

## **A G R E E M E N T**

**THIS AGREEMENT** is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, an office of the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, authorized to do business in the State of Colorado, with a mailing address of P.O. Box 17903, Denver, Colorado 80217 (the "Contractor"), jointly (“the Parties”).

**1. DEFINITIONS:** In addition to other terms which may be defined elsewhere in this Agreement, the following terms will have the meanings set forth in such subparagraph wherever used in this Agreement with the first letter of each capitalized.

**A.** “ACF” means the Administration for Children, and Families in the U.S. Department of Health and Human Services.

**B.** “CFR” means the Code of Federal Regulations.

**C.** “Delegate Agency” means a private or not-for-profit organization retained by the City to operate a portion of Denver’s Head Start Program.

**D.** “Denver’s Head Start Program” means a program or programs of the City and County of Denver that deliver Head Start services to certain children and their families living in the City and County of Denver (Head Start CFDA #93.600).

**E.** “Grant” means an award of financial assistance in the form of money, or property in lieu of money, by the federal government through the ACF to the City to operate Head Start Programs.

**F.** “Head Start” means a program of educational, social, psychological, health, nutritional, and parent education services to children and their families eligible to participate in Head Start programs under applicable guidelines of HHS.

**G.** “HHS” means the United States Department of Health and Human Services.

**H.** “Program Year” means the period of time designated by the ACF to the City to provide Head Start programs under the Grant (and is currently set as the calendar year beginning on July 1 and ending on June 30).

**I.** “Services” means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits. For purposes of providing the Services, the Contractor is

a not a subrecipient of federal Head Start funds.

**J.** “Subcontractor” means any entity who is not a Subdelegate that furnishes, to the Contractor or its Subdelegates or Vendors, services (other than Head Start professional services), goods or supplies under this Agreement.

**K.** “Subdelegate” means any entity retained by Delegate Agency but does not include Vendors, Subvendors, or entities retained to provide goods, services or supplies under this Agreement.

**L.** “Subvendor” means an entity retained by the Contractor, by written agreement, to provide a portion of Contractor’s Services under this Agreement and does not include Subdelegates or Subcontractors.

**M.** “Vendor” means the Contractor or Contractor’s successor in interest with whom the City is contracting to provide a specific Head Start service on a professional basis for Denver’s Head Start Program and does not include entities retained to provide goods, services or supplies.

**2. COORDINATION AND LIAISON:** The Contractor shall fully coordinate the Services under the Agreement with the Director of the Denver Head Start Office (the “Director” and the “Head Start Office” respectively) or the Director’s Designee.

**3. CONTRACT DOCUMENTS:** This Agreement consists of Sections 1 through 39, which precede the signature pages, and the following attachments which are incorporated herein and made a part hereof by reference:

**A. Exhibit A,** Scope of Services; Budget and Narrative.

The terms and conditions of Sections 1 through 39 hereof will control over any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated Exhibits.

**4. TERM:** The Agreement will commence on July 1, 2021, and will expire on June 30, 2022 (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 will extend until the work is completed or earlier terminated by the Director.

**5. SERVICES TO BE PERFORMED:**

**A.** At the direction of the Director, or the Director’s Designee, the Contractor shall undertake, perform, and complete all of the Services and produce all the deliverables set forth

in this Agreement and the Exhibits attached hereto 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 entities or highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**6. CONTRACTOR'S RESPONSIBILITIES:** In addition to any and all obligations required by law or stated elsewhere in this Agreement or in any attachments hereto, the Contractor will:

**A.** Assist the City, as requested, in reviewing currently designated Head Start facilities and provide advice and input concerning any and all decisions about such facilities;

**B.** Communicate timely with the Director concerning the provision of the Services and attend and participate in meetings as requested reasonably by the Director or the Director's Designee;

**C.** Ensure that all of Contractor's staff have adequate skills, training, and experience for their respective functions and comply with the reasonable directions and requests of the City in implementing Head Start Services;

**D.** Permit the City or the ACF to carry out reasonable monitoring and evaluation activities and ensure the cooperation of the Contractor, its employees, agents, board members, and subcontractors in such efforts;

**E.** Obtain and maintain all applicable licenses, permits and authority necessary to provide the Services under this Agreement;

**F.** Establish and maintain efficient and effective records and record keeping policies in accordance with the requirements prescribed by the federal government or reasonably required by the City for all matters covered by this Agreement to provide accurate and timely information regarding children, families, and staff, and that will ensure appropriate confidentiality of this information;

**G.** Provide proper supervision of all children referred to the Contractor to receive Head Start Services at all times and develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies and Delegate Agency or

Subdelegate Agency policies concerning developmentally appropriate practice(s). In addition to all requirements established by law, the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect and any incidents involving serious injury or death regardless of cause of a child enrolled in Head Start or otherwise receiving Head Start Services.

**H.** Maintain Services for the length of the Program Year as set forth in any exhibit attached hereto or as otherwise established by the Director and agreed upon in an executed amendment to this Agreement.

**I.** Comply with all directives of the City issued in the form of a City issued monitoring report within all timeframes designated in said City monitoring report. The Contractor will deliver to the City written confirmation of compliance with said directives on or before a date reasonably designated by the Director. If the Contractor cannot in good faith comply with any directive contained in a City monitoring report by the deadline established by the Director, the Contractor will notify the Director, on or before the deadline for written confirmation of compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing. Such approval will not be unreasonably withheld.

