

A G R E E M E N T

THIS AGREEMENT is made and entered into 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”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER**, a Colorado non-profit corporation with an address of 6240 Smith Road, Denver, CO 80216 (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 the Contractor or Contractor’s successor- in-interest with whom the City has contracted to operate a portion of the City’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 attached hereto relating to the provision of services to administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

J. “Subcontractor” means any entity other than 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 Contractor, by written agreement to operate all or part of the Contractor’s Head Start program on a professional basis as described in this Agreement but does not include Vendors 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, for purposes of this Agreement only, any entity retained by a Delegate Agency, by written subcontract, to provide a specified Head Start service on a professional basis for Denver’s Head Start Program and does not include Subdelegates or entities retained to provide goods, services or supplies under this Agreement.

2. COORDINATION AND LIAISON: The Contractor shall fully coordinate all 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 41, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).

B. Exhibit B, Contractor’s Budget and Justification.

C. Exhibit C, Calendar of Times and Days of Operations.

D. Exhibit D, Schedule for Submission of Reports.

E. Exhibit E, Site Locations.

F. Exhibit F, Certificate of Insurance.

The terms and conditions of Sections 1 through 41 will control any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

4. TERM: The Agreement will commence on July 1, 2022 and will expire on June 30, 2023 (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 diligently undertake, perform, and complete all of the Services and produce all the deliverables set forth in 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 Head Start Director concerning the provision of services hereunder and attend and participate in meetings as requested reasonably by the Director or the Director’s designated representative;

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 at all times and develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practice(s). The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause that occur on any of Contractor's Site Locations in accordance with the policy and procedures of the Denver Head Start Office as designated by the City and approved by the Contractor's management team. Further, 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 of a child enrolled in Head Start or otherwise receiving Head Start services.

H. Establish policies and procedures to secure and protect all property purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include, without limitation, specific terms for the acceptable and reasonable use of telephone, email and internet for non-business purposes.

I. Operate Head Start programs as designated by the City and County of Denver and in accordance with the hours and days set forth on **Exhibit C**, the Calendar of Times and Days of Operation.

In the event of an emergency (an unforeseen event that endangers the health or safety of children enrolled in Contractor's Head Start programs), the Contractor may cease

program operations for a limited period of time; provided, however, that Contractor will immediately take all necessary and appropriate measures to ensure that services are immediately reinstated for any and all children enrolled in Contractor's Head Start programs that may be displaced as a result of an emergency. In the event that Contractor ceases program operations as a result of an emergency, the Contractor will notify the Director of the cessation in program operations, the site or facility where program operations ceased, the actions taken by Contractor in response to the emergency, and Contractor's estimate as to when services will be reestablished at the site where the emergency occurred, by telephone on the same day of cessation and in writing within five (5) business days of the day of cessation.

J. Maintain program operations for the length of the Program Year as set forth in **Exhibit C**. If the Contractor changes the length of the Program Year or deviates in any manner from **Exhibit C**, Contractor will obtain the written approval of the City at least thirty (30) calendar days prior to the date the requested change is to be effective. Failure to request the advance written approval of the City will be deemed to be a default under this Agreement and may result in the City invoking any or all remedies stated in this Agreement.

K. Pursuant to applicable provisions of the Head Start Performance Standards, the Contractor will include in all Head Start meals those foods that conform to the "minimum standards" for meal patterns in accordance with any and all guidance issued by the ACF. In particular, but not by way of limitation, Contractor will comply with all requirements stated in 45 CFR 1302.42, 1302.44, 1302.31, 1302.46, 1302.90, as may be amended from time-to-time and will ensure that any and all Subcontractors will comply with said provisions.

L. 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, which approval will not be

unreasonably withheld.

M. Obtain, for each child enrolled in the Delegate Agency's Head Start program, a student identification number from the Local Education Agency (LEA) for the City and County of Denver and maintain this information in a comprehensive up-to-date report consistent with any format reasonably designated by the City.

N. Maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy within thirty (30) calendar days. The Contractor will determine eligibility for enrollment in Head Start programs based on family income in strict accordance with Section 645 (a)(1)(B) of the Head Start Act. The Contractor will determine eligibility for recruitment, selection, enrollment, and attendance in Head Start programs based on the requirements of Section 645 of the Head Start Act and 45 C.F.R. 1302, Subpart A (Sections 1302.10 – 1302.18).

O. 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 B**.

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

C. Invoices. Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the 21st of the

following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. 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. 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 **TWO MILLION TWO HUNDRED FORTY THOUSAND SIX DOLLARS AND ZERO CENTS (\$2,240,006.00)** (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 or property. Values for non-federal in-kind contributions of services and property will be 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 **FOUR HUNDRED FORTY-EIGHT THOUSAND TWO DOLLARS AND ZERO CENTS (\$448,002.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. 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/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

G. Expenditure Variance Reports. The Contractor will prepare and submit to the City, according to the schedule in **Exhibit D** or a date agreed upon in writing by the Parties, an Expenditure Variance Report setting out in detail the following information: 1) a description by category of the amount and nature of all monies expended by Contractor during the budget period designated in the Contractor's Expenditure Variance Report; and 2) all non-federal share contributions made by Contractor during the budget period designated in Contractor's expenditure variances.

Every one of Contractor's Expenditure Variance Reports 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. Every one of Contractor's Expenditure Variance Reports will be submitted with supporting documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction

listings, journals and invoices paid by the Contractor that equal or exceed One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts 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 make available to the City and provide the City with a copy of any and all such documentation upon request.

H. 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 B** 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 B** 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 B**, 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.

I. 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 19.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.

J. 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 (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:

A. 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 Subdelegates and any Vendor to establish and maintain said reporting systems. In addition to any other reports required or requested under this Agreement or any exhibit, the Contractor will prepare and submit the following reports and will require any and all Subdelegates and, as directed by the Director, any Vendor to prepare and submit the following reports:

(1) Enrollment Report. The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor

at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies.

In the event that the Contractor determines that it has not maintained the designated number of enrolled students, the Contractor will include in the Enrollment Report a detailed explanation as to why such levels were not maintained and a detailed description of how Contractor will return said levels to the designated number. The Enrollment Report will be consistent with any format designated by the City.

(2) **Attendance Report.** The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 CFR 1302.16, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City.

(3) **Personnel Report.** The Personnel Report will include quarterly and year-to-date employment status for all staff and contract employees performing Head Start duties, including the position held by such persons and a listing of which positions, if any, are unfilled. The Personnel Report will be consistent with any format designated by the City.

(4) **Expenditure Variance Report.** The Expenditure Variance Report will include the information designated in Section 7.G of this Agreement concerning monthly expenditures, invoices, and non-federal share match requirements. The Expenditure Variance Report will be consistent with any format designated by the City.

(5) **United States Department of Agriculture (USDA) Report.** The USDA Report will include a complete listing of all funds reimbursed to the Contractor by the U.S. Dept. Of Agriculture for the costs of providing meals for children enrolled in or otherwise served by Head Start programs and will be consistent with any format designated by the City.

(6) **Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in **Exhibits A and B** as well as an evaluation of the

effectiveness of Contractor's management systems, child development and health services, family and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City.

(7) **Administrative and Development Costs Report.** The Administrative and Development Costs Report will include an itemized description of all costs and expenses incurred relating to the administration and management of Head Start programs and will be consistent with any format designated by the City.

(8) **Other Reports.** The Contractor will prepare and submit any other report or information pertaining to the administration of 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 will prepare and maintain all records, statements and information as required by applicable federal, state and local laws for the purpose of carrying out the provisions of this Agreement or the Grant.

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will 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 D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

B. The reports required in this Section 8 will be submitted in accordance with the schedule set forth in **Exhibit D**. If Contractor does not submit such reports in accordance with **Exhibit D**, the City may determine and find that such failure constitutes an act of noncompliance, a deficiency or an event of default and the City may invoke any remedy provided in this Agreement or otherwise available to the City by law. If Contractor does not submit such reports in accordance with **Exhibit D** and no further payments are due from the City, then such failure will automatically be deemed to be an event of default and the City may, in addition to any other remedies provided in this Agreement or available to the City by law, deny Contractor any future awards, grants, or contracts of any nature by the City.

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. 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. 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.

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 any Subdelegates or any Vendor will contain a clause stating that Subdelegates or Vendors, as appropriate, 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 Subdelegates and any Vendor, unless said Vendor has been exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own independent audits. If a Subdelegate or Vendor 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 Subdelegates and any Vendor.

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates 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 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, 215, 220, 225, and 230 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.

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:

A. If the Contractor 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.

B. If the Contractor is not a “public entity” then, the following general conditions apply:

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-” VIII or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The

insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) **Proof of Insurance:** Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit F**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor, Subdelegate's, and Subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages under this Agreement, except Student Accident coverage, Contractor's insurer shall waive subrogation rights against the City.

(5) **Subdelegates, Subcontractors and Subconsultants:** All Subdelegates, Subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such Subdelegates or Subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such Subdelegates, Subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such Subdelegates, Subcontractors, and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:**

Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

(8) **Automobile Liability:** Contractor shall maintain Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

(9) **Student Accident:** Contractor will maintain limits of Twenty-Five Thousand Dollars (\$25,000.00) per claim for participants in the Head Start Program.

(10) **Commercial Crime (Fidelity):** Contractor shall maintain \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

(11) **Bond:** 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. All appropriate federal officials will authorize any determination made by Contractor that such bond is not required by applicable federal law in writing.

15. DEFENSE AND INDEMNIFICATION (Not applicable to "Public Entities"):

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of,

resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

16. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT: For Contractors that are a “public entity”, 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 commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or

omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified 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 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 later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

19. TERMINATION:

A. Notice of Deficiencies (with opportunity for corrective action). In the event the City identifies one or more deficiencies in Contractor's performance of the Services or its other obligations under this Agreement, the Director will provide the Contractor with written notice of the deficiency or deficiencies ("Notice of Deficiencies"). The Notice of Deficiencies will identify the deficiencies to be corrected and will state that the Contractor is to either correct the Deficiencies immediately (or such longer period as the City may allow) or according to a Quality Improvement Plan (with included timeline) to be developed by the Contractor (the "Quality Improvement Plan").

(1) If the Contractor is to correct the identified Deficiencies according to a deadline established by the Director, the Contractor will verify in writing to the Director, no later than ten (10) calendar days after the designated deadline, that Contractor corrected the Deficiencies and the specific measures taken to complete such corrective actions.

