has received national recognition with news coverage on 60 Minutes, and since its launch in 2011, it has had the following results: an average of 80% of participants who completed training received paid work experience, and of those who had a trial work experience, 90% were hired full time.<sup>21</sup> **How services will be provided to participants and be administered through effective case management.** Case management is the cornerstone of services provided by the WIBs for TEC-P participants. For the TEC-P project, the workforce center's case managers will facilitate the process for each participant from assessment and customization of the intervention tracks, to direct navigation support with training and education partners and liaising with employer partners for OJT, PWE and paid internships, to job placement. In addition to the workforce center case managers, all TEC-P participants will benefit from the job developers, who are the direct liaison to employers and are consistently working on behalf of participants to find appropriate job opportunities while educating employers about the benefits of hiring TEC-P participants.

**e. Job Placement Strategy. Strategies to ensure long-term unemployed workers obtain employment in H-1B occupations.** The TEC-P strategy to connect LTUs and other TEC-P participants with employment in H-1B occupations is two-pronged. First, the TEC-P sector coordinator's efforts to gather input directly from industry associations and employers will ensure the collaboration of the employers toward reaching the goal of re-employing LTUs in H-1B occupations. Secondly, the WFR's job developers will be working directly with employers to connect them with TEC-P participants while educating employers about the benefits of employing TEC-P participants rather than seeking H1-B visas for foreign employees.

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<sup>21</sup> Retrieved from <http://www.platformtoemployment.com/>

TEC-P specific **job placement activities** include: 1) Participants will be introduced to job options through industry specific job fairs and Power Prep sessions with industry professionals, and 2) workforce center case managers will be working intensively with each participant to provide ongoing resume review and updates and interview prep, while job developers call targeted employers to directly connect participants to hiring managers. The TEC-P **job placement strategies to be used with other unemployed and/or incumbent workers** will be the same as those used for LTUs, except that for incumbent workers, the case managers will connect with the participant’s current employer to help the participant achieve employment retention or promotion through TEC-P training and education.

**ii. Project Work Plan.** Following is the TEC-P work plan, including feasible and realistic activities and time frames, deliverables and key implementers. The start-up activities are included in the first six months of the work plan. The capacity of the lead applicant to manage the project and the role the partners will play in specific activities are described in the subsequent organizational capacity and project management section.

Activity/Deliverable	Implementer	Costs	Time
<p><b>Activity 1: Planning period, launch activities:</b></p> <ul style="list-style-type: none"> <li>▪ Hire project manager and sector coordinator and data analyst</li> <li>▪ Train new staff</li> <li>▪ Complete all partnership contracts</li> <li>▪ Develop TEC-P marketing and outreach</li> <li>▪ Develop project processes and procedures</li> <li>▪ Develop data reporting processes and database modification</li> </ul>	<p>OED interim project manager, OED fiscal manager, TEC-P project manager, TEC-P sector coordinator, TEC-P data analyst</p>	<p><b>Strategy Total: \$172,141</b>  <b>Equipment: n/a</b>  <b>Year 1: \$172,141</b>  <b>Year 2: \$0</b>  <b>Year 3: \$0</b>  <b>Year 4: \$0</b></p>	<p><b>Start Date:</b> 10-1-2014  <b>End Date:</b> 3-31-2015  <b>Milestones:</b> TEC-P staff start dates, TEC-P website launch, begin enrollment for first cohort of participants</p>
<p><b>Deliverable 1:</b> All staff hired and trained, contracts signed, project processes and procedures finalized, TEC-P website and outreach materials and strategy developed, and data reporting process and modified database established, TEC-P project operations manual developed</p>			
<p><b>Activity 2: Planning period sector development launch activities:</b></p> <ul style="list-style-type: none"> <li>▪ Industry, employer, educational institution convening meetings</li> <li>▪ Establish advisory council subcommittees</li> </ul>	<p>TEC-P sector coordinator, CUWA, and employer and industry</p>	<p><b>Strategy Total: \$33,764</b>  <b>Equipment: n/a</b>  <b>Year 1: \$33,764</b>  <b>Year 2: \$0</b></p>	<p><b>Start Date:</b> 10-1-2014  <b>End Date:</b> 3-31-2015  <b>Milestones:</b></p>

<b>Deliverable 2:</b> Advisory council meeting schedule determined, subcommittees established, career pathways work plan	association partners	<b>Year 3: \$0</b> <b>Year 4: \$0</b>	Career pathways work plan developed
<b>Activity 3: Provide TEC-P training, education and job placement for participants:</b> <ul style="list-style-type: none"> <li>▪ Assess program participants to determine training track</li> <li>▪ Participants enrolled in customized intervention track</li> <li>▪ Provide program participants with intensive coaching, classroom or certificate training and/or OJT, PWE or paid internships</li> </ul>	TEC-P project manager, WIBs, training and employer partners	<b>Strategy Total: \$4,487,753</b> <b>Equipment: n/a</b> <b>Year 1: \$719,989</b> <b>Year 2: \$1,302,419</b> <b>Year 3: \$1,320,546</b> <b>Year 4: \$1,144,799</b>	<b>Start Date:</b> 4-1-2015 <b>End Date:</b> 9-30-2018 <b>Milestones</b> # of participants completed: Year 1: 68 Year 2: 186 Year 3: 264 Year 4: 75
<b>Deliverable 3:</b> participants receive certifications and/or credentials, and/or training with an income component, participants are placed in middle to high-skilled jobs in IT and AM			
<b>Activity 4: Sector development:</b> <ul style="list-style-type: none"> <li>▪ Monthly sector development convening meetings</li> <li>▪ Report, track and facilitate monthly work plan action items for career pathway development</li> <li>▪ Ongoing employer engagement coordination</li> <li>▪ Ongoing industry engagement coordination</li> <li>▪ Identification and contract development with additional employer partnership for OJT, PWE and paid internships</li> <li>▪ Ongoing website and marketing outreach updates</li> </ul>	Sector coordinator, CUWA	<b>Strategy Total: \$242,774</b> <b>Equipment: n/a</b> <b>Year 1: \$33,764</b> <b>Year 2: \$68,578</b> <b>Year 3: \$69,659</b> <b>Year 4: \$70,773</b>	<b>Start Date:</b> 4-1-2015 <b>End Date:</b> 9-30-2018 <b>Milestones:</b> Implementation of sector development and career pathways partnership work plan
<b>Deliverable 4:</b> Industry and employer designed career pathway that places LTU in H-1B occupations, regional, self-sustaining sector partnership system, career pathway and sector development annual and final reports			
<b>Activity 5: Data monitoring, compliance and reporting:</b> <ul style="list-style-type: none"> <li>▪ Monthly compliance reports from WFRs</li> <li>▪ Quarterly performance measure reports</li> <li>▪ Ongoing assessment of performance shortfalls and mitigation of issues</li> <li>▪ Analysis of all data gathered across the project period and development of final report</li> <li>▪ Participate in all DOL evaluation activities</li> </ul>	TEC-P project manager, and data analyst, data compliance contractor	<b>Strategy Total: \$593,784</b> <b>Equipment: n/a</b> <b>Year 1: \$ 140,500</b> <b>Year 2: \$ 147,680</b> <b>Year 3: \$ 149,411</b> <b>Year 4: \$ 156,193</b>	<b>Start Date:</b> 4-1-2015 <b>End Date:</b> 9-30-2018 <b>Milestones:</b> implementation of strategic data-driven performance monitoring
<b>Deliverable 5:</b> Quarterly performance measure reports data reports, TEC-P final report			

### 3. Organizational Capacity and Project Management

As both the lead applicant and key partner in multiple regional and statewide economic development initiatives, including those with significant success in sector development, OED-Workforce Development has the financial and administrative capacity to effectively manage all aspects of the TEC-P project. The TEC-P **organizational chart** is included as Appendix C. **Project staffing plan**. The following TEC-P staffing plan includes the key staff that will administer the project. All staff will be hired within three months of receipt of funding, and they will be employed by and housed at OED unless otherwise specified.