**J.** Comply with the City's policy directives and required procedures for branding and marking of the Services and other activities concerning Denver's Head Start Program. Branding includes, without limitation, how the Services and other activities concerning Denver's Head Start Program will be named and presented to the public and the roles of the City, ACF or HHS, and the Contractor in connection with the Services. Marking includes, without limitation, the development and use of graphic identities, trademarks, service marks, tradenames, logos, and signage to provide the Services to visibly acknowledge and identify the roles of the City, the ACF or HHS, and the Contractor in connection with the Services and other activities concerning Denver's Head Start Program

**7. COMPENSATION:**

**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:**

(1) The Contractor will prepare and submit to the City, according to the schedule in **Exhibit A** or a date agreed upon in writing by the Parties, a detailed Invoice setting out in detail the following information: (a) a description by category of the amount and nature of all monies expended by Contractor during the budget period designated in the Contractor's Monthly Expense Report; (b) all non-federal share contributions made by Contractor during the budget period designated in Contractor's Monthly Expense Report; and (c) monthly and year to date expenditure variances.

(2) Every one of Contractor's Invoices will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control number of this Agreement as designated below on the City's signature page. Each Invoice will be submitted with official documentation evidencing, in detail, the nature and propriety of the charges including copies of any invoice paid by the Contractor that equals or exceeds \$1,000 for any transaction and any receipts for such payments, payroll journals, and any other document which may be pertinent in light of the nature of Services to be performed under this Agreement and showing that Services were performed within the period for which the payment is requested. Contractor will upon request make available to the City and provide the City with a copy of any other supporting documentation pertaining to the Services performed or expenses incurred as set forth in Contractor's invoice(s).

(3) The Contractor's invoices will be consistent with the Services described in **Exhibit A** and the Budget contained in **Exhibit A**. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. 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, excepting the final invoice, which shall be submitted within forty-five (45) days after the end date. 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. Payments to the Contractor

are subject to the submission of approved Contractor invoices to the City.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED FOUR THOUSAND ONE HUNDRED SIXTY-FOUR DOLLARS AND ZERO CENTS (\$604,164.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those 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 for the Head Start 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 this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**E. 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.

**F. Non-Federal Share Match:** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services and property. Values for non-federal in-kind contributions of services and property will established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **ONE HUNDRED FIFTY-ONE THOUSAND FORTY-ONE DOLLARS AND ZERO CENTS (\$151,041.00)** as set forth in more detail in **Exhibit A**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt, any cash or other funds to be applied toward the nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both

Contractors' non-federal share contributions and the contributions of Subvendors. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and Subvendors for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

**G. Federal Funds Contingency/Appropriations:** The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit A** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2021-2022, HHS may issue only a partial financial award for program costs for Program Year 2021-2022. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the Parties in the same manner as this Agreement.

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 Head Start. 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, the City may reduce the total amount of compensation to be paid to the Contractor by revising **Exhibit A** or it may terminate this Agreement. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on **Exhibit A**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

**H. Updated Program Conditions:** If additional conditions are lawfully imposed on the Head Start Program and the City by 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 Head Start Program, the City may withhold payment to the

Contractor of any unearned funds or terminate this Agreement in accordance with Section 18.A.2, below. 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.

**I. Modifications to Exhibits:** The Parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and uploaded into the City's automated contract system (Alfresco or Jaggaer) by an employee of the Head Start Office or another City office designated by the Director. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit 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.

**8. REPORTS:** The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning reporting requirements of delegate agencies and will require any and all Subvendors to establish and maintain to the same. In addition to any other reports required or requested under this Agreement, the Contractor will prepare and submit the following reports and will require any and all Subvendors to prepare and submit the following reports:

**A. Medical/Dental Service Report:** The Medical/Dental Service Report shall, to the extent confidentiality permits, include detailed description of Services actually provided, the names of children receiving such Services and the date on which a service was provided in conformity with description of reports and Service schedules and incorporated herein by reference and said Report shall additionally be consistent with any format designated by the City;

**B. Mental Health Clinician Caseload Report:** The Mental Health Clinician Caseload Report will identify the number of child contacts made by each clinician and the number of enrolled children assigned to each clinician. The Clinician Caseload Report shall be consistent with any format designated by the City;



C. **Mental Health Contact Hours Report**: The Mental Health Contact Hours Report will identify all contact hours with each of the City's Head Start delegate agencies and will be categorized by prevention hours, intervention hours and types of Service. The Contact Hours Report shall be consistent with any format designated by the City;

D. **Mental Health Delegate Report**: The Mental Health Delegate Report will be categorized by each of the City's Head Start delegate agencies and will include a year to date enrollment numbers, current open cases, and current closed cases. This report will also identify children who are receiving only classroom Services and those receiving classroom and other individual Services. The Mental Health Delegate Report shall be consistent with any format designated by the City;

E. **Summary Report**: A Summary Report of all work performed by category of Medical, Health and Dental, and Mental Health Services will be submitted to the Director of the Head Start Office that indicates information regarding the number of children and families served and the types of Services received during the entire Program Year. The Summary Report shall be consistent with any format designated by the City;

F. **Training Report**: The Training Report will identify all training programs provided by the Contractor or its Subvendors and will include the topic presented, the number of providers and parents in attendance, the number of children benefited by the training, the nature of the benefits provided by the training to providers, parents and children, and the duration of training. The Training Report shall be consistent with any format designated by the City;

G. **Inventory Report**: In accordance with Paragraph 19 below, the Contractor shall establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit A** or, if not contained therein, shall be separately designated by the Director or the Director's Designee;

H. **Other Reports**: The contractor shall prepare and submit any other report or information pertaining the administration of Denver's Head Start programs and expenditure of Head Start funds as requested by the City; any and all official reports for federal, state and local governmental entities, as required by applicable law; and shall prepare and maintain all records, statements and information as required by applicable federal, star and local laws for the purpose of

carrying out the provisions of this Agreement of the Grant.