(2) If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Deficiencies, a Quality Improvement Plan that identifies the actions the Contractor will undertake to correct each identified deficiency and the date that Contractor expects to complete the Quality Improvement Plan. Within thirty (30) calendar days of the date of receipt of Contractor's proposed Quality Improvement Plan, the Director will notify the Contractor in writing of the Director's approval or disapproval. If the Director disapproves of the Quality Improvement plan, the Director will inform the Contractor of the reasons for that disapproval. If the Quality Improvement Plan is disapproved, the Contractor must submit, within ten (10) calendar days of the date of the Director's notice of disapproval, a revised Quality Improvement Plan, making the changes necessary to address the reasons why the initial Quality Improvement Plan was disapproved. If the Director does not approve or disapprove of the Quality Improvement Plan within ten (10) calendar days of the date of receipt, the City will be deemed to have approved the

Quality Improvement Plan.

(3) Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24) hours of the date designated for completion and will state the reasons why the Contractor did not complete the Quality Improvement Plan and provide a new date of expected completion. Contractor's notice of non-completion of the Quality Improvement Plan will not be deemed to be a waiver of Contractor's obligations under the original Quality Improvement Plan. In no case will the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

B. Remedies for Failure to Timely Correct Deficiencies. If the Contractor fails to timely correct any deficiency or deficiencies identified by the City, the City has the right to take any or all of the following actions, in addition to any and all other actions authorized by law:

(1) Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed;

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor 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 performed or if performed would be of no value to the City's Head Start program. Denial of requests for payment and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

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

(4) 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;

(5) Deny in whole or in part any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year regardless of source of funds;

(6) Reduce any application or proposal from Contractor for refunding 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;

(7) 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;

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

(9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor will cooperate with the City in the transfer of the Services as reasonably designated by the City; or

(10) Take other remedies that may be legally available.

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

(1) The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which default has not been cured within the time period as set forth pursuant to Section 18.

(2) The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City, if the Grant is suspended or terminated, in whole or 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) Notwithstanding the preceding paragraphs, 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 paragraph 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.

B. 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) calendar 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 and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor 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.

C. 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 Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Paragraph 4, “**Term**”, above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar 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.

21. 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 CFR 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.

22. SITE LOCATIONS, LEASES AND LICENSES:

A. **Site Locations/Leases.** The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit E**, entitled Site Locations. The Contractor will be responsible for executing any and all leases or amendments of leases of the real property and/or facilities designated on **Exhibit E**. The Contractor will maintain, and will cause any and all Subdelegates to maintain, copies of all leases and amendments thereto executed in the performance of services under this Agreement, and will deliver copies thereof to the City upon request.

B. **Changes to Site Locations.** If the Contractor or any employee determines that it is necessary to move, change or operate a Head Start program in any other facility or location, it will notify the Director in writing within fourteen (14) calendar days of the date of such determination and will provide an explanation as to the reason why the move, change or new operation should be undertaken. The Contractor will not move, change or operate any Head Start program in any other facility or location, unless the City has approved of such move, change or operation in writing, in advance of any contractual obligation and occupancy by the Contractor of such new facility.

C. **Smoke and Toxin Free Facilities.** All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with federal and City policies concerning the use or sale of tobacco in Head Start or City facilities, as such policies may be amended from time to time. No class will be operated in a facility that does not comply with any applicable federal or City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

D. **Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be

opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit E**. In addition, the Contractor will secure, post and maintain in its' files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in **Exhibit E**. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

23. 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 amended, 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, and 92;

D. All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR 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 of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;

G. 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;

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

I. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 CFR 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 CFR Part 180 and 2 CFR 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 Executive Director if at any time Contractor learns that the Contractor’s 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 the 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;

J. Byrd Anti-Lobbying. If the Maximum Contract Amount exceeds \$100,000.00, 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;

K. “New Restrictions on Lobbying.” As set forth in implementing regulations 45 CFR 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;

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

(1) In carrying out its obligations under the Agreement, Contractor audits officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, 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;

M. 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 indemnify and hold the City harmless from any and all claims, losses, or demands that arise under 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 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 CFR Part 75.300(c);

N. **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, Section 20-76 of the Den. Rev. Mun. Code;

O. 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 CFR §200.338;

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

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

R. 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. 1320 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;

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

T. 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;

U. Confirmation of Lawful Employment (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 a worker without authorization 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), CRS, 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 a worker without authorization 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 a worker without authorization 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 a worker without authorization, 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 worker without authorization, 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 a worker without authorization.

(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), CRS, 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.

24. 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.

25. CONFLICT OF INTEREST:

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

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing

the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

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.

27. DISPUTE RESOLUTION: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). 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.

28. 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).

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Data and Information. The Contractor will observe and abide by, and will cause its Subdelegates 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 Contractor 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) indemnify, defend, and hold harmless the City and the person affected for any and all 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.*, CRS, 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. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this

Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

30. INTELLECTUAL PROPERTY RIGHTS:

A. City's Intellectual Property. The City and Contractor intend that all property rights to any and all data, information, materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information, any derivative works thereof, supplied by the City to the Contractor in connection with the Services, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City.

B. New Original Works. The City and Contractor intend that all property rights to new 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, developed, or supplied by the Contractor in connection with the Services, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, "New Original Works"), shall belong to the City free and clear from any and all claims of any nature relating to the Contractor's contributions and other efforts. The Contractor shall disclose all such items to the City unless the Director directs otherwise in writing. Contractor assigns to the City and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the New Original Works and all works based on, derived from, or incorporating the New Original Works. Whether or not Contractor is under contract with the City at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses and other intellectual property rights related to the New Original Works.

(1) To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a "work made for hire" and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works 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 New Original Works 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. The Contractor will not copyright, trademark or patent any work, materials, devises, methods, processes, or products New Original Works developed by Contractor as a result of the Services provided under this Agreement without the prior written approval of the City and, if required, the federal government. To the extent that Contractor cannot make any of the assignments required by this article, Contractor hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the New Original Works and all works based upon, derived from, or incorporating the New Original Works by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

(2) In addition, Contractor grants to the City, and the federal government if required, (and to recipients of New Original Works distributed by or on behalf of the City) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and distribute the contents of the New Original Works.

C. **License.** The City hereby grants a non-exclusive limited license to the Contractor to use, during the Term, the Materials and New Original Works for Head Start purposes only as well as any other Head Start program related materials, text, logos, documents, booklets, manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media. The Contractor may reproduce the Materials or New Original Works, add to them, combine them or otherwise modify them only for purposes of administering Head Start programs. Any other addition, combination or modification will require the prior written permission of the Director. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Materials and New Original Works, and all copies thereof, or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor.

D. **Contractor's Pre-existing Works.** The Contractor shall retain all property

rights to Contractor's Pre-existing materials, including derivative works, developed prior to the commencement date that are used in the performance of the Services ("Contractor's Pre-existing Materials"). The Contractor will disclose to the Director all Contractor's Pre-existing Materials, including derivative materials thereof, that Contractor uses in providing the Services. The City will not copyright, trademark or patent any of Contractor's Pre-existing Materials. Contractor hereby grants a non-exclusive limited license to the City to use for Denver's Head Start Program purposes only Contractor's Pre-existing Materials.

E. Derivative Works. The Parties intend that derivative works shall include revisions, improvements, alterations, adaptations, translations, or modifications to Contractor's Pre-existing materials or New Original Works, as appropriate. Contractor will not include any of the City's New Original Works in any derivative works to Contractor's Pre-existing materials.

F. 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.

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

32. 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.

33. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance,

rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

36. 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.

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

38. 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.

39. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

40. CITY EXECUTION OF AGREEMENT: This 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.

41. 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.

42. 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 to Head Start/Delegate Agency Agreement

- 1. Exhibit A,** Contractor's Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).
- 2. Exhibit B,** Contractor's Budget and Justification.
- 3. Exhibit C,** Calendar of Times and Days of Operations.
- 4. Exhibit D,** Schedule for submission of reports.
- 5. Exhibit E,** Site Locations.
- 6. Exhibit F,** Certificate of Insurance.

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[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]**

Contract Control Number: MOEAI-202262465-[[This Amendment Number]]
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

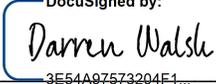
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: MOEAI-202262465-[[This Amendment Number]]
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.

By:  _____
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Darren Walsh
Name: _____
(please print)
Title: President & CEO
_____ (please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

CATHOLIC CHARITIES HEAD START CONTINUATION APPLICATION 2022-2023

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SECTION I. PROGRAM DESIGN AND APPROACH TO SERVICE DELIVERY

Sub-Section A: Goals

1. Program Goals, Measurable Objectives, and Expected Outcomes

Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.					
Goal 1 – Objective A.	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Implement classroom activities and maintain high-quality environments to promote growth for 90% of Head Start children in Teaching Strategies GOLD (TSG) developmental domains, including: Physical, Social-Emotional, Language, Literacy, Math, Cognitive and English as a Second Language (ESL).	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Utilized TSG data to create Activity Plans weekly for the classrooms Conducted periodic Classroom Assessment Scoring System (CLASS) & Early Childhood Environmental Rating Scales (ECERS) observations in the classrooms to ensure high quality environments and developmentally appropriate activities. Completed and reviewed TSG outcomes three times during the program year to monitor children’s ongoing development 					
Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> TSG Outcomes reports, ECERS Observations, CLASS reviews, Weekly Planning forms 					
Year Five Update: Internal CLASS reviews were conducted in all 14 Head Start classrooms during the 2020-2021 program year. In the Spring of the 20-21 program year, our CLASS averages were 6.62 in Emotional Support, 6.29 in Classroom Organization, and 2.51 in Instructional Support. In the Fall of the 21-22 program year, our CLASS averages were 6.42 in Emotional Support, 5.19 in Classroom Organization, and 2.78 in Instructional Support. The results of these observations were used to identify strengths and areas for improvement in each classroom. The Education Specialists/Coaches worked with the teaching staff to review individual scores, to recognize					

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strengths, and to create strategies that will enhance the classroom environments and include teacher activities designed to improve CLASS scores.

TSG Checkpoints were completed in the Fall, Winter, and Spring for the 2020-21 program year. Catholic Charities used the scores to design training opportunities and staff professional development. The scores also inform the ECE Specialists (Coaches) and teaching staff of ways to address classroom environments and develop Activity Plans that enhance children's learning. Children demonstrated growth in all domain areas during the 2020-21 school year. Significant gains in Physical (95%) and Cognitive (85%) of children meeting or exceeding expectations. Gains also in Language (77%), Literacy (73%), and Mathematics (75%) of children meeting or exceeding expectations. ECE Specialists (ES) meet with new teaching team members to assure they understand TSG, data collection, and scoring; this is part of the orientation process. The ES meet with teaching teams after each checkpoint to review the outcomes data and determine next steps. They continue to use a TSG resource called Power of Observation to facilitate coaching practices. This guide covers ages Birth to Age 8, so it is relevant for HS.