**TEC-P project manager: 1 FTE, to be hired.** The project manager will provide administrative management and oversight of the grant funding and activities, including: providing leadership and technical expertise and developing long-range and short-term planning initiatives and overall goals, objectives and priorities, coordinating communications between the lead applicant and all partners in close collaboration with the sector coordinator, and identifying opportunities to increase efficiencies. **Required Qualifications:** Master's degree and four to six years of project management experience within multi-partner initiatives; exceptional communication, influencing and partnership skills; knowledge of sector initiatives and/or sector partnerships. OED currently has a manager on staff with significant experience in AM initiatives, and she will act as the interim project manager until the hiring process is completed.

**TEC-P sector coordinator: 1 FTE. To be hired.** The TEC-P sector coordinator will be supervised by the CUWA director and will facilitate all day-to-day activities associated with the sector development aspect of the project, including: facilitating the project advisory council meetings and the career pathway development convenings and subcommittee meetings; developing and managing project plans to achieve deliverables for sector development; identifying project barriers/constraints/risks and providing recommendations to mitigate; operating project communication plan; facilitating improvement efforts; and reporting on TEC-P advisory council and industry convening process and activities. **Required**

**Qualifications:** Master's degree preferred; three years of experience acting as an administrator or project

manager; exceptional communication, influencing and partnership skills at all organizational levels required; knowledge of sector initiatives and/or sector partnerships and experience managing DOL programs.

**TEC-P fiscal manager: .2 FTE, Barbara Callison, CPA.** Ms. Callison will ensure the timely and accurate fiscal reporting and procurement management of the TEC-P project. Ms. Callison is the fiscal manager for OED and has been in this role for over five years. In this role, she has provided fiscal oversight and reporting, including management of procurement processes in alignment with the city, state and federal required procurement procedures for multiple DOL-funded grants. All grants managed by Ms. Callison are in compliance. **Required Qualifications:** Five years of experience in fiscal management of DOL grants.

**TEC-P data analyst: .2 FTE, to be hired.** The TEC-P data analyst will work with the project manager and compliance monitoring contractor to ensure that all database and tracking systems are optimized to capture the TEC-P performance outcome measures and that all team members and partners are adequately trained on the data collection systems. This position will compile all data and will provide the data to the program manager for quarterly and annual reports. **Required qualifications:** Bachelor's degree in business or public administration, finance, management or a related field; two years' experience in tracking and maintaining data and performance measurements for federally funded programs.

**Similar Experience and Capacity.** OED has been leading sector partnerships since 2001, and in 2006, OED received funding from the U.S. Department of Labor to lead the regional WIRED program, which was a four-year sector development project aimed at increasing jobs and skilled workforce in aerospace, bioscience, energy and IT. OED successfully led this project, which required the partnerships of WIBs spanning nine counties and the collaboration of over 500 businesses. Through this process, OED and other regional WIBs became true partners with regional economic development to spur sector development. Through the WIRED program funding, OED led the development of CUWA. Unique nationally as one of the only regionally focused, third-party convening agencies in working on behalf of multiple WIBs, CUWA has gone on to play an instrumental role in sector development initiatives, including the aforementioned

GMDHP. Similar to the proposed TEC-P structure, OED was the lead WIB for the GMDHP, and CUWA was the convener. To date, the successes of the GMDHP include: 153 participants served with 89% having obtained unsubsidized employment. Lastly, OED was also a key partner for the **Advancing Colorado's Highly Skilled Workforce**—Colorado's H1B training grant from the U.S. Department of Labor for the H-1B Technical Skills Training Program, which has provided education, training and job placement assistance to highly skilled incumbent and long-term unemployed workers. The 2011 statewide initiative laid the groundwork for the proposed TEC-P project with 1,875 participants served, 1,418 participants having completed education/job training and 2,554 credentials received as of March 31, 2014.

OED has led these initiatives in compliance with grant funding regulations, including: timely and accurate financial and performance reporting, and utilizing expeditious procurement procedures that comply with relevant laws and requirements. The grants management systems and procedures used by OED, including procurement processes, have been developed by the City and County of Denver's Budget Management Office in alignment with state and federal procurement process requirements to ensure compliance and are monitored through a series of fiscal and programmatic checks and balances. The TEC-P fiscal manager is responsible for adhering to the city's systems and processes for fiscal management.

#### **4. Outcomes and Outputs**

***i. Projected Performance Outcomes.*** A detailed annual breakout of the TEC-P projected performance outcomes is included in Appendix D. Following is an overview of the projected total outcomes for the project: 1) total participants served through the program: 538 LTU, and 55 incumbent workers; 2) total participants enrolled in education/training activities: 538 LTU, and 55 incumbent workers; 3) total participants completing education/training activities: 457 LTU, 50 incumbent workers; 4) total participants who complete education/training activities who receive a degree, or other type of credential: 338; 5) total unemployed participants who obtain unsubsidized employment: 457; 6) total incumbent workers who advance into a new position: 50; 7) average wage that participants will earn at placement into unsubsidized

employment: \$50,000-\$85,000.

**Explanation of Outcome Projections.** The participant targets were derived based on each WIB partner's previous experience with serving the targeted populations, combined with data regarding the number of residents in each WIB region that could be eligible for TEC-P participation. These targets have been determined based on an understanding that within the overall timeline of grant implementation, there is a six-month planning period and a six-month wrap-up period.

**ii. Ability to Report Outcomes. Existing systems for tracking participant-level data.** The WIB partner case managers are responsible for collecting employment outcomes of participants, including outcomes after participants have completed the program, as necessary, and will input these outcomes into the Connecting Colorado system for tracking purposes. The WIB job developers will also gather post-placement participant data from employers and will input the data into Connecting Colorado. The TEC-P WIB partners and OED have been using utilizing the Connecting Colorado statewide database for over 10 years to collect and report participant data, including characteristics, activities and outcome data for USDOL Workforce Investment Act grants. This system has demonstrated reliability, accuracy and timeliness of reporting and is capable of supporting the tracking requirements for the proposed TEC-P project. **TEC-P plan for tracking and reporting all outcome measures for all program participants.** To track total project participant numbers across WIBs and ensure that the overall participant ratio is maintained throughout the life of the project, TEC-P will contract with an experienced external fiscal and program compliance firm and/or individuals with expertise in monitoring compliance of programs funded through the U.S. Department of Labor. Each WIB will be required to submit monthly tracking data to the contractor, who will compile and report participant data to the project manager on a monthly basis. OED has chosen to use an external compliance monitoring contractor in order to maintain its neutrality as a partner and ensure that all partners follow the same level of rigor for data reporting requirements of the project. The TEC-P project manager will develop monthly progress reports based on the aggregate and

WIB-specific measurements of performance outcomes that will be used to develop the required quarterly reports. The TEC-P project manager will use monthly and quarterly data to continuously assess the effectiveness of the program and will bring the data to the advisory council to determine if changes or refinements should be implemented to ensure that TEC-P is achieving the projected outcomes.