**I. Reporting Deadlines:** The reports required herein shall be submitted in accordance with the schedule set forth in **Exhibit A**. If Contractor does not submit such reports in accordance with **Exhibit A**, the City may declare that such failure constitutes an event of default and the City may invoke any remedy provided in this Agreement or otherwise available to the City by law.

**9. PERFORMANCE MONITORING/INSPECTION:** The Contractor will permit the Director or any other governmental agency authorized by law, or their respective authorized designees, to monitor all activities conducted by the Contractor pursuant to the terms of this Agreement and inspect any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement.

Any inspection pursuant to the preceding sentence of medical, dental, or mental health records of children receiving Services hereunder shall remain confidential and shall only be made available for inspection with appropriate parental consent.

As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of reviewing methods, procedures and practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, formal and informal audit examinations, attending all meetings, hearings, or proceedings held by the Contractor, its Board of Directors, or its employees or any other reasonable procedures relating to the performance of Services under this Agreement. All such monitoring and inspection will be performed in a manner that will not unduly interfere with the Services to be provided under this Agreement. The Contractor will make available for inspection by the Director or the Director's designated representative any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, relating to any matter covered by this Agreement.

**10. 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.

**11. EXAMINATION OF CONTRACTOR RECORDS:**

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

B. The Contractor will keep true and complete records of all business transactions under this Agreement, will establish and maintain a system of bookkeeping satisfactory to the City's Auditor and give the City's authorized representatives access during reasonable hours to such books and records, except those matters required to be kept confidential by law. The Contractor agrees that it will keep and preserve for at least three (3) years all evidence of business transacted under this Agreement for such period.

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

## **12. AUDIT REQUIREMENTS:**

A. Upon request of the Director, the Contractor will cause an annual "Single Audit" of Head Start Services provided under this Agreement to be prepared by an independent auditor in accordance with applicable federal, state and City laws. Where required by applicable federal, state or city law, Contractor's auditor will provide an accounting certification that the audit was conducted in accordance with applicable standards set forth in the U.S. Office of Management and Budget ("OMB") circulars. All accounting practices will be in conformance with generally

accepted principles. Contractor may assess and the City will pay reasonable costs allocable for conducting and completing said annual audit to the extent funds are available under this Agreement and within the Maximum Contract Amount and are allowable costs under applicable federal laws.

**B.** Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with Subvendors, if any, will contain a clause stating that Subvendors are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's audit will either include an audit of Subvendors or Contractor will cause Subvendors to provide separately their own independent audits. If a Subvendor conducts its own audit for Head Start Services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start Services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subvendors.

**C.** If, as a result of any audit relating to the fiscal performance of Contractor or its Subvendors concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City in writing and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty (30) calendar days prior to the deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

**D.** The Contractor will satisfy the requirements of the Single Audit Act of 1984, as amended, codified at 31 U.S.C. §7501, et seq., and as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to 2 CFR

Chapter I, and Chapter II, Parts 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit Act.

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

**14. INSURANCE/BOND:** Contractor warrants and represents that 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. If required by applicable federal law, as currently presented in 45 CFR Part 75.304, the Contractor will obtain and keep in force during the term of this Agreement a fidelity bond, in form and surety acceptable to the City, conditioned upon the faithful and honest utilization and handling by the Contractor’s employees and officers of all monies paid to the Contractor by the City pursuant to this Agreement, said bond to protect the City against any malfeasance or misfeasance with respect to such funds on the part of such persons.

**15. LIABILITY:** The Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain insurance as permitted by the Act during the term of this Agreement. Contractor will be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. Neither Party will have any liability or responsibility to anyone for any act or omission of the other. This obligation shall survive termination of this Agreement.

**16. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the Parties are relying upon and have not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-

101, *et seq.*

**17. ASSIGNMENT AND SUBCONTRACTING:**

**A. By the City:** The City may assign or transfer this Agreement at its discretion or when required by the ACF.

**B. By the Contractor:** The Contractor will not assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director's prior written consent. Any attempt by the Contractor to assign its rights or obligations or subcontract performance obligations without the Director's prior written consent will be void and, at the Director's option, automatically terminates the Agreement. The Director has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and the Subvendor, sub-consultant or subcontractor or assignee. Any approved use of any Subvendor will be on a reimbursement basis only.

Services subcontracted to Subvendors under this Agreement will be memorialized by written agreement and will 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 will submit proposed subcontract agreements with Subvendors to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract, whichever is sooner. Any approval provided by the City for a proposed subcontract to a Subvendor will 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.

**18. TERMINATION:**

**A. By the City:**

**(1) For Cause:** The City has the right to terminate the Agreement with cause upon thirty (30) days written notice to the Contractor for any default by the Contractor under this Agreement that has not been cured within the thirty days. Upon the effective date of such termination, the City may impose any or all of the following:

**(a)** Withhold any or all payments to the Contractor, in whole or in part, until the specified Services or corrections in performance are satisfactorily completed;

**(b)** Deny any and all requests for payment for those Services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be cured or if cured would be of no value to the City's Head Start program. Denial of requests for payment will be reasonably related to the amount of work or deliverables lost to the City;

**(c)** Disallow or deny all or part of the cost of the activity or action that has not been satisfactorily corrected or completed;

**(d)** Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately (or such longer period as the City may allow) upon written notice to Contractor;

**(e)** Deny in whole or in part any application or proposal from Contractor for re-funding of a Head Start program for a subsequent program year regardless of source of funds;

**(f)** Reduce any application or proposal from Contractor for re-funding of a Head Start program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

**(g)** Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the City's Head Start Grant;

**(h)** Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor;

**(i)** Modify, reduce, replace, or remove the Services, in whole or in part. If the Services, or any portion thereof, are modified, reduced, replaced, or removed, the Contractor will cooperate with the City in the transfer of the Services as reasonably designated by the City; or

**(j)** Take other remedies that may be legally available.

If the Contractor has made reasonable efforts to cure the specified default but cannot reasonably complete its efforts to cure within thirty (30) days from the date of the City's notice, the Contractor shall notify the Director in writing and provide an estimated date of completion. The Director may then further extend the deadline to cure the specified default upon written notice to the Contractor. If notice is so given, the Parties shall not be relieved of their duties to perform their obligations up

to the date of termination.