The teachers work with parents to complete the TSG assessments relying on teacher observations and parent reports.

In January, following the fall and winter TSG assessment periods, the ECE Specialists and teachers created Individual Classroom Profiles to inform activity planning, room arrangement, environment enhancement, and identified needs for educational materials and supplies. Individual child profiles were created to identify individualization that is reflected on the Weekly Activity Plans.

Due to ongoing covid pandemic, some classrooms were closed to due positive cases or possible exposure, during these closures, we established a variety of methods for connecting with families (phone calls, email, and facetime phone calls) We provided developmentally appropriate activities with supplies to parents to complete at home and promote school readiness learning during the closures, thus ensuring the children have a better probability of retaining school readiness skills. Each activity pack included materials and suggestions for parents to engage with their child. Many staff worked alternative hours to arrange for early morning or evening pickup of supplies. This dedication to meeting the needs of families' needs continues to be demonstrated throughout the pandemic.

As a result of the pandemic, the Covid Task Force continues to meet. This committee is made up of directors, coordinators, specialists, and site supervisors. They review current policies, procedures, and practices with regards to covid response recommendations. The task force continues to review multiple procedures such as: health, safety, nutrition, classroom environment, arrival & departure, hygiene, and daily schedule. These are then adapted to align with the CDC most current recommendations and Department of Early Childhood / Child Care Licensing most recent Covid guidelines.

All sites provided end of the year celebrations adapted to meet covid related recommendations for safe services. This included socially distanced activities in classroom and on the playground including art, music, dance parties, celebrations, provided supply bags, certificates, and families were given food bags to take home with ingredients for cooking activities.

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Goal 1 – Objective B	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide ongoing professional development for 100% of Head Start staff to increase their knowledge and skills and maintain a high-quality work force.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Implement a comprehensive Training and Technical Assistance Plan • Expand Practice-Based Coaching across the program 					
Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • School reports, Training and Technical Assistance (TA) Plan, Staff surveys, TSG Outcomes reports, Collaborative Planning notes, Training Certificates evaluation, Professional Development plans 					
Year Five Updates: <p>Annually, Catholic Charities provides a week of preservice training in August for all ECE staff. For the 2021 training, staff received professional development on topics including: Cultivating Connections / Team Building, Child Plus Data Base, Disability Services, Second Step, Culture of Wellness Program (COWP), Coaching, Collaborative Planning, TSG Assessment, Health Services, Professional Development, Erikson Math, Trauma Informed Care, Child and Adult Care Food Program (CACFP) & Civil Rights, Policies & Procedures, Denver Great Kids Head Start (DGKHS) Annual Orientation, Licensing Rules and Regulations, Catholic Charities Leadership Model, Teach Stone, PDIS individual trainings like the Language and Literacy modules, Ambassador Advocacy training, Music & Dance, Self-Care.</p> <p>Due to a possible Covid exposure, professional development during this pre-service week was partially in person and partially provided virtually via the Office 365 Teams platform. For remote learning, staff received handouts and links to the training options. Additional professional development training has been provided for all ECE staff throughout the program year, these training topics included: Conscious Discipline, Culture of Wellness – nutrition and staff wellness, Young Athletes – physical development, and many more.</p> <p>During the past calendar year, Catholic Charities continued to implement our coaching model, providing over 658 coaching hours throughout our six centers and Home-Based programs. Professional Development Plans were developed for all teaching staff, identifying goals and strategies to enhance teaching skills and abilities. ECE Specialists/Coaches used these plans to inform training topics and educational opportunities.</p> <p>Catholic Charities provides opportunities for Head Start staff to complete college courses and attend outside trainings/conferences. During the 2020-2021 program year, 25 staff enrolled in ECE focused educational programs, 12 staff earned a CDA or Educational Degree, and 91 staff received ongoing coaching and mentoring. Five staff from multiple sites attended Erikson</p>					

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Math training. All Teaching staff and support staff attended Conscious Discipline Series training.

During the 2020-21 program year, 50% of Catholic Charities teachers hold a BA or higher-level degree. We encourage non-degreed staff to enroll in continuing education programs. Part of this process is classroom observations. Due to the pandemic, this continues to be a challenge. Per state licensing guidelines, we limit visits by outside visitors to the classrooms. We continue to utilize our plan for alternative observations. We incorporate technology that allows visitors & mentors to complete both visual and auditory observations while remaining outside of the classroom.

Site Health and Safety Observation checklists were completed for each classroom in the Spring and Fall. Action plans were developed and implemented to address the items identified as needing attention. The Safety / Evacuation Protocol manuals are used for reference and to provide site team training as needed throughout the program year.

Catholic Charities continues its Ambassador Program which provides a connection between the teaching staff and the ECE Leadership Team. Staff members volunteer from each site and program option to participate in training committee meetings and provide insight and assistance reflective of the teaching staff. This continues to be a positive part of our ECE program. Throughout the year, the ambassadors demonstrated leadership skills through organization, support, and representing staff issues, concerns, and ideas at the training committee meetings. This provides an avenue and validation for staff, and we believe assists in increasing overall staff satisfaction and retention. The Ambassadors along with the ECE Specialists, & Leadership Team have worked to develop training opportunities that meet the needs of the staff and can be presented in a safe and healthy way that aligns with the pandemic recommendations.

Goal 1 – Objective C	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide resources and services that help 95% of students and families make effective transitions from Head Start to kindergarten.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Provide school choice information to parents to make informed choices on kindergarten enrollment. • Discuss transitions at Parent Teacher conferences • Provide training and resources for families on school readiness. 					
Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • Transition plans, Home Visits/Family Conference sheets, Family Surveys, Family Partnership agreements, School Readiness committee minutes. 					
Year Five Updates: Head Start families can complete a Family Partnership Agreement (FPA), and 99% of the enrolled families participated in this activity and work with Family Service Workers or Home Visitors on their individual family goals. Often these goals revolve around the successful					

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transition of their child from preschool to kindergarten. Family Service Workers (FSW) facilitate on-going conversations with parents regarding Denver Public Schools (DPS) school choice and transition activities early in the program year.

The Disabilities Coordinator meets individually with each family with children with documented disabilities and supports them throughout the process of an Individual Education Plan (IEP) review and the transition to kindergarten with conversations regarding best placement and school choice and the transition process.

For the 2020-21 program year, 32 children with documented disabilities were transitioned into kindergarten. All parents and children received transitional supports. These supports included opportunities to meet and greet teachers and multiple warm transition exchanges. As needed, Catholic Charities continues to support children after they transition to kindergarten regarding their IEP needs. For the children with documented disabilities, parents received a transition folder that included resources, a copy of the IEP, and suggestions on how to advocate for their children. The Disability Coordinator provided her contact information, so parents had a resource in case additional questions came up during the process.

Transition activities were adapted to align with Covid-19 restrictions. The teaching staff provided opportunities for parents to meet in person or virtually to discuss the transition process, this is based on parent choice. Transition planning training was provided to teaching staff on how to address multiple options for completing the transition process and how to adapt the process to meet covid restrictions. Family Service Workers also reached out to parents to assure they had an opportunity to ask questions and get answers about their child transitioning into kindergarten.

The School Readiness Committee continues to monitor the Transition Policy and Procedures to reflect our current practices most accurately; this includes the parent conference and home visitation process. All staff have been trained on this policy. Handouts that support School Readiness are provided to families to assist them in their role as their child's first teacher. Families are provided the opportunity to participate in family conferences and home visits where transitions were discussed with parents. Because of some Covid restrictions, parents may not have been able to visit the school prior to enrolling they child, FSW helped them navigate this process and alternative options if an in-person visit wasn't possible, such as virtual introductions to public school teachers. Of the 223 children enrolled in the 2020-2021 Head Start program, 92 entered kindergarten in the Fall of 2021. Backpacks were given to every Head Start child filled with supplies for kindergarten and activities to promote school readiness.

Year Five Challenges: The biggest impact on service delivery in the 2020-2021 program year continued to be the Covid pandemic. This has affected each of the three components of this goal. Observations, training, and interviewing continue to have a virtual influence based on current needs. The ECE Specialists are able to meet with teachers in the centers, staff related

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issues impact this process, staff absences, shortages, and turnover have all impacted coaching. We continue to utilize the TEAMS platform for meetings. Working with families continues to be adapted to ensure safe and healthy practices. Family Service Workers (FSW) reach out to families in a variety of ways – each family has a preferred method of contact. We quickly realized there is no one way to reach families during a pandemic. FSW meet with families during arrival and departures, call, text, email, use social media, even driving by homes leaving notes on doorsteps. Not all families have computer access, so we utilized covid funding to purchase computers that can be lent to families during covid related classroom closures. We continue to review, adapt, and update our service delivery based on the latest recommendations from the CDC, the office of Head Start, and local & state entities.

Year Five Impacts: That children continued to make gains towards meeting and/or exceeding the developmental expectations is reflective of teaching staff connecting with parents and providing developmentally appropriate activities at school and at home. We believe that the heightened participation of parents at home has resulted in an increased understanding of what is developmentally appropriate and how to promote skills and development. The Family Outcomes Assessment (FOA) demonstrates growth for families in the areas of food and clothing resources, school readiness, child development/parenting skills, positive relationships, transitions, and community connections.

Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.					
Goal 2 – Objective A	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Staff will ensure that a minimum of 90% of Head Start families know the health	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below

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status of their children.					
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Ensured children receive screenings for vision, dental and BMI. Staff share results and referrals for parents regarding follow-up activities, if needed Provided healthy living resources and activities for families. 					
<p>Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Growth Trend reports, Lesson Plans, Health and Nutrition plan/activities, Program Information Report (PIR), ChildPlus 					
<p>Year Five Updates:</p> <p>According to ChildPlus 88% of our families know their child's health status, as this is the percentage of children who are up to date on their physicals. According to the 2020-21 PIR, 196 children were screened for BMI, vision, dental and hearing.</p> <p>Connecting with families continues to be challenging, families continue to have multiple critical issues to contend with, and even making medical appointments is a challenge. We anticipate this number will increase in the 22-23 program year and we will be able to meet our target of 90% of parents understanding their child's health status as it related to preventative care.</p> <p>Throughout the covid pandemic, the health service team has strived to identify methods for contacting families that are unique and innovative. They are available at the centers for conversations during arrival and pickup, and for appointments that can be held in the playground. They also utilize phone conversations like a tele-health call. They provide current, relevant information via handouts and flyers. They reach out to families to discuss their child's preventative health care, dates for physicals, dental care, and any unresolved follow-up care that has been identified.</p> <p>The Health Team has taken on the primary role to ensure that the services we provide at the centers and during virtual home visits has the absolute most current information. Working in conjunction with the Department of Public Health and Environmental Safety, Denver Health, and the Office of Child Care Licensure to assure a comprehensive response to Covid pandemic challenges as it relates to preventative health and dental care for very young children.</p>					
Goal 2 – Objective B	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Connect 95% of families with services, resources, and providers to maintain their child's health and nutrition needs.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Provided resources and assistance for families to ensure medical insurance and a medical home for their children Worked with families through Family Partnership Agreements to provide resources to maintain health and nutrition needs for children 					

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Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Family Partnership agreements (FPAs), Informational flyers and resources, Health Advisory committee minutes, ChildPlus 					
Year Five Updates: According to our data collection, 99% of Catholic Charities Head Start children have a medical home. As part of the FPA, 89% of Head Start Families received information and resources targeted to help maintain health and nutritional needs for their children. As a response to the Covid pandemic, the Covid task force saw an ongoing need for food and educational supplies for parents who continued to have their children at home during covid related closures and other health related issues. We continued to work with a Catholic Charities food bank to pack and distribute food boxes to families. This expressed need was identified by the FSW and Home Visitors (HV) who connect with enrolled families. When families expressed either of these needs, supplies were collected and distributed to the families. The ECE team worked together to assure this families receive delivery of food or supplies as needed. Throughout the pandemic, staff worked with families to identify the challenges with maintaining a healthy, safe home environment. This includes updating what we thought we knew about the pandemic with current best practices. Reminding children and families about how viruses are spread, importance of hand washing, impact of proper mask wearing, and importance of limiting cross-contamination from outside center to inside classrooms. We continue to provide masks and gloves thereby promoting the health and safety of the children and their families.					
Goal 2 – Objective C	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Ensure that 100% of children receive Developmental, Social-Emotional, Health and Nutrition screening and assessments and coordinate further assessment and support services when needs are identified.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Continued to implement a program to ensure timely screening and assessment. Implemented Collaborative Planning meetings to track screening, referrals, and assessments for all children as necessary 					
Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> PIR, ChildPlus reports, Collaborative Planning minutes, Referral for Observation (RFO) notes and tracking, Individualized Education Plans (IEPs), lesson plans, Health Action Plans 					

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Year Five Updates:

Catholic Charities continues to use the ChildPlus Data Base to track health, mental health, disability, education, and family services provided to children and families during the program year. During this year, the Health Advisory Committee reviewed and clarified the expectations regarding health services requirements and enrollment procedures.

Teaching staff, the leadership team, and community partners met throughout the program year to do collaborative planning for each Head Start Classroom. This multidisciplinary team is composed of staff from all content areas. These informative meetings provide a strong consistent opportunity to review and discuss screening and assessment results for the children enrolled in the Head Start program and to develop strategies for continued learning opportunities. During this year, the team looked critically at documentation for this meeting and revamped the form and the process. The revised forms (based on program option) are saved in Child Plus, so all participants have access to the minutes and decisions.

For the 20-21 program year, at enrollment only 44% of the children were up to date with all preventative and primary health care. By the end of the program year, that number jumped to 88%. These services have been impacted by the pandemic, scheduling, center closures, and child attendance have all influenced our ability to promote these requirements. Health Services staff worked with teachers to remind and encourage them to complete their child's medical appointments.

Year Five Challenges:

We serve a significant number of families who are experiencing homelessness. For this program year, families who were experiencing homelessness when enrolled represented 30% of population being served. These families represent 30% of the children enrolled throughout the program year. It is often challenging to meet goals and objectives in the screening and health areas with vulnerable populations. This year, the Covid pandemic continued to add an additional barrier to service delivery. We have sporadically had to close classrooms / centers based on pandemic exposures, due to these changes in service schedules, obtaining documentation and completing screenings for these children required extra effort and attention. During this ongoing pandemic, we continued to work with all families to address individual barriers and identify resources to assist them in obtaining health services and documentation for their children. We have seen that especially dental care continues to be a lower priority for families.

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Year Five Impacts:

The health team developed parent handouts that specifically address the importance of ongoing, regular dental care for young children to share with families. They send reminders to parents when preventative medical and dental exams are due to encourage parents to schedule and complete these thereby keeping their child up to date on routine health care. The on-site nurses offered Q& A sessions so parents and staff could ask health related question regarding the children and/or adults in their household. This demonstrates staff dedication to helping families recognize the importance of ongoing, preventative health care and the overall well-being of their children and their family.

The health team continues to use a variety of avenues to reach out to families; they ensure all families received a check-in contact. Health staff provide reminders to parents for upcoming physicals and immunizations via in-person or virtual modes based on parent choice. During this program year, 17 families experiencing homelessness acquired housing during the program year. While our FSWs provide a wide range of resources and information to families throughout the program year, it is noteworthy that 84% of the enrolled families received emergency and/or crisis intervention such as meeting immediate needs for food, clothing, or shelter. Mental Health Consultants are able to complete in-person visits with parents on the playground or other nearby outdoor locations; they continue to offer virtual consultations as a safe way to check-in with families if requested.

Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children, building connections in the community to improve their own skills, and are engaged as their children’s first teacher to ensure children are ready to succeed in school.					
Goal 3 – Objective A	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Administer the Family Outcomes Assessment twice	See 2018-19	See 2019-20 Continuation	See	See 2021-22	See Below

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times during the program year to monitor the seven family outcomes within the Family and Community Engagement Framework	Baseline Application	Application	2020-21 Continuation Application	Continuation Application	
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Administered the Family Outcomes Assessment, assess and evaluate data to identify growth. • Encouraged all families to create a Family Partnership Agreement (FPA). • Provided information and resources for staff and families, identifying the seven family outcomes and our roles in family and community engagement. • Monitored resources and activities for families for each of the seven outcomes. 					
<p>Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • FPAs, ChildPlus reports, PIR, training documents, FOA data results. 					
<p>Year Five Updates:</p> <p>Catholic Charities continues to utilize the agency developed Family Outcomes Assessment (FOA). This tool is accessible and tracked through the ChildPlus Data Base. All Head Start Families have the opportunity to develop a Family Partnership Agreement (FPA). During the 2020-21 program year, 99% of enrolled families initiated the Family Partnership Agreement by completing the FOA.</p> <p>During the 2020-21 program year, 187 families completed the baseline assessment at the beginning of the year or soon after enrollment. The FSW worked with families to complete the final assessment and were able to complete the final assessment with 88% of the enrolled families.</p> <p>During this year plagued with a health pandemic, families indicated growth in all 18 areas. Demonstrating the highest confidence in personal safety and food / clothing security. Families identified the highest growth in promoting primary language, and marginal growth in the areas of housing, transportation, financial security, employment, nurturing relationships, child development knowledge, family education at home, school readiness, education & training, and transitions.</p> <p>During the first year of the pandemic, we saw significant job loss in our families. Unfortunately, this was seen again in the 2020-21 program year. At the beginning of the program year, 65% of the families reported at least one parent was working or enrolled in job training, unfortunately by the end of the program year, this number reduced to 42% working or enrolled in job training. On the flip side, at the beginning of the program year, 58% reported all adults in the household to be unemployed and not enrolled in job training, this number increased to 66% at the end of the program year.</p> <p>FSW worked closely with these families to locate job openings that aligned with parent skills and abilities. Our data shows that during the program year, 76 parents participated in either education or job training program.</p>					

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Our data demonstrates that 84% of parents enrolled in our program participated in at least one family service. The highest number of services provided included parenting skills curriculum, education on preventative medial and oral health, and education on nutrition.					
Goal 3 – Objective B	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide training, resources, and opportunities for 100% of Head Start families to increase their knowledge and skills to increase their child’s school readiness.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Provided parent training opportunities at all sites. • Invited family members to participate in the School Readiness committee. • Discussed School Readiness at Parent Conferences. 					
<p>Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Parent Meeting minutes, training certificates and agendas, FPAs, ChildPlus reports, FOA, transition meeting notes 					
<p>Year Five Updates:</p> <p>Home Visitors continue to work with families to collect data during in-person and virtual home visits and rely on parent observations of their children’s development to complete the TSG checkpoints. By analyzing videos and photos from families, staff glean data. Staff utilize an agency developed list of questions to ask parents questions to gather information to better complete the TSG checkpoint data collection process in a hybrid home visit model. These tools are also available for center-based teachers to utilize in data collection and facilitated parent conversations as needed to ensure completion of TSG checkpoints.</p> <p>Teaching staff continue to utilize recorded story times to encourage parents to facilitate learning at home. Activity ideas were provided to parents that promote math & literacy skills. Materials were provided to parents to support the activities. Teachers continue to reach out and connect with families during unplanned covid-related closures. Home Visitors recorded themselves or via live video described learning experiences and provided supplies to complete the activities.</p> <p>Mental Health consultants provided services in a hybrid model, in-person or virtual based on parent comfort level.</p> <p>Staff continually seek guidance and current information from a variety of sources – University of Colorado College of Nursing, Head Start Early Childhood Learning and Knowledge Center (ECLKC), American Academy of Pediatrics, Colorado Department of Child Care Licensure, Child Care Aware America, and the National Resource Center on Health & Safety. This</p>					

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information is shared among staff and with parents to keep everyone informed on current best practices during the ongoing pandemic.					
Goal 3 – Objective C	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide multiple opportunities to consistently engage families in Head Start.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Provided opportunities for parents to participate in Policy Committee and DGKHS Policy Council • Provided opportunities for families to engage in Head Start program services, both in the center and at home • Utilized Family Partnership Agreements to engage families in Head Start services 					
Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • Sign-in sheets, in-kind hours, Policy Committee minutes, ChildPlus reports, FPAs 					
Year Five Updates: <p>During the 2020-21 program year, parents had minimal opportunities to participate in activities at the center. These included Open House events, meet & greets with center and support staff, end of the year celebrations, and a special foster care parent support group. Each center identified opportunities for parents to participate in the day-to-day services – staying later at drop off time, coming early during pick-up time, etc.</p> <p>Other parent engagement activities included culture of wellness activities to complete at home, adopt a family, collaborating with community partners to engage families (i.e., El Sistema), online events like Cooking Matters, recorded story book time to be viewed at home, and connecting with public libraries.</p> <p>Teachers and FSWs provided tech support to parents on how to access TEAMS and Zoom, for video conferences. These platforms have been used to link parents with site staff in both formal and informal ways.</p> <p>Recognizing that having older children at home may impact the parents’ ability to participate in Head Start designated activities, the teachers helped parents gain understanding of how to connect with public school to get older siblings online opening time for parents to be present with their younger children.</p> <p>FSW assisted families with applying for adopt a family and connected families to community resources to secure coats for those in need. We did receive a large donation of child and adult coats that were distributed to children and families.</p> <p>To support families with transportation barriers, staff provided families with local bus tickets. These tickets can be used to bring children to school/socializations, to attend health appointments, and to follow-up on family referrals.</p>					

One interesting form of parent engagement that has continued because of revised pandemic practices is the connection between the teachers and the parents. Teachers meet parents at the end of the day during pick up time. These moments of exchange have provided a daily opportunity for the teacher and parent to connect, quickly review the day, discuss issues, address concerns, and highlight the positive. It is a wonderful daily contact opportunity.