To ensure that the tracking for TEC-P meets the needs of tracking this customized approach, the TEC-P project manager will work with WFR case managers to run a pilot test of the current system during the planning period, to determine what modifications and or additional queries should be added to the system to support TEC-P. The TEC-P project budget includes funding for a Connecting Colorado database specialists to make these changes to the system. The TEC-P project manager will participate in the Connecting Colorado, Management Information System (MIS) work group, which meets monthly to work on data tracking and reporting issues in Connecting Colorado. This work group will provide the forum for TEC-P to initiate requests for modifications to the data Connecting Colorado data query interface so that it can be effectively used for TEC-P required data tracking. The interim TEC-P project manager attends these monthly meetings and will bring the TEC-P reporting and tracking needs to these groups directly at the outset of the project so that modifications to ensure effective TEC-P tracking and reporting will be determined during the planning period. In addition, the TEC-P project manager and sector developer will use a modified version of the Access database that was developed for use with GMDHP project to track the progress and deliverables of the sector development and career pathways development process.

**iii. Cost-Per-Participant.** The cost per participant for long-term unemployed participants for TEC-P will average \$10,409. These costs are in alignment with the H-1B training grant per participant costs that partners have participated in, however, these costs include more project management costs for the lead applicant, as the CDLE was able to absorb these costs for the statewide H-1B grant.

**Project Summary:** The Technology Employment in Colorado Partnership (TEC-P) project is a targeted industry sector initiative that will build the information technology (IT) and advanced manufacturing (AM) sectors through an industry and employer-driven approach that develops an education and training career pathway, leading to employment of LTUs and incumbent workers in middle- to high-skilled jobs in the IT and AM sectors.

1. **Lead applicant name.** Denver Office of Economic Development-Division of Workforce Development
2. **Lead applicant city/state.** Denver, Colorado
3. **Primary partnership entities.** The TEC-P partnership consists of: 1) the Denver Office of Economic Development (OED), as the lead applicant; 2) the Colorado Urban Workforce Alliance (CUWA)—as a third-party project convener; 3) six Workforce Investment Boards (WIBs), including the Denver WIB, the American Job Center (serving Jefferson, Gilpin and Clear Creek counties), Arapahoe Douglas Works! (serving Arapahoe and Douglas counties), Larimer County WIB, Boulder County WIB and Mesa County WIB; 4) Western Colorado Community College (WCCC) and the Colorado Community College System (CCCS), including the following schools: Community College of Aurora (CCA), Front Range Community College (FRCC), Red Rocks Community College (RRCC), the Community College of Denver (CCD) and; 5) three industry associations; 6) 11 employers in the IT and AM sectors; 7) five additional training partners; and 8) three optional partners.
4. **Areas served by the grant.** Colorado’s Front Range and Western Slope, including Adams, Arapahoe, Boulder, Broomfield, Denver, Douglas, Jefferson, Larimer, Mesa, and Weld counties.
5. **Total funding requested.** \$6,172,568
6. **Project name.** Technology Employment in Colorado Partnership (TEC-P)
7. **Summary of program activities and list of credentials to be awarded.** TEC-P is a three-track training and education intervention program that will provide: 1) intensive coaching through Platform to Employment, Workforce Empowerment Series and/or Power Prep sessions, 2) on the job training with an earning component, and 3) training leading to certificates and credentials needed for employment in the targeted occupations. The following table illustrates the certificates and/or credentials that TEC-P participants can earn through the TEC-P partner community colleges or private training partners. All certificates/credentials are aligned with skills needed for H-1B occupations.

<b>Credentials or certificates offered</b>		
<ul style="list-style-type: none"> <li>▪ Certified Supply Chain Professional (CSCP)</li> <li>▪ Cisco CCNA and CCNP certifications,</li> <li>▪ CBAP® and PMP®</li> <li>▪ Red Hat Development</li> <li>▪ SolidWorks Essentials</li> <li>▪ LEAN Six Sigma Black Belt</li> </ul>	<ul style="list-style-type: none"> <li>▪ APICS certifications</li> <li>▪ Microsoft MCSA and MCSE certifications</li> <li>▪ IBM Software and Systems certifications</li> <li>▪ Multimedia Technologies Certificate</li> <li>▪ Computer Programming or Information Systems Certificate</li> <li>▪ LEAN Agile Scrum Master</li> </ul>	<ul style="list-style-type: none"> <li>▪ Geographic Information Systems Certificate</li> <li>▪ CISCO Networking Certificate</li> <li>▪ Certified Network Technician</li> <li>▪ CNC Machining or Manufacturing Certificate</li> <li>▪ Networking Technology Certificate</li> <li>▪ Web Technologies Certificate</li> <li>▪ Database Technologies Certificate</li> </ul>

- 8. Populations to be served.** Of the 9,878<sup>1</sup> LTUs within the targeted WIBs, TEC-P will focus its services on the 45 percent who currently hold a bachelor's degree or higher, as they are best suited for rapid reemployment in H1B occupations and share the common thread of needing customized training in the IT and AM industries to be able to move into these middle- to high-skilled jobs. TEC-P will serve 538 LTU (91%) and 55 other unemployed or incumbent workers (9%) across the four-year project period.
- 9. Targeted H-1B Industry(s)/Occupation(s).** The targeted industries for TEC-P are information technology and advanced manufacturing, and the targeted occupations include those with high demand for H-1B visas. Following is an illustrative sample of targeted H-1B occupations:

IT	AM
Network and computer systems administrators	Architectural and engineering managers
Computer network architects	Business operations specialists, all other
Web developers	Engineering technicians, except drafters
Business operations specialists,	Environmental engineers

**10. Required employer or regional industry association partners.**

Employers:		
Iconergy	IBM	Lewis Engineering
Live Consulting	Networks Unlimited	Spirea
Lifeloc Technologies	CAPCO	Wolf Robotics
Lockheed Martin	Denver Energy Group	

**Industry Associations:**

- Western Colorado Manufacturing Alliance
- Colorado Technology Association
- Manufacturer's Edge

**11. Additional key partners.**

TEC-P will also benefit from the key partnerships with the following training partners and optional partners:

Training and Optional Partners		
Private training	Community Colleges	Optional
APICS Northern Colorado	Community College of Aurora	College in Colorado
Global Knowledge	Red Rocks Community College	Platform to Employment
Galvanize 1.0	Front Range Community College	Financial Empowerment Centers/empowered
MCAD Technologies, Inc.	Western CO Community College	
BMGI	Community College of Denver	

**12. Public contact information.** Liz Ojeda, Denver Office of Economic Development. 720.913.1650

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<sup>1</sup> Connecting Colorado data



June 6, 2014

Steven A. Rietzke, Grant Officer  
U.S. Department of Labor  
Employment and Training Administration  
200 Constitution Avenue, NW, Room N4716  
Washington, DC 20210

**Re: U.S. Department of Labor, Employment and Training Administration H-1B Ready to Work Partnership Grants. Opportunity Number: SGA/DFA PY-13-07**

Dear Mr. Rietzke,

Please accept this letter as documentation of the commitment of the employer and industry association partners for the Denver Office of Economic Development's proposed Technology Employment in Colorado Partnership (TEC-P), which will provide the state's Long-Term Unemployed (LTU) and incumbent workers with individualized counseling, training and supportive and specialized services leading to rapid employment in occupations and industries for which employers use H-1B visas to hire foreign workers. These employers and industry associations have long-standing collaborative partnerships with the local Workforce Investment Boards and are located throughout the TEC-P targeted geographic region. In addition, these employers and industry associations represent a variety of occupations within the TEC-P targeted Information Technology and Advanced Manufacturing industries.