(2) **For Convenience of the City:** The City may further terminate this agreement upon thirty (30) days' written notice for the convenience of the City or if the Grant is suspended or terminated, in whole in part, by HHS, or if the Contractor demonstrates to the Director that it is unable or unwilling to comply with any updated or additional program requirements lawfully imposed on the Head Start Program and the Services.

(3) **For Criminal or Wrongful Acts by Contractor:** Notwithstanding the preceding subparagraphs (1) and (2), the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children 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 violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this subparagraph (3) is effective upon receipt of notice.

Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

(4) **By the Contractor:** The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for Services performed under this Agreement, that has not been corrected within thirty (30) days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein. If additional conditions are lawfully applied by HHS to the Grant and imposed upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor further may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations,



and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

**B.** Nothing in this Agreement gives the Contractor the right to perform Services under this Agreement beyond the time when such Services become unsatisfactory to the Director. If the Contractor's Services are terminated with or without cause, the Contractor will have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work duly requested and satisfactorily performed as described herein. In the event that this Agreement is terminated prior to the expiration date specified in Section 4 above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) days of the date of early termination. In addition, if this 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.

**19. COMPLIANCE WITH APPLICABLE LAWS:** 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, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver whether or not specifically referenced herein. In particular, the Contractor will perform the duties and satisfy the requirements of the following laws, regulations, and policies as may be amended from time to time:

- A.** The Head Start Act as codified at 42 U.S.C. 9801, *et seq.*;
- B.** Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C.** 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, 92 and 107;
- D.** All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 C.F.R. Part 200, *et seq.* and 2 CFR Part 25.110;

E. Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;

F. The terms and conditions contained in all Exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;

G. The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;

H. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations;

I. **Byrd Anti-Lobbying**: If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person

or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

**J. “New Restrictions on Lobbying.”** As set forth in implementing regulations 45 C.F.R. Part 93, Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

**K. Non-Discrimination and Equal Employment Opportunity (Federal requirements).**

(1) In carrying out its obligations under the Agreement, Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including

apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

(2) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

(3) Contractor will incorporate the foregoing requirements of this section in all of its subcontracts.

(4) Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section;

L. **No Discrimination in Program Participation (Federal)**: The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), or other Federal, State or local laws that provide additional protections against discrimination. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to be solely responsible for the acts and omissions of its employees and agents in regard to this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all Services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor

acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all Services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and Services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 C.F.R. Part 75.300(c);

**M. Davis-Bacon Act:** 40 U.S.C. Section 276a-a(7) (2000) or to the extent that the Davis-Bacon Act is deemed not to apply to this Agreement, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

**N. Mandatory Disclosures:** Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 C.F.R. §200.338;

**O. FFATA:** The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations;

**P.** The Deficit Reduction Act of 2005, 109 P.L. 171;

**Q.** Federal Privacy Requirements, as applicable, including without limitation, 45 CFR Parts 160, 164, and 1303 Subpart C and HHS's Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320d et seq. Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which Contractor has access.

**R. No Discrimination in Employment (City Executive Order No. 8):** In connection with the performance of work under this contract, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts;

**S.** City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Contractor, its officers, agents and employees will 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's personnel from City facilities or participating in City operations.

**T. No Employment of Illegal Aliens to Perform Work Under the Agreement (City Ordinance):**

**(1)** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

**(2)** The Contractor certifies that:

**(a)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

**(b)** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**(3)** The Contractor also agrees and represents that:

**(a)** It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(b)** It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

**(c)** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(d) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(e) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

(4) The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**20. PROCUREMENT:**

**A. Tangible Property:** The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75-327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The

Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the "Procurement Standards" contained in 45 C.F.R. Part 75 and consistent with the requirements contained in this Section 20.

**B. Inventory:** The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City's Head Start Director, of all unused supplies exceeding Five Thousand Dollars (\$5,000.00) in total aggregate value and all equipment purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all supplies and equipment so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar inventory list for all supplies and equipment purchased with funds provided under this Agreement.

**C. Real Property; Intangible Property:** Contractor will not use Head Start funds to purchase or otherwise acquire title to real or intangible property without the prior written consent of the City. Any proposed transaction to acquire title to real or intangible property will be made in conformance with applicable federal laws and any and all requirements as may be designated by the City.

**21. DISPUTE RESOLUTION:** All disputes between the City and the Contractor arising out of or regarding this Agreement will first attempt to be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children. The use of this dispute resolution process is without prejudice to the rights of either Party under the terms of the Agreement, including the right of either Party to utilize litigation to resolve any disputes at any time in the event that this dispute resolution procedure fails to result in a mutually satisfactory resolution of the dispute.

**22. LAWSUITS:** The Contractor will notify the City in writing within seven (7) calendar days of the date upon which any legal action or proceeding connected with or related to this Agreement is initiated by or brought against Contractor.



**23. CONFLICT OF INTEREST:** No officer or employee of either the City or the Contractor will derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other Party to this Agreement. Any contractual provision that contravenes the provisions of this paragraph will be null and void. This paragraph will not prohibit an officer or administrator of one Party to this Agreement from being reimbursed by the other Party for actual, out-of-pocket expenses incurred on behalf of the other Party. The Parties acknowledge that the Contractor, as a political subdivision, leases certain City employees to work at the Authority, and that the City reimburses the Authority for the salary and benefits of these employees by a separate agreement. These employees are not assigned to the Denver Head Start Office.