Year Five Challenges:

We continue to strive to encourage full representation for all centers on the Policy Committee.

During the pandemic, our Policy Committee meetings continue to be held virtually. Documents are shared with representatives via email, these handouts are translated as needed. To ensure the ability to provide real-time interpretation, we utilize the Zoom virtual platform. Families struggle with multiple commitments; we recognize this and try to explore ways to meet their needs while encouraging participation and input. We arrange to have dinner delivered to their home on the night of the meetings, this is just one way to lighten their load and promote participation.

Year Five Impacts:

We continue to seek active engagement at both the delegate and grantee governance committee meetings. We recognize the positive impact that participation can have on the quality of services that we provide and the leadership skills that parents can develop from this opportunity.

During the ongoing pandemic, FSWs and teaching staff strived to meet the needs of enrolled families through coordination and teamwork.

When comparing contacts from last PIR (July 2018 to June 2019) to this program year (July 2020 to June 2021) there has been an 518% increase in collaboration, an 200% increase in emergency & crisis assistance, an 800% increase in staff meetings discussing family related issues. There was a decrease (75%) in routine family goals, we believe because staff spent the majority of their time working through crisis and problem solving with families. As families struggled to survive the pandemic and its devastating impact on their home life, routine self-sustainability and family improvement goals took a back seat to basic survival.

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Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents will work to improve their skills as advocates to ensure children are ready to succeed in school.					
Goal 4 – Objective A	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide inclusive, developmentally appropriate environments for 100% of Head Start children with IEPs.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Implement ECERS and CLASS observations to ensure high quality services for all children enrolled in the program • Implement Collaboration Planning meetings to assure multi-disciplinary teams meet children’s needs in the classroom 					
<p>Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • ECERS, CLASS, TSG, Collaboration Meeting minutes. 					
<p>Year Five Updates:</p> <p>Head Start teachers continue to participate in collaboration meetings with the Disabilities Coordinator, ECD Specialists, Mental Health Consultants, Site Supervisors and Family Service Workers and as appropriate, external consultants. Collaboration meetings provide opportunities for checkpoint discussions, individual assessments, IEP goals reviewed, data dives for individualization, transitions planned, and progress notes updated.</p> <p>In the Spring of the 20-21 program year, our CLASS averages were 6.62 in Emotional Support, 6.29 in Classroom Organization, and 2.51 in Instructional Support. In the Fall of the 21-22 program year, our CLASS averages were 6.42 in Emotional Support, 5.19 in Classroom Organization, and 2.78 in Instructional Support. The results of these observations were used to identify strengths and areas for improvement in each classroom. The Education Specialists/Coaches worked with the teaching staff to review individual scores, to recognize strengths, and to create strategies that enhanced the classroom environments and include teacher activities designed to improve CLASS scores.</p> <p>Instructional Support continues to be the area that was most impacted by the Covid-19, we think this is because Instructional Support is reflective of the teaching teams working together, these are skills that are developed over time and with coaching/mentoring intervention. During the pandemic, we have seen an increased staff turnover rate and the necessity to form teams based on staff availability, so teachers have had less time working together to practice and improve these skills as a teaching team and 2) children missing out on the opportunity to learn and grow in the classroom environment that develops over time with consistent attendance. To counter these impacts, the ESs provided individualized coaching to the teachers. We expected to see minimal growth in child growth and development due to reduced number of service days, the reduced number of service hours, and the lower attendance rate for most children. The ESs are coaching teachers to these issues, working specifically with young children and promoting their understanding of the new rules governing acceptable</p>					

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classroom interactions. These expectations are adapted to meet the developmental levels of the different age groups. ESs reviewed the CLASS scores with the teaching teams and have created strategies to enhance the classroom environments and activities to meet the needs of the enrolled children.

During the 2020-21 program year, TSG checkpoints were completed three times during the program year, in the Fall, Winter, and Spring. Administrative staff use the scores to design group training and individual staff professional development needs. The scores are also used to identify strategies to enhance the classroom learning environment and develop activity plans that promote children's learning. The checkpoint scores reflect high quality, inclusive programming designed to meet the children's diverse needs within the Head Start classrooms. Children with disabilities showed growth in their IEP goals as reflected in progress notes and collaborative planning notes.

During the ongoing pandemic, the Disability Coordinator worked with the teaching teams to ensure the classrooms were organized to assure children with disabilities could fully participate in the classroom in a safe and healthy way.

Goal 4 – Objective B	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Ensure that 90% of identified children receive timely evaluation and effective IEPs, as appropriate.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below

Activities or Action Steps to Meet Objective Above:

- Monitored and track all screening results and referrals to ensure timely responses and evaluations for all children as needed.
- Implemented training for all teaching staff, home visitors and family service workers to ensure knowledge and understanding of the RFO process.
- Collaborated with Sewall Child Development Center and Child Find to ensure accurate and timely evaluations and effective IEPs.

Data, Tools, or Methods for Tracking Progress Above:

- PIR, Collaboration Meeting notes, RFO tracking sheets, IEPs, ChildPlus

Year Five Updates:

Catholic Charities worked to ensure that all children receive developmental screenings within 45 days of enrollment and follow-up screenings and evaluations are completed as indicated. Head Start Teachers and the Disability Coordinator monitored and tracked all screening results and referrals to ensure timely responses and evaluations for all children as needed.

During the 2020-21 program year, 100% of the 17 identified children received timely evaluation. Catholic Charities collaborated with Sewall Child Development Center to ensure accurate and timely evaluations and effective IEPs for enrolled children as indicated.

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During the Covid pandemic, the Disability Coordinator worked with the teaching staff to contact parents of children with documented disabilities to assure they understood how to advocate for their children. This included reviewing timelines for ongoing developmental screening, and update IEPs within the established timelines.

Goal 4 – Objective C	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide ongoing support for staff and families to ensure high-quality services and increased school readiness for 100% of Head Start children with IEPs.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below

Activities or Action Steps to Meet Objective Above:

- Provide individualized, small group meetings with family members and teaching staff to review IEPs, goals and objectives, and track progress
- Ensure implementation of individualized activities on lesson plans, reflective of children's identified goals
- Complete family conferences with parents to ensure continuity of strategies and activities to meet the goals of children with IEPs

Data, Tools, or Methods for Tracking Progress Above:

- Training and TA plans; training agendas, evaluations, and certificates; TSG; family surveys; FPAs; ChildPlus reports; Transition Plan notes; family conference forms

Year Five Updates:

All Head Start teaching staff are provided training on strategies for individualization, the IEP process, establishing goals and monitoring children's progress, collaboration meetings, and Multi-tiered System of Supports (MTSS) process. Upon receiving an IEP, the Disabilities Coordinator reviews the recommended strategies and discusses the supports each child will need to be successful in the classroom so teaching staff are able to implement IEP goals and strategies with confidence.

Progress notes and checkpoint data were reviewed at collaboration meetings to ensure progress towards meeting IEP Goals. Teachers use the children's IEP goals for individualization in the classroom which is monitored by the Disabilities Coordinator in collaboration with the ECE Specialists. The Disability Coordinator worked with the teaching teams to ensure that classroom activities for children with IEP's were developmentally appropriate and promoted the areas of concern identified in the Individual Education Plan.

The Disabilities Coordinator is available to meet with the parents to review the IEP goals and supports to increase their knowledge and ability to implement strategies at home to support their child's school readiness skill development.

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Year Five Challenges:

The Disabilities Coordinator continued to actively work towards building the relationships with our partners to address issues and challenges with the Part C to Part B transitions for children enrolled in our programs. This is an ongoing effort due to changing staff and challenges with communication.

Year Five Impacts:

Children enrolled in Catholic Charities Head Start show growth towards their IEP goals as demonstrated through checkpoint data, progress notes, conversations with parents, and staff discussions during the collaboration meetings.

Outside vendors from Denver Mental Health worked individually with children in a safe & healthy way; this work is limited by covid restrictions. While we have been able to allow some outside vendors to come into the classroom to complete therapies, we continue to utilize the Swivl robot for individual classroom and child observations. Class observation can be viewed via streams and reviewed by teachers, specialists, and directors.

Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family, and community engagement across all levels of Head Start programming.					
Goal 5 – Objective A	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Continue to enhance the implementation of ChildPlus to ensure efficiency and increase program quality.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Provide ongoing training and technical assistance for staff regarding ChildPlus to increase knowledge and understanding of the system and higher efficiency for the program. • Continue to define systems and responsibilities for data input to ensure accurate reports and program information. 					