Signature of this letter indicates the employer's and the industry associations' commitment to:

- List job openings with their local Workforce Centers as openings occur and are appropriate for TEC-P participants
- Provide input on program and curriculum design to meet their needs for trained employees
- Provide resources to support education and training (such as mentors, the donation of equipment or other contributions) on a voluntary basis
- Provide on-the-job training, paid work experience, and/or work-based training opportunities in partnership with their local Workforce Centers on a voluntary basis
- Work with the Workforce Centers on interviewing program participants for job openings
- Hire qualified participants who complete grant-funded education training program, depending on the employer's needs
- Participate in all evaluation activities as required by the U.S. Department of Labor as a condition of receipt of grant funding.

iconergy

*Douglas R Hargrave*

June 6, 2014

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Doug Hargrave  
President  
Iconergy Ltd.  
1905 Sherman Street, Suite 1040  
Denver, Colorado 80203



*Doug Rhoda*  
\_\_\_\_\_  
*Signature*

*6/10/14*  
\_\_\_\_\_  
*Date*

**Doug Rhoda**  
**President, C.E.O**



*Julie Zinn*  
\_\_\_\_\_  
*Signature*

*6/10/14*  
\_\_\_\_\_  
*Date*

**Ms. Julie Zinn**  
**Chief Operating Officer, Spirae**  
**243 North College Avenue**  
**Fort Collins, CO 80524**



**networks unlimited**  
IT's about action.

*Signature*

6/6/14

*Date*

**Preston Thornburg**  
VP – Service Manager  
2526 Patterson Road  
Suite 201  
Grand Junction, CO 81505



*Signature*

6/6/14

*Date*

Eric Goertz, VP Operations  
1328 Winters Ave  
Grand Junction, CO  
81501



*Signature*

**June 11, 2014**

*Date*

**Michelle Jansen**  
Sr. Manager, Workforce Strategy, Acquisition and Analytics  
12557 S. Wadsworth Blvd  
Littleton, CO 80125



*Patricia J. Joffers*  
\_\_\_\_\_  
*Signature*

6/11/14  
*Date*

**Office Administrator**  
2941 W 19<sup>th</sup> Ave  
Denver, CO 80204



*Kristie LaRose*  
\_\_\_\_\_  
*Signature*

6/9/14  
*Date*

**Kristie LaRose**  
Vice President of Finance and Administration  
Lifeloc Technologies Inc.

*le*   
Lewis Engineering, Inc.

*Victoria Crowley*  
\_\_\_\_\_  
*Signature*

6/9/2014  
*Date*

**Victoria Crowley, Executive Assistant**  
Lewis Engineering  
2790 H Road  
Grand Junction, CO 81506



  
\_\_\_\_\_  
*Signature*

6/6/14  
*Date*

Eric Goertz, Chairman  
Western Colorado Manufacturing Alliance



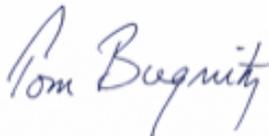


\_\_\_\_\_  
*Erik Mitisek*

6/10/14  
*Date*

Erik Mitisek, CEO  
Colorado Technology Association  
216 16<sup>th</sup> St, Ste 850  
Denver, CO 80202





\_\_\_\_\_  
*Signature*

6/6/2014  
*Date*

Tom Bugnitz  
CEO  
Manufacturer's Edge  
216 16<sup>th</sup> St. Suite 850  
Denver, Co 80202

**MEMORANDUM OF UNDERSTANDING (MOU)**  
**H1B Ready to Work Partnership Grants DOL/ETA SGA/DFA PY-13-07**

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THIS MEMORANDUM OF UNDERSTANDING is made this 17th day of June, by and between **Denver Office of Economic Development (OED)** and the identified undersigned employer, IBM Corporation.

Upon the award by the U.S. Department of Labor under Funding Announcement Number **SGA/DFA PY-13-07, Denver Office of Economic Development (OED)** commits to be the lead agency in the implementation and execution of the proposed scope of work. The undersigned employer is in full support of this project, has been involved in the formulation of the proposal and commits to fulfill its' respective role as outlined in the proposed scope of work. The terms and conditions of this commitment are non-binding and without recourse. Both parties are however equally committed to work in good faith to provide employment for a significant number of long term unemployed workers over the grant period.

Grantee, in collaboration with others agrees to create, administer, and implement a collaborative program across Colorado. This program is designed to develop, enhance, and/or implement individualized counseling, training, and supportive services which will result in rapid employment for long-term unemployed workers and others in occupations and industries for which employers use H-1B visas; and IBM, the identified employer, is committed to the collaborative. Recognizing that **Denver Office of Economic Development (OED)** is the lead organization, the Employer has been and is committed to continue being involved in the design, implementation, and operation of program areas with which they have experience and interest. All the partners of the consortium agree to implement the program cooperatively to fulfill the goals and objectives outlined in the guidance of the Department of Labor Employment and Training Administration competitive grant opportunity for under the Notice of Solicitation for Grant Applications **SGA/DFA PY-13-07 and OMB Circular: OMB Control Number 1205-0507, H-1B Technical Skills Training & Jobs and Innovation Accelerator Challenge Grants Program Reporting Handbook.**

In fulfillment of the roles and responsibilities described in the submitted application and that correspond to the following requirements of eligibility contained within the Solicitation for Grant Applications (SGA):

- a. **Denver Office of Economic Development (OED)** will assume the role of lead applicant, IBM Corporation will assume an integral partnership role in their eligible position as an Employer consortium member in the Information Technology (Healthcare, IT or Advanced Manufacturing) industry) who intends to employ participants within the grant's service area. In this role IBM Corporation commits to the following:
  - i. Advise on the development of curricula to provide short-term training to long-term unemployed workers who need to refresh or upgrade skills and competencies in order to obtain employment in an H-1B related occupation ;
  - ii. Providing demand driven employment direction/input to the grantee

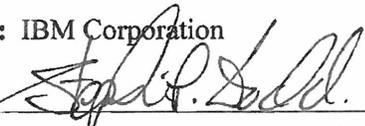
**MEMORANDUM OF UNDERSTANDING (MOU)**  
**H1B Ready to Work Partnership Grants DOL/ETA SGA/DFA PY-13-07**

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- iii. Consider to hiring qualified program participants who complete grant-funded activities;
- iv. Provide a paid work experience (OJT, Internship or Other as agreed), those who participants who qualify as long-term unemployed (LTU) workers who desire (and who demonstrate the capacity) to enter mid-level H1B related occupations or a pathway which leads to those same (mid-level) positions. For each LTU grant participant who completes a paid work experience (described above) of at least 180 days will receive wages compensation for paid worker experience.
- v. Incorporate best practices for recruiting and hiring the long-term unemployed into activities and processes to the greatest extent possible (as described at : [http://www.whitehouse.gov/sites/default/files/docs/best\\_practices\\_recruiting\\_long\\_term\\_unemployed.pdf](http://www.whitehouse.gov/sites/default/files/docs/best_practices_recruiting_long_term_unemployed.pdf))

This Memorandum of Understanding shall be implemented subject to availability of funding from the US Department of Labor. The undersigned acknowledges the provisions of this Memorandum of Understanding.