**24. 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.

**25. PARAGRAPH/SECTION HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and will not be construed so as to define or limit the terms and provisions hereof.

**26. 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 thereof 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.

**27. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement by the Contractor and the City, time is of the essence.

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

**A. Data and Information:** The Contractor will observe and abide by, and will cause its Subvendors and subcontractors to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. Contractor acknowledges and accepts that, in

performance of all work under the terms of this Agreement, Contractor 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) personal 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 “City Data”. Contractor agrees that disclosure of City Data may be damaging to the City or third parties. Contractor agrees that all City Data provided to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect City Data as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential,” or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B. “Personal Information”** means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural, or social identity.

**C. Data Protection and Security:** Contractor confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and City Data and that it will perform its obligations under this Agreement in compliance with them.

**D. “Data Protection Laws”** means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements;

laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

**E. Confidentiality; No Ownership by Contractor:** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all Client Information, and any other work product, with or without Personal Information, developed or obtained by Contractor pursuant to this Agreement and such information or work product are considered to be “City Data”. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

**F. Use and Protection of Personal Information and City Data:** Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Data including without limitation: (i) keep and maintain Personal Information and City Data in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Data solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable

law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Data for Contractor's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in "data mining" of Personal Information or City Data except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

**G. Employees and Subcontractor:** Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

**H. Loss of Personal Information or City Data:** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and

the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) be solely responsible for claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

**I. Data Retention and Destruction:** Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor,

Contractor will immediately preserve the state of the Personal Information or City Data at the time of the request and place a “hold” on Personal Information or City Data destruction or disposal under its usual records retention policies of records that include Personal Information or City Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

**J. No Other Databases:** Except as expressly approved in advance by the City, Contractor will not establish or maintain a separate database containing Personal Information or City Data to provide the services under the Agreement.

**K. Data Transfer Upon Termination:** Upon termination or expiration of this Agreement and City’s request, Contractor will ensure that all Personal Information and City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days’ notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor’s business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

**L. Disclaimer:** Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and City Data 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 or the accuracy and completeness of the Proprietary Data or City Data. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. 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, Contractor agrees to contact the City immediately.

**M. Open Records:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give 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 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.

**29. INTELLECTUAL PROPERTY RIGHTS:**

**A.** The City and Contractor intend that all property rights to the any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, 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 form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 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 (by this Agreement) sells, assigns and transfers all right, 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 rights in perpetuity.

**B.** In the course of providing the services described in this Agreement, Contractor intends to use pre-existing training materials, models, curricula, information, concepts, techniques, processes, works of authorship, and other intellectual property owned by Contractor. Notwithstanding section 28.a. above, the Materials will not include the Contractor’s (or a third party’s) pre-existing works and derivatives that are considered proprietary, copyrightable, and/or trade secret materials, hereby designated as “Pre-Existing Works.” These Pre-Existing Works, and all intellectual property rights therein, are and will at all times remain the Contractor’s (or applicable

third party's) property and will not constitute the Materials set forth in section 29.A, above. Contractor will disclose, in writing to the City, all such Pre-Existing Works used in the performance of the services. Contractor may modify, translate or expand disclosed Pre-Existing Works to apply to the unique requirements of the City. In that event, it is understood and agreed by the parties that such modification, translation, and/or expansion will constitute an enhancement or derivative of the Pre-Existing Works ("Derivative Materials") and will not constitute the Materials set forth in section 28.a. above. These Derivative Materials, and all intellectual property rights therein, will remain the Contractor's intellectual property; however, Contractor shall not include any confidential information about the City and will treat the City's unique requirements as confidential and remove any personally identifiable information of City personnel contained in these Derivative Materials. In conjunction with the provision of training services as set forth in Exhibit A, Contractor grants the City a limited license to use, solely during the term of this Agreement, Contractor's Pre-Existing Works and Derivative Materials, purely for purposes of training personnel within the City. This license does not permit the City to create unauthorized derivatives of Contractor's intellectual property. The City agrees that, whenever it uses Contractor's clearly identified processes or materials provided or prepared pursuant to this Agreement, all copyrighted or trademarked materials shall be consistently and properly identified as the Contractor's intellectual property. Moreover, these intellectual property or derivatives shall be returned by the City to Contractor, and the use of these materials by the City shall cease entirely, upon termination or non-renewal of this Agreement.

**C. Trademarks/Copyrights:** Each Party to this Agreement acknowledges the validity of the other Party's service marks, trademarks, tradenames, patents, or copyrights, if any, and will not in any way infringe upon or otherwise harm the other Party's rights or interests in such property.

**30. 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.

**31. 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, mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Denver Great Kids Head Start Office  
201 West Colfax Avenue, Dept. 1101  
Denver, Colorado 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.

**32. 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 (Denver District Court).

**33. LEGAL AUTHORITY:** Contractor represents and certifies 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 certifies that that person 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.

**34. 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.

**35. 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 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.

**36. INUREMENT:** The rights and obligations of the Parties herein set forth will inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

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

**38. NO AUTHORITY TO BIND CITY TO CONTRACTS:** Either Party lacks any authority to bind the other Party 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.

**39. 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.

## **EXHIBITS**

### **Exhibit A – Scope of Services; Budget and Narrative**

**[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]**

**Contract Control Number:** MOEAI-202158542  
**Contractor Name:** DENVER HEALTH AND HOSPITAL AUTHORITY

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_


\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

MOEAI-202158542  
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  \_\_\_\_\_  
0ACDB82B6128484...