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<ul style="list-style-type: none"> • Increase program supports to utilize the ChildPlus capabilities and capitalize on the program’s ability to increase efficiency and accuracy. 					
<p>Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • PIR, family surveys, monitoring events, staff surveys, ChildPlus reports. 					
<p>Year Five Updates:</p> <p>During this program year multiple training opportunities were provided to increase knowledge and implementation of the ChildPlus Data Base. We utilize this system to track teacher qualifications, developmental screening, home visitation, coaching, and health services. Administrative staff continue to gain more knowledge in overall reporting and data tracking to enhance system usage. We began contracting with a Child Plus consultant to better understand the system and ways it can meet our needs for data collection and reporting. Each specialist is working with the consultant to address the needs of their specific content area.</p> <p>We were able to upgrade the tablets for the classroom to better facilitate the implementation of electronic tracking for attendance and meal service tracking. The Family Outcomes Assessment continues to be implemented within the ChildPlus system, with pre- and post-data collected from parents annually.</p>					
Goal 5 – Objective B	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Ensure that financial management and operational systems are efficient and effective.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
<p>Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Provide ongoing training for staff and governing bodies to ensure knowledge and understanding of the fiscal management system. • Work in collaboration with the fiscal department to maintain communication and accuracy in all fiscal reports. • Work collaboratively with the fiscal department, governing bodies, and senior management to develop and implement an accurate and efficient budget for Head Start programming. 					
<p>Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Annual reports, PIR, monitoring events, audit results, training agendas and evaluation. 					
<p>Year Four Updates:</p> <p>Catholic Charities provided training for the Policy Committee and the ECE Committee on fiscal management to increase their knowledge of the Head Start grant cycle and the budget.</p> <p>We enhanced the monthly reporting to the Policy Committee based on their feedback, providing a more detailed report in addition to the monthly financial statement. Meeting agendas and supporting documents are emailed to committee members. All documents are available for the ECE committee to review through the TEAMS platform.</p> <p>Since March 2020, all meetings have been held virtually through TEAMS.</p>					

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The accounting department continues to provide training for the ECE Leadership Team and the Site Supervisors on the financial management system and budget information to ensure accuracy in fiscal reports and tracking of the Head Start grant budget.					
Goal 5 – Objective C	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Maintain a meeting structure that will ensure communication with all levels of program staff.	See 2018-19 Baseline Application	See 2019-20 Continuation Application	See 2020-21 Continuation Application	See 2021-22 Continuation Application	See Below
Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Schedule and implement multi-level meeting structure to ensure ongoing communication. Provide training and technical assistance for staff on roles and responsibilities including ongoing supervision. 					
Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Meeting minutes, staff surveys. 					
Year Five Updates: Catholic Charities ECE/Head Start has implemented a meeting structure to ensure ongoing communication and information sharing throughout the program. Technical Assistance for all levels of our staff is provided through coaches, ECE Specialists, Site Supervisors, and the ECE Leadership team. Topics include but not limited to Human Resource issues, Disability Services, Mental Health, annual licensing requirements, TSG, and CLASS. Staff training was provided throughout the year in small group, large group, and individual models. Professional Development Plans are developed and reviewed regularly with all teaching staff to assure ongoing education and skill development with coaching available through our Coaching Plan.					

Year Five Challenges:

Catholic Charities is committed to utilizing technology to document service delivery and is continually evaluating the system and creating new implementation plans to increase our capacity efficiently and effectively. The ongoing implementation of a comprehensive data base is challenging and rewarding. The time to explore within the system, develop an implementation plan and train staff can be a challenge. As we increase the number of devices utilizing the

internet system at the sites, we are faced with the additional cost of upgrading to meet that demand.

Year Five Impacts:

The ChildPlus Data Base has increased our capacity and accuracy with enrollment, attendance, education services, and collecting data for the Program Information Report. It also serves as an ongoing recordkeeping system for children who are enrolled for multiple program years.

The ECE Executive Director meets with Finance team regularly to review financial statements. These are reviewed during the ECE Committee Meetings and at the Agency Board of Directors meetings. ECE Specialists and site staff identify needed classroom materials and supplies and ensure purchases align with ECE best practices.

ECE Executive Director and Leadership Team meets with DGKHS throughout the program year to discuss service delivery and review budgets. Communication between ECE Leadership Team, Finance, Human Resources, and Catholic Charities Senior Leadership is demonstrated through monthly meetings, emails, and committee minutes.

Catholic Charities ensures administrative costs do not exceed 15%. The most recent annual audit did not identify any areas of non-compliance.

DGKHS provides ongoing training on health, education, & family services.

2. Explain how your program's School Readiness Goals align with the "Head Start Early Learning Outcomes Framework: Ages Birth to Five".

For the 2022-2023 grant year, Catholic Charities (CC) did not make changes to the existing school readiness goals. We approach school readiness goals as a continuum of learning for children ages birth to five. CC uses the Creative Curriculum, an evidence-based curriculum that serves as the foundation for our ECE program. CC uses the Teaching Strategies Gold online

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child outcomes assessment system three times a year to collect information about children's development in combination with information gathered from parents and families at family conferences two times a year, and at home visits two times a year. Classroom teachers use daily observations and TSG classroom data reports to gather data on their group and individual children. This information, along with the information gathered from families, is used in individualized lesson planning for each child in all classrooms. Teaching Strategies Gold is aligned with the Results Matter Initiative at the Colorado Department of Education. At the administrative level, reports are analyzed to help guide in training topics, supervision and monitoring, classroom materials, and for other decision-making purposes.

CC utilizes iPads in all Head Start classrooms to better document children's growth and development. In addition, the Classroom Assessment Scoring System (CLASS) is used as an assessment tool to evaluate the interactions between students and teachers. The CC ECE program worked with the Colorado Department of Education's Results Matter Initiative and Teaching Strategies Gold to ensure the successful transition to, and implementation of, these tools. These systems allow the program to gather more meaningful data and to utilize this information for program planning. Teachers are now able to run reports such as the Class Profile report with no time delay to better individualize for children and their classrooms. Supervisors can see what is happening for every child and classroom and provide feedback in a timely fashion. Program planning is more meaningful, and reports help to guide program goals. CC has collaborated, and will continue to do so, with the other Delegate Agencies within DGKHS. ECE Specialists will continue to work with staff to ensure data is being collected and utilized.

Catholic Charities Head Start Teachers screen all enrolled children using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional Screening Tool. As stated earlier, teachers use the nationally recognized Creative Curriculum to help guide their

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daily planning. This curriculum is CC's foundation to plan and implement a developmentally appropriate classroom. Parents are invited to participate in the lesson planning during education virtual home visits and conferences. ECE Specialists monitor weekly lesson plans that are posted in each classroom. They provide feedback to the teaching teams.

CC works with families of many diverse cultures. We recognize the importance of respecting differences and realize the importance of each child's culture and the impact it has on their life. A quote from the Creative Curriculum speaks volumes: "In a Creative Curriculum classroom, whatever is real to these children and their culture is what you will find. For this reason, no Creative Curriculum classroom is exactly like any other. And no one program looks the same from year to year." CC teaching staff are aware of the diversity of the children in their classrooms and incorporate lesson planning that is reflective of the child's family and home life. With these resources, along with daily observations and parent feedback, teachers develop and implement individual lesson plans for the children in their classrooms. The School Readiness Goals are also posted in the classrooms and parents receive a school readiness handout identifying our goals. CC uses these goals to ensure that there is an ongoing plan for implementing school readiness activities.

CC's ECE program goals, curricula, screenings, and assessment tools align with the Head Start Early Learning Outcomes Framework, the state Standards of Instruction for Pre-Kindergarten and with the requirements and expectations of the local schools.

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Sub-Section B: Service Delivery**1. Service and Recruitment Area**

There are no updates or changes in this area.

2. Needs of Children and Families

There are no updates or changes in Needs of Children and Families.

3. Proposed Program Options and Funded Enrollment Slots

There are no updates or changes in Proposed Program Options or Funded Enrollment Slots.

Center Name	Neighborhood	Enrollment Slots	Option
Annunciation	Cole	16 CB	Full Day
Child Development Center	SunValley	16	Full Day
		27	Extended Day
Garfield	Westwood	16 CB / 10 HB	Full Day
Kentucky	Westwood	32 CB / 10 HB	Half Day
Margery Reed Mayo	Five Points	16	Full Day
		26	Extended Day
Mariposa	South Lincoln Park	30	Extended Day
Quigg – Newton	Sunnyside	32 CB	Extended Day
Total Funded Head Start Slots		231	

4. Centers and Facilities

There are no updated or changes to centers and facilities.

5. Eligibility, Recruitment, Selection, Enrollment, and Attendance

The ongoing covid pandemic has affected this area of service delivery. Our Family Service Workers (FSW) continue to reach out to families to determine eligibility. We have expanded our recruitment efforts to include utilization of community events, reaching out to community

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partners, utilizing cash awards for referrals from parents and staff, and utilizing DGKHS as in integral partner for recruitment strategizing.

We made no changes to selection or enrollment procedures during this program year. We continue to work with families to establish clear consistent attendance expectations. Due to the pandemic, families answer a symptom questionnaire prior to dropping their child off at the center and masking with social distancing is still a requirement during drop-off and pick-up.

Unreported absences are follow-up with a phone call from the FSW and reasons for absences are log in Child Plus and tracked to identify trends and/or ongoing issues.

6. Education and Child Development

For the 2022-2023 grant year, Catholic Charities (CC) did not make changes to the existing school readiness goals. We implemented a robust coaching and mentoring plan, identifying a mentor/coach leader who will work with new ECE Specialists to assure high quality Practice Based coaching model implementation. We have identified a team of staff who participated in the PBCIA training and continue monthly practice based coaching implementation meetings. We promote coaching/mentoring for all staff in all positions and use PBC as a model for implementation.

7. Health

We adapted our organizational chart to include a nutritionist. This person will be responsible for CACFP implementation, monitoring, and providing feedback to the meal vendor and the staff.

We hired a new Health Coordinator who will be reviewing current procedures and bringing recommendations to the Leadership Committee as indicated.

8. Family and Community Engagement

There are no updates or changes in Family Engagement.

9. Services for Children with Disabilities

We were finally able to revise our Visitor Procedure and align DEC covid recommendations.

Due to the pandemic, visitors have not been allowed in the classrooms since June 2020.

Children with disabilities often need specialized services that a therapist can best provide, these revisions allowed us to implement a strict policy regarding outside visitors in the classroom that aligns with covid best practice recommendations from the Department of Early Childhood.

10. Transition

We typically invite children to visit the classroom prior to transitioning from one class to another. The covid pandemic halted that practice. During this program year, we were able to adapt that so the child and their parent can visit the empty classroom prior to or after the class day. The child now has the opportunity to meet their new teacher and at least see their new classroom before transitioning. Staff take precautions to clean and sanitize before and after each transition visit.

11. Services to Enrolled Pregnant Women

There are no updates or changes in Services to Pregnant Women.

12. Transportation

There are no updates or changes in Transportation.

Sub-Section C: Governance, Organizational, and Management Structures

1) Governance

We are not making any changes to our governance structure for the 2022-2023 program year.

We were able to complete some in-person meetings during the 2021-22 program year.

However, due to the pandemic surges and revised restrictions on group gatherings, we returned to holding virtual governance meetings. For all three governance committees – Board of Directors, ECE, and Policy Council, we provide access to agendas, meeting minutes, and documents through the TEAMS platform.

Our Policy Committee continues due to the covid pandemic to be unable to meet as a group due to pandemic restrictions, we provide dinner delivery to each representative that attends the meeting virtually.

2) Human Resources

We made the following changes to our Human Resource practices.

In accordance with licensing procedures, we continue to revise and improve the comprehensive background check for staff who have not lived in Colorado for the last five years. Working in conjunction with the Department of Early Childhood, we connect with other states where the applicant has lived and seek to obtain the licensing required background check for those states as well as what the state of Colorado requires. All background checks from all states where the applicant resided in the past five years must be obtained and submitted to the state of Colorado for final review and verification before the new employee can be left alone with children. We have initiated a strong working relationship with the Bureau of Background Investigation to meet this new requirement.