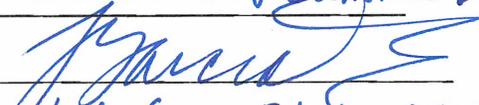
Employer: IBM Corporation

Signature: 

Name/Title: Stephen P. Dodd / Project Executive

Applicant

*Denver Office of Economic Development*

Signature: 

*6-17-2014*

Name/Title:

*Ledy Garcia-Eckstein / Acting Director  
Division of Workforce Development*



June 6, 2014

Steven A. Rietzke, Grant Officer  
U.S. Department of Labor  
Employment and Training Administration  
200 Constitution Avenue, NW, Room N4716  
Washington, DC 20210

**Re: U.S. Department of Labor, Employment and Training Administration H-1B Ready to Work Partnership Grants. Opportunity Number: SGA/DFA PY-13-07**

Dear Mr. Rietzke,

Please accept this letter as documentation of the commitment of the key partners for the Denver Office of Economic Development's proposed Technology Employment in Colorado Partnership (TEC-P), which will provide the state's Long-Term Unemployed (LTU) and incumbent workers with individualized counseling, training and supportive and specialized services leading to rapid employment in occupations in the following targeted industries: Information Technology and Advanced Manufacturing.

Signature of this letter indicates the partners' commitment to assume the roles and responsibilities detailed below. The duties listed are individualized to each type of partner below:

**Fiscal Agent and Lead Applicant:**

The Denver Office of Economic Development (OED) is the lead applicant and fiscal agent for the TEC-4-H1B project and will oversee the financial management of the grant. In addition, Denver OED will be responsible for:

- Programmatic oversight and administration of the project including: program design and execution, infrastructure development, coordination, communication and management of partner organizations, technical support to partners as well as program activity monitoring of all partners
- Collection and reporting of quarterly status based on performance outcomes measured against goals
- Development, production and distribution of outreach materials
- Management of an electronic meeting technology option that will provide partners with a shared communication platform for ongoing planning and communications
- Facilitation of partner participation in all evaluation activities as required by the U.S. Department of Labor as a condition of receipt of grant funding

**Workforce Investment Boards:**

Arapahoe/Douglas WORKS!  
Denver Division of Workforce Development  
Workforce Boulder County

American Job Center (Jefferson County Workforce Investment Board)  
Mesa Workforce Center  
Larimer County Workforce Center

All Workforce Investment Board partners will provide individualized coaching for participants including any combination of the following range of services depending on the unique needs of each participant and the options available through employer and training partners in their region:

- Working with employer partners to identify training needs for LTU and incumbent workers
- Working with training partners to match training options with employer needs
- Recruiting, screening and referring qualified candidates from their respective workforce regions
- Conducting educational and career assessments for every participant
- Providing supportive services or referrals for supportive services
- Connecting participants with on-the-job training, paid work experience, and/or work-based training opportunities through training and employer partners
- Connecting participants with job options through employer partners and supporting with the job applications and interview process
- Recording and maintaining all participant data for performance outcomes measurement
- Participating in all evaluation activities as required by the U.S. Department of Labor as a condition of receipt of grant funding

**Colorado Community College System:**

Participating education and training providers from the Colorado Community College System (Community College of Aurora, Front Range Community College, Red Rocks Community College and Western Colorado Community College) will be responsible for:

- Providing technical skills training to meet employers' needs
- Developing, updating or replicating industry-recognized curriculum for technical skills training
- Working with local Workforce centers and businesses to assist in identifying and awarding certificates and credentials
- Participating in all evaluation activities as required by the U.S. Department of Labor as a condition of receipt of grant funding

**Colorado Urban Workforce Alliance:**

CUWA will serve in a convening and advisory role to support the development of the program and serve as an industry liaison. This role will include the following:

- Convening a consortia of employers and industry associations to provide employer input on training needs
- Connecting employers and trainers to determine the most effective options for increasing participant competencies in the targeted H-1B industries and occupations
- Providing the lead applicant with program design and management expertise based on recent success with similar programs
- Participating in all evaluation activities as required by the U.S. Department of Labor as a condition of receipt of grant funding



A handwritten signature in blue ink, appearing to read "Ledy Garcia-Eckstein".

**June 6, 2014**

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***Signature***

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***Date***

Ledy Garcia-Eckstein, Acting Director  
Division of Workforce Development  
Denver Office of Economic Development  
201 West Colfax Avenue, Dept. 208  
Denver, Colorado 80202



A handwritten signature in blue ink, appearing to read "Joe M. Barela".

**06/11/2014**

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***Signature***

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***Date***

**Joe M. Barela**

Arapahoe/Douglas Regional Workforce Director  
Arapahoe/Douglas Works! Division Manager

**Email** [jbarela@arapahoe.gov](mailto:jbarela@arapahoe.gov)  
**Phone** 303.636.1225  
**Fax** 303.636.1559  
**Mail** 6964 S. Lima Street, Centennial, CO 80112  
**Web** [www.adworks.org](http://www.adworks.org)



*Andrew Dorsey*

6/9/14

*Signature*

*Date*

**Andrew R. Dorsey, President**  
3645 W. 112<sup>th</sup> Avenue  
Westminster, CO 80031



*Kat Douglas*

*6/11/14*

*Signature*

*Date*

**Kat Douglas**  
Division Director,  
Community and Workforce Development  
American Job Center  
3500 Illinois Street  
Golden, Colorado 80401



*Joni Friedman*

*6-12-2014*

*Joni Friedman*

*June 12, 2014*

**Joni Friedman, Director**  
Larimer County Workforce Center  
200 West Oak Street Suite 5000  
Fort Collins, CO 80521



*Sue Tuffin*  
\_\_\_\_\_  
Signature

*6/10/14*  
\_\_\_\_\_  
Date

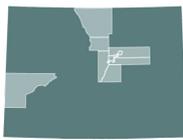
Sue Tuffin, Director  
Mesa County Workforce Center  
512 29 1/2 Road  
Grand Junction, Colorado 81501



*Nancy J. McCallin*  
\_\_\_\_\_  
Signature

*6-6-14*  
\_\_\_\_\_  
Date

Dr. Nancy J. McCallin, President  
Colorado Community College System  
9101 E. Lowry Blvd., Denver, CO 80230-6011



Colorado  
Urban Workforce  
Alliance

Adams, Arapahoe, Boulder, Denver, Douglas, Jefferson, Larimer & Mesa Counties

*Linda D. Murphy*  
\_\_\_\_\_  
Signature

*6-10-14*  
\_\_\_\_\_  
Date

Colorado Urban Workforce Alliance (CUWA)  
Linda Murphy, Director



Office of Economic Development  
Division of Workforce Development  
201 W. Colfax  
Denver, CO 80202  
p: 720.913.1999  
[www.denvergov.org/oed](http://www.denvergov.org/oed)

June 17, 2014

Steven A. Rietzke, Grant Officer  
U.S. Department of Labor  
Employment and Training Administration  
200 Constitution Avenue, NW, Room N4716  
Washington, DC 20210