Name: Amanda Breeden  
(please print)

Title: Director, SPARO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## **Exhibit A**

### **Scope of Services**

#### **Denver Great Kids Head Start and Denver Health and Hospital Authority Health and Dental and Mental Health Services 2021-2022 Program Year**

Denver Great Kids Head Start (DGKHS) is a program of the Office of Children's Affairs at the City and County of Denver. This purpose of the Office of Children's Affairs is to ensure Denver's children and youth have their basic needs met, are ready for kindergarten, and prepared for academic and professional success. Aligned with this overall mission, the vision of DGKHS is to prepare Early Head Start and Head Start children to enter Kindergarten competently with the social, physical, emotional, and cognitive skills and competencies necessary for continuing school success.

DGKHS operates the Head Start program in East, Northeast, Southeast, Southwest and near West Denver neighborhoods through a grantee-delegate agency model. The grantee part of the model is comprised of administrative, budget, and content area administrators based with the Office of Children's Affairs. The delegate agency part of the model is comprised of six independent agencies. Collectively, the funded enrollment is 1,344 children.

DGKHS provides integrated supplemented services to enrolled Head Start children and families at the delegate agency level through vendor contracts. These include: Health services, Nutrition services, Mental Health Consultation services and services to Children with Disabilities.

With over 70 percent of Head Start children served by Denver Health and Hospital Authority (DHHA) as their medical and dental home and with access for Head Start children to the Denver Health School-based Regional Health Centers, DHHA is well-positioned to provide comprehensive health services to children and families in DGKHS.

This contract for the provision of supplemental health, dental and mental health consultation services by DHHA.

### **Health and Dental Services**

- Health and dental services
- Consultation training and technical assistance to support DGKHS, Delegate agencies, and Head Start children and families in area of health and dental services.
- Communication and coordination for health and dental services between and among DGKHS and the delegate agencies.
- Requirements for monitoring and reporting of DGKHS.

These services are to be provided in a linguistically and culturally responsive manner as needed.

### **Service Provision:**

DHHA shall provide primary health and dental care services, clinical oversight, and resource support for the DGKHS program as managed by the DGKHS Health Services Director. DHHA will:

- Coordinate and provide clinical consultation to six delegate agencies and provide nursing support.
- Provide medical consultation and medical oversight of the health program through a health services consultant.
- Provide direct care services through one part-time Health Care Partner at VOA.
- Provide nursing support and oversight through a Resource Registered Nurse.
- Provide training of new nursing personnel and ongoing monitoring and training to ensure Head Start performance standards are met and quality of care follows nursing practice protocols.
- Provide direct dental services to children. A dentist will provide a preventative oral health screening in Head Start classrooms within 90 days of enrollment.
- Coordinate the scheduling of in-classroom dental screenings and ensure that children with identified needs receive referrals to be able to access follow-up care. Children with moderate to severe dental caries will be offered assistance in scheduling follow-up dental visits within 30 days of a referral for follow-up care from a DGKHS delegate agency.
- Provide temporary nursing coverage to delegate agencies for staff vacancies.
- Work with the DGKHS Health Services Director to develop and ensure delivery of health services in accordance with Head Start performance standards as specified in 45 CFR 1304.20. These responsibilities include;
  - Assist delegate agencies in ensuring DGKHS children and families have a medical home.
  - Complete health screenings within 45 days of entry including vision and hearing screenings, height, weight, and blood pressure – if not noted on physical examination.
  - Coordinate with the Marion Downs Center in scheduling screenings and follow-up of children needing further services.
  - Review health histories and follow-up on health concerns with appropriate documentation.
  - Develop health care action plans for children with identified significant health concerns.
  - Act as a resource for staff members in the triage and evaluation of acute medical conditions and the meeting of health exclusion criteria.
  - Coordinate with appropriate staff in obtaining documentation of required immunization and physical examinations per Head Start and State Childcare Regulations and EPSDT requirements.
  - Ensure all children receive a dental evaluation within 90 days of entry to the program.
  - Collaborate with the health vendor RN and other staff to ensure all Head Start performance standards and childcare regulations are followed.
  - Provide dental care coordination, tracking, and follow-up appointments.

### **Consultation, Training, and Technical Consultation**

DHHA will provide consultation, training, and technical consultation as defined below:

- Provide consultation and training on identified health concerns to enable staff to accommodate children in the classroom.
- Work with the delegate agency staff in its development of healthcare action plans to safely integrate children with special healthcare needs into the classroom setting.
- Develop and provide new employee orientations and other trainings as requested.

### **Communication and Coordination**

DHHA, shall be required to provide the following communication and coordination as defined below:

- Provide integration of health services with Head Start families medical home to:
  1. Obtain medical and immunization records with appropriate release of records.
  2. Arrange for specialty appointments as needed for children with identified health or dental concerns.
  3. Interface with other medical home staff to ensure that timely medical and dental follow-up is accomplished.
- Communicate and coordinate with other health care providers to ensure referral and follow-up for Head Start children.
- Attend monthly DGKHS Management team and relevant content area meetings (i.e., disabilities/mental health, education, family services, and health), DGKHS Health Services Advisory Committee meetings, and/or delegate agency health team meetings.
- Meet monthly with the DGKHS Health Services Director to plan, problem-solve, and implement best practices in health and dental care services.
- Provide reporting in accordance with DGKHS policies and procedures related to Child Welfare.

### **Monitoring and Reporting**

DHHA assists the DGKHS Health Service Director in ensuring compliance with Federal Head Start Performance Standards by completing audits on 10 to 15 percent of children's health charts one time per year (January/ February). DHHA will review PIR data twice yearly and report the information back to Head Start delegate health staff and identify corrections and areas for improvement. The Health Vendor will work with the DGKHS Health Services Director to strategize and develop a corrective action plan for any health and dental indicator that is not in the acceptable 90-100% range.