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To improve the storage of Department of Early Childhood Child Care Licensing required documents, we are moving towards an electronic filing system. All required documents except background checks will be saved in the file for each employee. With staffing challenges, we have needed to move staff between classrooms to ensure qualified staff coverage, the electronic file allows all Site Supervisors to have access to required documents and remain in compliance with licensing. We will continue to follow the Department of Justice requirement to secure Criminal History and background checks in a separate, secure location at the site for the frontline staff.

As a result of an ongoing monitoring, we continue to review and implement a background and onboarding process that evolves to meet the state and federal updates. This year we focused on preemployment background checks and refining our onboarding processes from interviewing through orientation.

Covid 19 policy changes – we are currently analyzing how the Federal vaccine mandate affects our program. While the federal mandate does require vaccination of all employees, it does allow for medical and religious exemptions. The HR team is currently reaching out to any employee who had not completed the vaccine questionnaire and to those who need to submit medical documentation. At this time, we are not requiring any documentation regarding religious exemption besides just the questionnaire.

Effective 11/8/21, all employees regardless of vaccination status, working at or visiting any Catholic Charities location must wear a mask/face covering and practice social distancing. Masks are made available to all staff at each location.

We revised our new employee background check procedure to include fingerprinting as required prior to a formal offer for an ECE position.

3) **Program Management and Quality Improvement –**

We have made the following changes to our management systems.

- *ACF-PI-HS-21-03 FY 2021 American Rescue Plan Funding Increase for Head Start Program. Public Law 117-2, the American Rescue Plan Act, 2021 (ARP), into law on March 11, 2021. The \$1.9 trillion American Rescue Plan includes \$1 billion for Head Start programs. All Head Start, Early Head Start, and Early Head Start-Child Care (EHS-CC) Partnership grantees are eligible to receive additional funds proportionally based on funded enrollment levels. We applied for and received this funding.*
- *ACF-PI-HS-21-04 Office of Head Start (OHS) Expectations for Head Start Programs in Program Year (PY) 2021–2022 This Public Instruction outlined the expectation for programs to work toward full enrollment and in-person comprehensive services. The instruction outlined the definitions of remote and virtual programming and timelines for programs to strive full enrollment and providing in-person comprehensive services for all enrolled children, regardless of program option. We have a Covid Task force that meets at least monthly to review current covid restrictions and best practices. We gradually increased our enrollment numbers over the program year, arriving at full enrollment opportunities in October 2021. We have adapted recruitment strategies in an effort to meet full enrollment and we continue to adapt service delivery to increase in-person comprehensive services. Head Start children enrolled in CC ECE full day classrooms have the opportunity to attend classes five days per week for 6.5 hours per day. We continue to have two part-day classrooms that serve children four days per week for 3.5 hours per day.*

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- *ACF-PI-HS021-02 Head Start Center-Based Service Duration for 45% of slots. By August 1, 2021, each Head Start program must provide at least 1,020 annual hours of planned class operations over the course of at least 8 months per year for at least 45 percent of Head Start center-based funded enrollment or submit a request for a waiver of this requirement. We currently meet this requirement for 85% of our center-based enrollment.*
- *ACF-HS-21- Head Start Funding Increase. This Program Instruction (PI) provides information about the FY 2021 COLA, quality improvement funding for Migrant and Seasonal grantees, and the supplemental funds available to support grantees' continued response to COVID-19. It makes brief mention of the application requirements, but more details will be forthcoming. We used this funding for staff COLA, to increase staff salaries to match the Colorado minimum wage requirement, and to continue to provide high quality services during the Covid-19 pandemic.*
- *ACF-HS-PI-20-07 Interim Final Rule on Flexibility for Head Start Designated Renewal in Certain Emergencies. This new section to the Head Start Program Performance Standards, 45 CFR §1304.17, establishes parameters by which OHS may make designation renewal determinations when certain federally declared disasters or emergencies prevent collection of all data normally required for making such determinations. This Program Instruction did not pertain to DGKHS; therefore, it did not apply to Catholic Charities Head Start program.*
- *ACF-HS-PI-20-06 Administrative Simplification for Consolidating Head Start Grants Including EHS Child Care Partnerships. This instruction expands on ACF-PI-HS-19-02 by providing an additional option for consolidation. The option is intended primarily for*

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grantees that have both a traditional Head Start or Early Head Start grant and an Early Head Start-Child Care (EHS-CC) Partnership grant. This program instructions do not apply to Catholic Charities Head Start program.

- *ACF-HS-PI-20-05 Final Rule on Designation Renewal System Changes. This final rule includes revisions to three of the seven conditions of the DRS: the deficiency condition, the condition related to the Classroom Assessment Scoring System (CLASS®), and the fiscal condition related to audit findings. These changes will ensure OHS identifies those grantees where competition is the most warranted and more effectively holds grantees accountable, while also making the DRS more transparent. We have reviewed this program instruction and support the removal of the 10% CLASS criterion. We are aware of how this instruction might impact on our next federal review visit and believe we are operating within the guidelines indicated.*
- *ACF-HS-IM-21-05 Supporting the Wellness of All Staff in the Head Start Workforce. This Information Memorandum identified ways that Head Start Programs can support their staff. Seven Items were specifically identified to promote staff wellness.*
 1. *Prioritize Staff Wellness.* We implemented ECE Live Events that provide recognition to staff for their personal and professional accomplishments.
 2. *Promote Staff Wellness.* Our HR department has provided clinics for staff where they can obtain a covid vaccination or flu shot at no cost.
 3. *Program Culture promotes child mental health, social-emotional development.*

All ECE staff received training on Conscious Discipline to better understand social-emotional development of young children and how to promote learning in the classrooms, during home visits, and how to support parents at home.

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4. *Follow Safe Practices for all Staff and Consultants.* We have a Covid Task force that meets monthly to review new guidelines, connect with other service providers, and determine best practices for our program. Adaptations are made to provide the best level of services to enrolled children and their families.
 5. *Foster Work Environment.* We utilized the one-time ARP funding to provide staff retention incentives to all currently enrolled staff. We also strongly advocated for staff incentives funded through Denver Preschool Program for Home Visitors and ECE support staff.
 6. *Mental Health and Wellness supports available.* Catholic Charities has an EAP program for staff to utilize to secure mental health services as needed. We have MH counselors that work with children in our program and their families and also make their services available to staff on an informal basis designed to meet the individual needs of the person.
 7. *Program promotes staff wellness through written procedures and personnel policies.* We have agency written personnel policies and procedures that outline staff rights and chain of command to voice concerns. All staff receive training during orientation and annual receive an updated Personnel Manual.
- *ACF-IM-HS-21-04 Terminology Changes.* The Office of Head Start (OHS) is updating terms used in official documents, correspondence, and other communications to align with terminology used in 2 CFR Part 200 and 45 CFR Part 75. These changes are part of a concerted effort encouraging consistency across all U.S. Department of Health and Human Services agencies, where applicable. While the overall process will be gradual,

EXHIBIT A

recipients can anticipate seeing new terms immediately. We are aware of these changes.

- *ACF-IM-HS-21-03 Fiscal Year 2022 Monitoring Process for Head Start & Early Head Start Programs. Sec. 641A of the Improving Head Start for School Readiness Act of 2007 requires the Office of Head Start (OHS) to implement ongoing monitoring of all programs receiving federal funds. In FY 2022, OHS will resume on-site monitoring reviews and Classroom Assessment Scoring System (CLASS®) reviews. In addition to outlining the status of monitoring reviews in FY 2022, this Information Memorandum reiterates updates to the CLASS® condition within the Designation Renewal System (DRS), including the creation of quality thresholds for each domain of the CLASS®. The Leadership Team is aware of these revisions.*

Due to the pandemic limitation on group gatherings, this team continues to meet via TEAMS platform. We scheduled several in-person meetings but due to covid surges were unable to accomplish this desire to meet. We will continue to monitor and follow health and safety guidelines regarding group gathering through the 2022-2023 program year.

Our Annual Report demonstrates the quality of services that we provide to children and their families. This EHS program did not receive any corrective action items during this program year. There are no outstanding compliance issues in either non-compliance or deficiencies. We had no safety issues or audit findings during the 20-21 program year.

SECTION II. BUDGET AND BUDGET JUSTIFICATION NARRATIVE

Standards for Financial Management Systems (Government Grants)

In accordance with OMB Super Circular, *Uniform Administrative Requirements*, Catholic Charities and/or its associated entities maintains a financial management system that provides for the following. Specific procedures to carry out these standards are as follows:

1. Accurate, current, and complete disclosure of the financial results of each Federally sponsored project or program in accordance with the reporting requirements of OMB Super Circular and/or the award.
2. Records that identify adequately the source and application of funds for Federally sponsored activities. These records will contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
3. Effective control over and accountability for all funds, property, and other assets. Catholic Charities and/or its associated entities will adequately safeguard all such assets and ensure they are used solely for authorized purposes.
4. Written procedures to minimize the time elapsing between the transfer of funds to Catholic Charities and/or its associated entities from the U.S. Treasury and the issuance and redemption of checks, warrants, or payments by other means for program purposes by the recipient.
5. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.
6. Accounting records including cost accounting records that are supported by source documentation.

Physical and Logical Controls

A lock is maintained on the door leading to the Administrative Offices, including the Accounting Department, located on the second floor of 6240 Smith Road. This door is closed and always locked. Card keys are provided to accounting personnel, the President/Chief Executive Officer, and other personnel as approved by the President/Chief Executive Officer.

In addition to accounting and financial data stored in the Accounting Department, other sensitive data, such as social security numbers of employees or clients, etc. may be stored in areas other than the accounting department, such as in Human Resources. Therefore, Catholic Charities and its associated entities:

1. Minimizes the storage of sensitive data outside the Accounting Department by shredding documents with such data or deleting the sensitive data from documents that are stored outside the Accounting Department whenever possible; and
2. Requires that all sensitive data that is stored in areas other than the Accounting Department is secured in locked filing cabinets that are placed in offices or closets that are locked after hours.

Grant Management

Catholic Charities recognizes that as a recipient of Federal funds, it is responsible for compliance with all applicable laws, regulations, and provisions of contracts and grants. To ensure that Catholic Charities meets this responsibility; the following policies apply with respect to every grant or contract received directly or indirectly from a federal agency:

1. For each Federal award, an employee within the department or entity responsible for administering the award will be designated as "grant manager."