**Re: U.S. Department of Labor, Employment and Training Administration H-1B Ready to Work Partnership Grants. Opportunity Number: SGA/DFA PY-13-07**

Dear Mr. Rietzke,

Please accept this letter as documentation of the commitment of the key partners for the Denver Office of Economic Development's proposed Technology Employment in Colorado Partnership (TEC-P), which will provide the state's Long-Term Unemployed (LTU) and incumbent workers with individualized counseling, training and supportive and specialized services leading to rapid employment in occupations in the following targeted industries: Information Technology and Advanced Manufacturing. Signature of this letter indicates the partners' commitment to assume the roles and responsibilities detailed below. The duties listed are individualized to each type of partner below:

**Private Training Partners:**

Participating private education and training partners will be responsible for:

- Providing technical skills training to meet employers' needs
- Developing, updating or replicating industry-recognized curriculum for technical skills training
- Working with local Workforce centers and businesses to assist in identifying and awarding certificates and credentials
- Participating in all evaluation activities as required by the U.S. Department of Labor as a condition of receipt of grant funding

**Optional Partners:**

Optional partners will be responsible for:

- Accepting referrals of TEC-P participants for partner services if space and funding is available
- Provide services based on contractual agreements outside of this letter of commitment, if applicable



*Mike Loughrin*

6/10/14

Mike Loughrin  
CFO  
APICS Northern Colorado  
PO Box 270715  
Fort Collins CO 80525-9998



*Randy S. Marcove*

June 10, 2014

*Signature*

*Date*

Randy S. Marcove, Client Partner  
BMGI  
1200 17<sup>th</sup> Street, Suite 180  
Denver, CO 80202



galvanize

*Christopher C. Onan*

6/11/14

*Signature*

*Date*

Christopher C. Onan, Co-Founder and Chief Operating Officer  
Galvanize, Inc.  
1062 Delaware Street  
Denver, Colorado 80204



*[Handwritten Signature]*  
\_\_\_\_\_  
*Signature*

6/10/2014  
*Date*

**Joel Quizon, Vice President**  
7450 West Alaska Drive  
Lakewood, CO 80226



*[Handwritten Signature]*  
\_\_\_\_\_  
*Signature*

6/17/14  
*Date*

**Thorkil Sonne**  
CEO  
Specialisterne USA  
100W 10<sup>th</sup> Street Suite 615  
19801 Wilmington  
DE



*[Handwritten Signature]*  
\_\_\_\_\_  
*Signature*

6/12/14  
*Date*

**Dawn Taylor Owens**  
Executive Director, College In Colorado

# Platform to Employment<sup>SM</sup>

»» A WorkPlace Opportunity.



*Signature*

Michael McCarthy  
National Director, Platform to Employment  
350 Fairfield Avenue  
Bridgeport, CT 06604

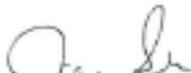
6-18-14

*Date*



**Financial  
Empowerment  
Center**

*Free One-on-One  
Financial Counseling*

*Signature*

6/8/14  
*Date*

Jay Salas, Denver Financial Empowerment Center Manager  
201 West Colfax Avenue  
Denver, CO 80202

**MEMORANDUM OF UNDERSTANDING (MOU) H1B Ready to Work  
Partnership Grants DOL/ETA SGA/DFA PY-13-07**

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THIS MEMORANDUM OF UNDERSTANDING is made this 17<sup>th</sup> day of June, by and between Denver and the identified undersigned employer, Global Knowledge Inc..

Upon the award by the U.S. Department of Labor under Funding Announcement Number **SGA/DFA PY-13-07**, Denver commits to be the lead agency in the implementation and execution of the proposed scope of work. The undersigned employer is in full support of this project, has been involved in the formulation of the proposal and commits to fulfill its' respective role as outlined in the proposed scope of work. The terms and conditions of this commitment are non-binding and without recourse. Both parties are however equally committed to work in good faith to provide education and employment for a significant number of long term unemployed workers over the grant period.

Grantee, in collaboration with others agrees to create, administer, and implement a collaborative program across the greater Denver region. This program is designed to develop, enhance, and/or implement individualized counseling, training, and supportive services which will result in rapid employment for long-term unemployed workers and others in occupations and industries for which employers use H-1B visas; and Global Knowledge, the identified employer, is committed to the collaborative. Recognizing that Denver is the lead organization, the Employer has been and is committed to continue being involved in the design, implementation, and operation of program areas with which they have experience and interest. All the partners of the consortium agree to implement the program cooperatively to fulfill the goals and objectives outlined in the guidance of the Department of Labor Employment and Training Administration competitive grant opportunity for under the Notice of Solicitation for Grant Applications **SGA/DFA PY-13-07 and OMB Circular: OMB Control Number 1205-0507, H-1B Technical Skills Training & Jobs and Innovation Accelerator Challenge Grants Program Reporting Handbook.**

In fulfillment of the roles and responsibilities described in the submitted application and that correspond to the following requirements of eligibility contained within the Solicitation for Grant Applications (SGA):

- a. Denver will assume the role of lead applicant; Global Knowledge will assume an integral partnership role in their eligible position as an Employer and Educator consortium member in the Information Technology (Healthcare, IT or Advanced Manufacturing) industries who intends to educate and employ participants within the grant's service area. In this role Global Knowledge commits to the following:
  - i. Advise on the development of curricula to provide short-term training to long-term unemployed workers who need to refresh or upgrade skills and competencies in order to obtain employment in an H-1B related occupation ;
  - ii. Providing demand driven employment direction/input to the grantee
  - iii. Consider to hiring qualified program participants who complete grant-funded activities;

**MEMORANDUM OF UNDERSTANDING (MOU) H1B Ready to  
Work Partnership Grants DOL/ETA SGA/DFA PY-13-07**

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- iv. Provide a paid work experience (OJT, Internship or Other as agreed), to those participants who qualify as long-term unemployed (LTU) workers, who desire (and who demonstrate the capacity) to enter mid-level H1B related occupations or a pathway which leads to those same (mid-level) positions. For each LTU grant participant who completes a paid work experience (described above) of at least 180 days Global Knowledge will receive reimbursement for paid worker experience.
- v. Incorporate best practices for recruiting and hiring the long-term unemployed into activities and processes to the greatest extent possible (as described at : [http://www.whitehouse.gov/sites/default/files/docs/best\\_practices\\_recruiting\\_long\\_term\\_unemployed.pdf](http://www.whitehouse.gov/sites/default/files/docs/best_practices_recruiting_long_term_unemployed.pdf))

This Memorandum of Understanding shall be implemented subject to availability of funding from the US Department of Labor. The undersigned acknowledges the provisions of this Memorandum of Understanding.