- In conjunction with the DGKHS Health Services Advisory Committee, reviews and maintains health policies and procedures, monitors changes in the health arena and proposed changes in compliance with Head Start Performance Standards.
- Submits monthly health vendor invoices detailing services and cost.
- Submit dental reports. Report will include information collected by the Denver Health HCP/ Dental Tracker.

### **Mental Health Services**

DHHA ECMHC program will continue to offer early childhood mental health consultation to all 1,344 children in Denver Great Kids Early Head Start and Head Start program. The ECMHC program will increase the social and emotional development of preschool children while increasing protective factors in children from culturally diverse and low-income families through child & family-focused consultation. Increase the overall mental health climate of Head Start classrooms through classroom-focused consultation; and improve reflective skills and resiliency with Early Head Start and Head Start staff, increase knowledge of relevant mental health topics for Early Head Start and Head Start staff, and increase parent engagement by improving parenting practices and attitudes to strengthen connections to school and reduce problem behaviors at school and at home through program-focused consultation.



**Child & family-focused consultation tasks:**

- Provide consultation to parents including parent education, coaching, advocacy, and support regarding identified child and at a location convenient for parents.
- Consultants will provide classroom mentoring, coaching, and modeling as needed with referrals for child-focused consultation.
- Where indicated and with parental permission, facilitate referrals for children needing to be seen at Denver Health's Outpatient Behavioral Health Services or Community Mental Health Services. Facilitate linkage to community resources for further medical or mental health resources.
- Provide mental health consultation to DGKHS delegate agencies in Early Head Start, Head Start and Home-based programming settings.
- In response to COVID-19 provide virtual consultation, virtual meetings, virtual live streaming observations, and virtual consultation services as need.

**Classroom-focused consultation tasks:**

- Provide a classroom observation utilizing the CHILDS with teacher and director consent (completed referral form) to identify teacher goals and assess effectiveness of consultation.
- Teachers, Directors, education coaches, and other administration as needed, should be available for regular consult and evaluation of needs for classroom support.
- Consultants will provide classroom mentoring, coaching, and modeling as needed.
- Attend classroom team meetings when a referral is present. If consultants are unable to attend collaboration meetings, they will provide documentation of recommendations for strategies and up-dates on work with teachers and families.

**Program-focused consultation tasks:**

- Complete Letter of Commitment document with each delegate at the start of the school year. This will include initial conversations with delegate coordinators and administrators to identify program strengths and needs and will determine priorities for service provision for the year.
  - Each Delegate agency will have a liaison assigned within the early childhood mental health consultation team. This liaison will work with delegate coordinators to facilitate and obtain referrals for consultation services.
- Provide trainings to increase knowledge of relevant mental health topics for Early Head Start and Head Start staff, and increase parent engagement by improving parenting practices and attitudes to strengthen connections to school and reduce problem behaviors at school and at home through program-focused consultation.
- Provide staff development training on topics in collaboration with delegate agency administrators and DGKHS disabilities and mental health administrator. Topics may include managing stress, understanding perinatal mood and anxiety, communication, and building relationships. When requesting staff development training, consultants will need at least one month prior notice to ensure the development and facilitation of requested training.
- In collaboration with delegate staff and DGKHS facilitate content delivery of parent education classes or trainings. When requesting a parent education class at least one month prior notice is needed.
- Attend collaboration meetings when a referral present. If consultant is unable to attend collaboration meetings, they will provide documentation of recommendations for strategies and up-dates on work with teachers and families.

- When a referral for relationship-based reflective processing (RRP) is present, an assigned consultant will provide relationship-based reflective processing with Early Head Start and/or Head Start program staff up to 2 hours per month.

**Additional ECMHC program tasks:**

- Complete CoAIMH Early Childhood Mental Health Family Specialist Endorsement and required reflective supervision to maintain program alignment with the Office of Early Childhood.
- Provide translated ECMH consultation materials to DGKHS Early Head Start and Head Start families, teachers, and staff.
- Complete consultation evaluations and surveys with teachers, administrators, family service workers, and families when able, to ensure that efforts to evaluate program success are made on an ongoing basis.
- Provide monthly data reporting updates to the DGKHS Management Team by the 10<sup>th</sup> of each month in accordance with DGKHS policies and procedures to include the following:

**Data on Child and Family- Focused Consultation**

1. Delegate name
2. Center name
3. Classroom name
4. Child name
5. Consent date – when parent signed consent form (this is when services start)
6. Discharge date – when services are complete.
7. DECA-C dates caregiver, pre, post
8. DECA-C dates teacher, pre, post
9. Time spent per month (hours)
10. Number of consults with caregivers (monthly)
11. Number with teachers (monthly)
12. Number consults with admin (monthly)

**Data on Classroom Consultation**

1. Delegate name
  2. Center name
  3. Classroom name
  4. Open date (classroom consultation referral) – classroom specific referral
  5. CHILD pre –date
  6. CHILD post-date
  7. Time spent per week
  8. Number of consults with teachers
  9. Number of consults with ADMIN/FSW
- Provide End-of-Year data reporting to the DGKHS Management Team in accordance with DGKHS policies and procedures.
  - DHHA ECMHC program staff will work with delegate directors, DHHA Health Team, DGKHS, and delegate agency staff to ensure that safety precautions are taken, planned for and executed in accordance with state guidance as we continue to respond to COVID-19.
  - Submit monthly documentation to include mental health vendor invoices detailing services and costs:

**Time Period**

July 1, 2021 through June 30, 2022

**Budget**

Head Start + Early Head Start \$604,164

Non-Federal Share Match (20%) \$151,041

<b>BUDGET DGKHS - HEALTH AND DENTAL SERVICES</b>					
<b>Project:</b>	Head Start				
<b>DH PI:</b>	Laura Doanes				
<b>Department:</b>	Community Health				
<b>Period:</b>	07/01/21 - 06/30/22				
<b>Salaries and Wages</b>	<b>Annual</b>	<b>FTE</b>	<b>Effort</b>	<b>Hours</b>	<b>Total</b>
Clinical Consultant	\$200,253	1.00	9.5%	198	\$19,024
RN Program Manager, supervisor , Laura Doanes	\$94,739	1.00	81.0%	1691	\$76,739
RN Case Manager-CHS, Allison Hoppe	\$76,209	0.75	70.0%	1096	\$40,010
RN Case Manager-CHS, Amy Gomez	\$74,800	0.75	75.0%	1175	\$42,075
RN Case Manager-CHS, Heidi Fetyko <i>(includes projected salary increases)</i>	\$77,283	0.75	22.2%	348	\$12,863
Total Salaries and Wages					\$190,711
<b>Fringe Benefits</b>	28.20%				\$53,781
<b>Total Salaries and Fringe</b>					<b>\$244,491</b>
<b>Other Expenses</b>					
Mileage					\$2,540
Training and Continuing Education					\$1,507
Repair/Maintenance of Equipment					\$400
Medical/Dental Supplies					\$1,300
Data Cards					\$2,200
Copay fund for families					\$100
Communication (Cell Phones)					\$1,200
Meals, meetings					\$400
Supplies/copying					\$51
<b>Total Other Expenses</b>					<b>\$9,698</b>
<b>Health and Dental Direct Costs</b>					<b>\$254,189</b>
<b>Indirect Costs (Waived)</b>					<b>\$0</b>
<b>Total Costs/Total Requested</b>				Federal Share	<b>\$254,189</b>
				Non Federal Share	<b>\$63,547</b>

<b>BUDGET EHS - HEALTH AND DENTAL SERVICES</b>					
<b>Project:</b>	Early Head Start				
<b>DH PI:</b>	Laura Doanes				
<b>Department:</b>	Community Health				
<b>Period:</b>	07/01/21 - 06/30/22				
<b>Salaries and Wages</b>	<b>Annual</b>	<b>FTE</b>	<b>Effort</b>	<b>Hours</b>	<b>Total</b>
RN Case Manager-CHS, Heidi Fetyko <i>(includes projected salary increases)</i>	\$77,283	0.75	21.0%	329	\$12,168
Total Salaries and Wages					\$12,168
<b>Fringe Benefits</b>	28.20%				\$3,431
<b>Total Salaries and Fringe</b>					<b>\$15,600</b>
<b>EHS Health and Dental Direct Costs</b>					<b>\$15,600</b>
<b>Indirect Costs (Waived)</b>					<b>\$0</b>
<b>Total Costs/Total Requested</b>				Federal Share	<b>\$15,600</b>
				Non Federal Share	<b>\$3,900</b>

<b>BUDGET DGKHS - MENTAL HEALTH SERVICES</b>					
<b>Project:</b>	Head Start				
<b>DH PI:</b>	Rachael Harmon, LCSW				
<b>Department:</b>	School and Community Health Services				
<b>Period:</b>	07/01/21 - 06/30/22				
<b>Salaries and Wages</b>	<b>Annual</b>	<b>FTE</b>	<b>Effort</b>	<b>Hours</b>	<b>Total</b>
Supervisor LCSW, Rachel Harmon	\$91,205	1.00	100.0%	2088	\$91,205
LCSW, Allison Stewart	\$69,702	0.60	100.0%	1253	\$41,821
LCSW, Teske, Jeanne	\$86,305	1.00	100.0%	2088	\$86,305
LCSW, Jamie Lanin	\$74,589	0.75	45.6%	714	\$25,520
<i>(includes projected salary increases)</i>					
Total Salaries and Wages					\$244,852
<b>Fringe Benefits</b>	28.20%				\$69,048
<b>Total Salaries and Fringe</b>					<b>\$313,900</b>
<b>Other Expenses</b>					
Mileage					\$2,500
Training and Continuing Education					\$2,000
Supplies and Curriculum					\$2,000
Communication (Cell Phones)					\$1,200
Consultant					\$2,400
Registration/Membership Fees					\$375
<b>Total Other Expenses</b>					<b>\$10,475</b>
<b>Mental Health Direct Costs</b>					<b>\$324,375</b>
<b>Indirect Costs (Waived)</b>					<b>\$0</b>
<b>Total Costs/Total Requested</b>				Federal Share	<b>\$324,375</b>
				Non Federal Share	<b>\$81,094</b>

<b>BUDGET EHS - MENTAL HEALTH SERVICES</b>					
<b>Project:</b>	Head Start				
<b>DH PI:</b>	Rachael Harmon, LCSW				
<b>Department:</b>	School and Community Health Services				
<b>Period:</b>	07/01/21 - 06/30/22				
<b>Salaries and Wages</b>	<b>Annual</b>	<b>FTE</b>	<b>Effort</b>	<b>Hours</b>	<b>Total</b>
ECMH consultant, LCSW	\$68,271	1.00	11.4%	239	\$7,800
<i>(includes projected salary increases)</i>					
Total Salaries and Wages					\$7,800
<b>Fringe Benefits</b>	28.20%				\$2,200
<b>Total Salaries and Fringe</b>					<b>\$10,000</b>
<b>EHS Mental Health Direct Costs</b>					<b>\$10,000</b>
<b>Indirect Costs (Waived)</b>					<b>\$0</b>
<b>Total Costs/Total Requested</b>				Federal Share	<b>\$10,000</b>
				Non Federal Share	<b>\$2,500</b>