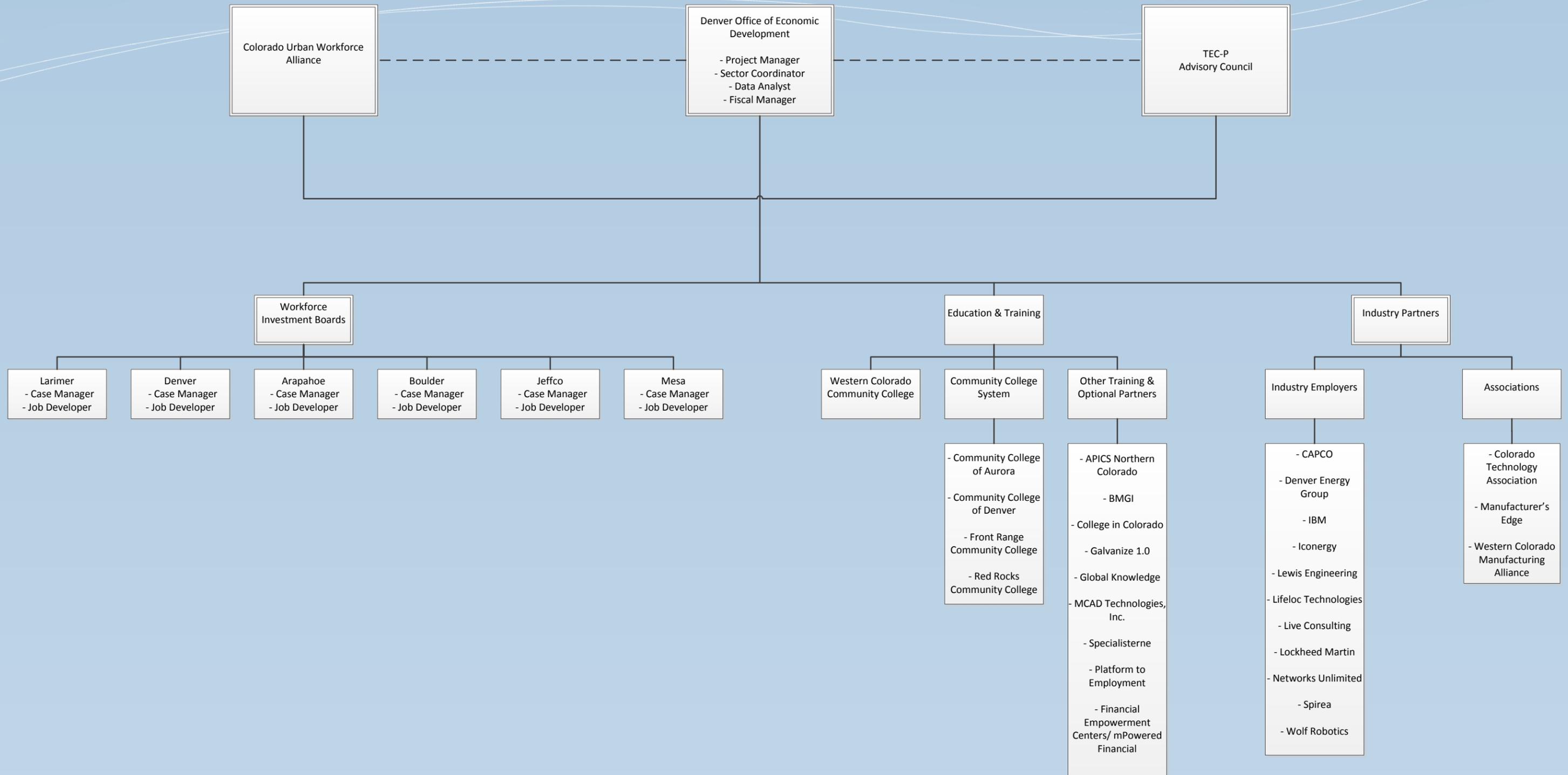
EMPLOYER: Global Knowledge

Signature   
Name/Title: Verne W. Avery, EdD

Applicant: **Denver**

Signature:  6-17-2014  
Name/Title: *Ledy Garcia-Eckstein, Acting Director*

# TEC-P Organizational Chart



Outcome Measure			
1	<b>Total Participants Served</b>	Year 1: 85 Year 2: 205 Year 3: 218 Year 4: 85	<b>Total: 593</b>
1a	<b>Long-term Unemployed</b>	<i>Sub-Total-LTU</i>	<b>538</b>
1b	<b>Incumbent Worker (IW)</b>	<i>Sub-Total IW</i>	<b>55</b>
2	<b>Total Participants enrolled in Education/Training Activities</b> (includes OJT, PWE, PI, and Certificate trainings) *this includes participants who receive education/training <b>and</b> intensive services (Platform to Employment). It is projected that 30% of participants will carry over from years 1 and 2, as they will not complete in alignment with the project year	Year 1: 78 Year 2: 180 Year 3: 183 Year 4: 67	<b>Total: 508</b>
3	<b>Total Participants Completing Education/Training Activities</b> *this includes participants who receive education/training <b>and</b> intensive services (Platform to Employment). It is projected that 30% of participants will carry over from years 1 and 2, as they will not complete in alignment with the project year	Year 1: 55 Year 2: 149 Year 3: 237 Year 4: 67	<b>Total: 508</b>
4	<b>Total Participants Who Complete Education/Training Activities AND Receive a Degree or Other Credential</b> These projections represent a 63% target rate of participants who will complete education/training and/or intensive services activities <b>and who will also</b> receive a certificate or credential	Year 1: 40 Year 2: 99 Year 3: 152 Year 4: 47	<b>Total: 338</b>
5	<b>Total Number of Unemployed participants who obtain employment.</b> These projections represent an 85% target rate for job placement during the grant period.	Year 1: 66 Year 2: 153 Year 3: 173 Year 4: 66	<b>Total: 458</b>
6	<b>Total Number of Incumbent Worker Participants who Advance into a New Position:</b> Incumbent workers that advance into a new position with their current employer or a new employer following training. These projections represent an 85% target rate for job advancement during the grant period.	Year 1: 6 Year 2: 21 Year 3: 13 Year 4: 7	<b>Total: 47</b>
7	<b>Average Wage that Participants will Earn at Placement</b> These estimates are derived from using the targeted income from the current CO state H-1B Training grant that includes average wage ranges for targeted H-1B occupations, and regional differentiation.	Year 1--4: \$63,280	
*	<b>Total Participants who enrolled in intensive services only (P2E)</b> *Year 3-4 participants who receive intensive service only will be referred to P2E and will be tracked through P2E	Year 1: 15 Year 2: 15 Year 3: n/a Year 4: n/a	<b>Total: 30</b>
*	<b>Total Participants who completed intensive services only (P2E) and obtained employment</b> *Year 3-4 participants who receive intensive service only will be referred to P2E and will be tracked through P2E The participant projections represent an 85% completion rate	Year 1: 13 Year 2: 13 Year 3: n/a Year 4: n/a	<b>Total: 26</b>

\* TEC-P additional outcome measures

**Attachment E: Negotiated Indirect Cost Rate Agreement (if applicable)**

# STATE OF COLORADO



**Colorado Department of Human Services**

*people who help people*

**OFFICE OF PERFORMANCE & STRATEGIC OUTCOMES**  
Jay Morein, Director

**AUDIT DIVISION**

Charissa M. Hammer, CPS, CFE, Director  
4126 South Knox Court  
Denver, Colorado 80236  
Phone 303-866-7333  
FAX 303-866-7332  
[www.cdhs.state.co.us](http://www.cdhs.state.co.us)



John W. Hickenlooper  
Governor

Reggie Bicha  
Executive Director

October 24, 2013

Tom Migaki  
Budget and Management Office  
City and County of Denver  
201 W. Colfax Ave Dept 1010  
Denver, CO 80202

RE: Indirect Cost Allocation Plan

Dear Mr. Migaki:

I have reviewed the indirect cost allocation plan and the indirect cost allocation rate for the City and County of Denver. You have requested that the Department of Human Services approve this rate in accordance with OMB guidance by virtue of the fact that the majority of federal funds come from Health and Human Services. The authority for approving the rate has been informally delegated to the Colorado Department of Human Services.

Additional information and schedules were obtained and reviewed including additional detail that ties the plan to your audited 2012 CAFR. The bases for various allocated costs were reviewed, and other auditing procedures were performed to gain a comfort level with the methodology and costs allocated, as well as the actual indirect cost rate.

Mr. Tom Migaki  
October 24, 2013  
Page 2

This letter will serve as approval for the indirect cost allocation plan and the indirect cost allocation rate of 17.62%. Should you need additional assistance or have questions, do not hesitate to contact me.  
Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charissa", followed by several horizontal strokes.

Charissa Hammer, CPA, CFE  
CDHS Audit Division Director

Cc: Clint Woodruff, CDHS Controller  
Valri Gimple, CDHS Deputy Controller  
Eric Parish, MGT of America, Inc.  
Michelle Garrett, MGT of America, Inc.

## EXHIBIT C

### FINANCIAL ADMINISTRATION:

**1.1 Compensation and Methods of Payment** Disbursements shall be processed through the Office of Economic Development (OED) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.

- 1.1.1 The method of payment to the Contractor by OED shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor must submit expenses and accruals to OED on or before the last day of each month for the previous month's activity. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with OED policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense. The Contractor shall submit the final voucher for reimbursement no later than **thirty (30) days after the end of the contract period**.
- 1.1.2 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget within the scope of work.

### **1.2 Vouchering Requirements**

- 1.2.1 In order to meet Federal Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to OED in order to be paid.
  - a. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.
  - b. The second exception will be that costs cannot be reimbursed until they total a minimum of \$35 unless it is a final payment voucher, or the final voucher for the fiscal year (ending December 31).
- 1.2.2 No more than two (2) vouchers may be submitted per contract per month, without prior approval from OED.
- 1.2.3 All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
- 1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
- 1.2.5 Only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.

- 1.2.6 The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the last day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
- a. Amount of the request in total and by line item;
  - b. Period of services for current reimbursement;
  - c. Budget balance in total and by line item;
  - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
- 1.2.7 If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to OED prior to the draw request.
- 1.2.8 The standardized OED “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

### **1.3 Payroll**

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

## **1.4 Fringe Benefits**

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

## **1.5 Participant expenses**

- 1.5.1 On-the-Job Training :Reimbursement requests for On-the-Job Training (OJT) for eligible program participants must include 1) timesheets or time clock records for each participant, showing the signatures of the participant and the participant's supervisor; 2) payroll records or paystubs for each participant showing gross pay and payroll deductions by pay period; and 3) documentation of corresponding Contractor payments made to participant's employer under terms of the Contractor's OJT agreement. Timesheets must show a daily record of hours worked, with holidays, vacation, sick time, or other paid time off clearly indicated. Reimbursement will be made only for participant hours worked and paid under Contractor's OJT agreement, not including overtime or paid time off.
- 1.5.2 Individual Training Awards: Reimbursement requests for Individual Training Awards (ITA's) for eligible participants must include 1) an invoice from an Eligible Training Provider for participant tuition or training costs, including required books, fees, and specialized, course-specific supplies; and 2) documentation of Contractor payments made to the training provider under terms of the Contractor's ITA agreement.
- 1.5.3 Supportive Services: Reimbursement requests for goods or services necessary for an eligible participant to participate in the program, such as transportation, interview clothing, work tools, and professional license and exam fees, must include 1) written justification of the participant need addressed by the good or service; 2) a vendor invoice for the good or service; 3) documentation of Contractor's payment of the vendor invoice; and 3) participant's printed name and signature acknowledging receipt of the good or service.

## **1.6 General Reimbursement Requirements**

- 1.6.1 Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the

form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

- 1.6.2** Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
- 1.6.3** Pager/Cell Phone: Written statement from executive director will be required certifying that cell phone is necessary and reasonable to run the program. And, if the monthly usage charge is exceeded in any month, a detailed phone log will be required for the amount of the overage.
- 1.6.4** Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by OED.
- 1.6.5** Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by OED within thirty (30) days after the end of the service period stated in the contract.

## **2.1 Program Income**

- 2.1.1** Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 2.1.2** Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 2.1.3** The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY OED,

INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by OED.

### **3.1 Financial Management Systems**

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

- 3.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 3.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
- 3.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 3.1.5 Applicable OMB Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- 3.1.6 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 3.1.7 The Contractor shall maintain separate accountability for OED funds as referenced in 24 C.F.R. 85.20 and any applicable OMB Circular.
- 3.1.8 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.

- 3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 3.1.10 The Contractor shall participate, when applicable, in OED provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

#### **4.1 Audit Requirements**

- 4.1.1 If the Contractor expends five hundred thousand dollars (\$500,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of applicable OMB Circulars.
- 4.1.2 A copy of the final audit report must be submitted to the OED Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
- 4.1.3 A management letter, if issued, shall be submitted to OED along with the reporting package prepared in accordance with the Single Audit Act Amendments and applicable OMB Circulars. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to OED within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to OED funding, the Contractor shall prepare and submit a Corrective Action Plan to OED in accordance with the Single Audit Act Amendments and applicable OMB Circulars, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.
- 4.1.4 All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **OED Financial Management Unit**.
- 4.1.5 The Contractor will be responsible for all Questioned and Disallowed Costs.
- 4.1.6 The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

#### **5.1 Budget Modification Requests**

- 5.1.1 Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require only notification to OED with the next monthly draw. Minor modifications to the services

provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by OED. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.

- 5.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to OED prior to the last Quarter of the Contract Period, unless waived in writing by the OED Director.

## **6.1 Procurement**

- 6.1.1 The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than five thousand dollars (\$5,000) in the aggregate.
- 6.1.2 The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- 6.1.3 If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

## **7.1 Bonding**

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

## **8.1 Records Retention**

- 8.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 8.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

## **9.1 Contract Close-Out**

- 9.1.1 All Contractors are responsible for completing required OED contract close-out forms and submitting these forms to their appropriate OED Contract Specialist within thirty (30) days after the Agreement end date, or sooner if required by OED in writing.
- 9.1.2 Contract close out forms will be provided to the Contractor by OED within thirty (30) days prior to end of contract.
- 9.1.3 OED will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, OED reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

## **10.1 Collection of amounts due**

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

**EXHIBIT D**  
**COMBINED CERTIFICATION AND VERIFICATION AFFIDAVIT**

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

1. I am over eighteen years of age and am competent to make this Combined Certification and Verification Affidavit (the "Affidavit").
2. At the time of the execution of this Affidavit:
  - a. I, as Contractor, do not knowingly employ or contract with an illegal alien.
  - b. I, as Contractor, have participated or attempted to participate in the Basic Pilot Employment Verification Program in order to verify that I do not employ any illegal aliens.
3. In addition, I further swear or affirm that (check one):  
  
\_\_\_\_\_ I am a United States citizen, or  
  
\_\_\_\_\_ I am a legal permanent resident of the United States, or  
  
\_\_\_\_\_ I am an alien lawfully present in the United States pursuant to Federal law.
4. I understand that the sworn statement set out in Section 3 of this Affidavit is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statutes §18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

\_\_\_\_\_  
Signature of Contractor

DATE: \_\_\_\_\_, 20\_\_.