EXHIBIT A

2. Each grant manager shall attend a training on grant management prior to beginning his/her role as a grant manager. Thereafter, all grant managers attend refresher/update courses on grant management every two years.
3. The grant manager takes the following steps to identify all applicable laws, regulations, and provisions of each grant and contract:
 - a. Reads each award and prepares a summary of key compliance requirements and references to specific laws and regulations.
 - b. Reviews the OMB Super Circular Compliance (updated annually) published by the Office of Management and Budget (OMB) for compliance requirements unique to the award and for compliance requirements common to all Federal awards.
 - c. Reviews the section of the Catalog of Federal Domestic Assistance (CFDA) applicable to the award.
 - d. Communicates grant requirements to those who will be responsible for carrying them out or impacted by them.
4. Notifies the Accounting Department to forward copies of applicable laws and regulations (such as OMB Circulars, pertinent sections of compliance supplements, and other regulations).
5. Identifies and communicates, or has the Accounting Department identify and communicate, any special changes in policies and procedures necessitated by Federal awards as a result of the review of each award.
6. Takes all reasonable steps necessary to identify applicable changes in laws, regulations, and provisions of contracts and grants by reviewing subsequent grant and contract renewals,

EXHIBIT A

reviewing annual revisions to the OMB Super Circular and communications with Federal awarding agency personnel.

7. Informs the independent auditors of applicable laws, regulations, and provisions of contracts and grants, and communicates known instances of noncompliance with laws, regulations, and provisions of contracts and grants to the auditors.

Catholic Charities prepares and submits financial reports as specified by the financial reporting clause of each grant or contract award document. Preparation of these reports is the responsibility of the Director of Financial Analysis, subject to review and approval by the Chief Financial Officer.

The following policies apply to the preparation and submission of billings to Federal agencies under awards made to Catholic Charities:

1. Catholic Charities requests reimbursement after expenditures have been incurred unless an award specifies another method.
2. Each award normally specifies a particular billing cycle. Therefore, a schedule is established for each grant and contract to ensure that reimbursement is made on a timely basis along with any other reporting that is required in addition to the financial reports.
3. Requests for reimbursement of award expenditures will use the actual amounts as posted to the general ledger as the source for all invoice amounts. Additional subsidiary ledgers and reports may be required by the funder. If additional ledgers or reports are required, this additional source will be reconciled to the general ledger.
4. All financial reports required by each Federal award are prepared and filed on a timely basis and in accordance with requirements of the funder. To the extent Catholic Charities' year-end audit results in adjustments to amounts previously reported to Federal agencies, revised reports are prepared and filed in accordance with the terms of each Federal award.

Cost Allocation Plan

Occupancy costs are allocated to each cost center based on the square footage that each cost center occupies. This allocation is posted monthly based on actual occupancy costs. Other miscellaneous direct costs, such as program supplies, staff training, and mileage reimbursements, are allocated based on the amount of each expense that directly benefits a particular cost center.

EXHIBIT B**Budget/Budget Narrative for Head Start/Early Head Start Grant Term: July - June**

Budget Category	Head Start Base Funding	Head Start Non-Federal Share	Early Head Start Base Funding	Early Head Start Non-Federal Share	Total Per Category
Staff Salaries <i>Narrative: Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, a portion of the teacher assistants, teachers, family service workers, and the HS Director salaries that are not covered by HS funds. These costs are paid for by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.</i>	\$981,521.00	\$245,380.25	\$70,811.00	\$17,702.75	\$1,315,415.00
Benefits <i>Narrative - The fringe benefits associated with the above salaries and paid by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.</i>	\$265,010.67	\$66,252.67	\$19,118.97	\$4,779.74	\$355,162.05
Program Supplies/Materials <i>Narrative - Office Supplies - used to furnish supplies for offices, ten Family Service Workers offices, teacher offices, and 4 administrative offices. Child and Family Supplies - will supply 6 sites with educational materials. Other Supply - includes janitorial supplies, health supplies, and supplies for children with disabilities</i>	\$34,000.00	\$2,578.00	\$2,320.00	\$580.00	\$39,478.00
Rent (if applicable) <i>Narrative - A large percentage of these costs are incurred at all of our sites except Margery Reed, some of the cost is offset by parent fees but some will have to be dedicated to rent, including at Quigg Newton the newest of the sites</i>	\$30,120.00	\$7,530.00	\$2,880.00	\$720.00	\$41,250.00
Utilities <i>Narrative - Utilities, Telephone- telephone, fax, DSL lines and utilities: A large percentage of these costs are incurred at Margery Reed and the Child Development Center and paid for by parent fees at the large sites.</i>	\$26,000.00	\$1,000.00	\$1,000.00	\$250.00	\$28,250.00

EXHIBIT B

Local Travel <i>Narrative - Local Travel-mileage reimbursement for staff, based on current spending patterns</i>	\$4,216.75	\$0.00	\$170.00	\$42.50	\$4,429.25
Parent Services <i>Narrative - covers the costs for parent committee meetings and Policy Committee meetings. Each of our six sites holds parent meetings once a month. Policy Committee meets 10 times a year. Costs include food, babysitting, translation, and transportation.</i>	\$10,200.00	\$2,550.00	\$2,300.00	\$575.00	\$15,625.00
Technical Training and Staff Development <i>Narrative: Technical Training and Staff Development: from program operations funds to support professional development with a focus on having Assistant Teachers reach the qualification mandates. Also, to support staff in furthering their academic development and out of town travel</i>	\$8,678.00	\$6,169.50	\$4,799.00	\$1,199.75	\$20,846.25
Other <i>Narrative - Children's activities & Janitorial Services</i>	\$21,567.50	\$5,391.88	\$3,662.75	\$915.69	\$31,537.81
Indirect Costs <i>Narrative - Catholic Charities' indirect cost rate is 20.4%.</i>	\$281,788.04	\$0.00	\$21,840.59	\$0.00	\$303,628.63
Insurance <i>Narrative - Part of the property & liability insurance at the Child</i>		\$2,000.00		\$0.00	\$2,000.00
Nutrition Services (Meals) <i>Narrative - Part of the costs incurred in providing meals to children and education staff that is not reimbursed by the Child and Adult Food Program, supplied by Catholic Charities.</i>		\$20,000.00		\$0.00	\$20,000.00
Volunteers <i>Narrative - The value of volunteer time in Colorado per hour is \$25.97 and we estimate that parents and community members will spend 771 hours volunteering = \$20,000</i>		\$56,924.00		\$5,460.00	\$62,384.00
Totals	\$1,663,102	\$415,776	\$128,902	\$32,225	\$2,240,006



2022-2023

July 2022

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August 2022

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September 2022

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April 2023

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May 2023

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June 2023

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25	26	27	28	29	30	31

EXHIBIT C



Teacher in-Service (no school for students)



Holidays



First and Last Day of School

Denver Great Kids Head Start - Program Year 27 Report Schedule

EXHIBIT D

REPORT TYPE	NAME AND DESCRIPTION	DUE DATE	RESPONSIBLE PARTY	DELIVERY METHOD
ENROLLMENT	Comprehensive Template	5th of Every Month	Cross-Content Areas	Data Connector
ATTENDANCE	Attendance Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
PHYSICAL HEALTH	Comprehensive Template	5th of Every Month	Health Coordinator	Data Connector
Marion Downs Referrals	Marion Downs Referral Template	Oct, Jan, April, July	Health Coordinator	Denverheadstart@denvergov.org
MENTAL HEALTH	Mental Health Template	10th of Every Month	Mental Health Contact	Data Connector
DISABILITIES	Disabilities Template	10th of Every Month	Disabilities Contact	Data Connector
FAMILY SERVICES	Comprehensive Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
FAMILY SERVICES	FPA's, Strength and Needs	JAN 15th		Data Connector
FAMILY SERVICES	Recruitment Template	5 th of Every Month		Data Connector
EDUCATION	Raw TSGOLD data	Fall, Winter, Spring	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	Data Connector
EDUCATION	Coaching Logs	10 th of Every Month	Education Coordinators	Denverheadstart@denvergov.org
FINANCIAL	Invoice - Variance Report, General Ledger Detail, GL Summary, and receipts for purchases >\$1K	21st of Every Month		Denverheadstart@denvergov.org
FINANCIAL	USDA Reimbursement Report	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		Denverheadstart@denvergov.org
FINANCIAL	Admin and Developmental Costs	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	Program Budget PY28 July 2023 to June 2024	Annually, FEB 10 2023		Denverheadstart@denvergov.org
FINANCIAL	Single Audit Report	Annually, MAR 2023		Denverheadstart@denvergov.org
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2023		Denverheadstart@denvergov.org
FINANCIAL	Certificate of Insurance PY 28 July 2023 to June 2024	Current at time of contract - Annually, MAR 1 2023		Denverheadstart@denvergov.org
FINANCIAL	Budget Projection	November 2022 and March 2023		Denverheadstart@denvergov.org
GRANTOR ADMIN REPORTS	Monitoring Reports/ Plans	ONGOING		Delegate Head Start Director
GRANTOR ADMIN REPORTS	Policy Council Minutes	Last Business Day of Month Following Meeting	DGKHS Office Manager	Delegate Head Start Director
DELEGATE ADMIN REPORTS	Self-Assessment	JAN 31st	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Personnel Report	Last Business Day of Every 3 Months	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director



Early Childhood Education Programs Head Start and Early Head Start Locations

Child Development Center

(Full Day Child Care, Head Start, 6 ½ hr Head Start, Early Head Start, Colorado Preschool Program & Denver Preschool Program)

1155 Decatur Street
Denver, CO 80204
Phone: 720-799-9440
Ages Served: 6 weeks – 5 years
Days Served: Monday – Friday
License #: 6437

Margery Reed Mayo Day Nursery

(Full Day Child Care, Head Start, 6 ½ hr Head Start, Early Head Start, Colorado Preschool Program & Denver Preschool Program)

1128 28th Street
Denver, CO 80205
Phone: 720-799-9423
Ages Served: 6 weeks – 5 years
Days Served: Monday – Friday
License #: 26431

Mariposa

(Full Day Child Care, Head Start, Early Head Start, Colorado Preschool Program & Denver Preschool Program)

1240 W.10th Avenue
Denver, CO 80204
Phone: 720-799-9456
Ages Served: 6 weeks – 5 years
Days Served: Monday – Friday
License #: 1668955

Garfield Head Start

(6 ½ hr, Part-year)
872 S. Knox Court
Denver, CO 80219
Phone: 303-922-9885
Ages Served: 3 – 5 years
Days Served: Monday – Friday
License #: 27354

Kentucky Head Start

(Half-day/Part Year)
852 S. Knox Court
Denver, CO 80219
Phone: 303-935-9453
Ages Served: 3 – 5 years
Days Served: Monday – Friday
License #: 1504209

Annunciation Head Start

(6 ½ hr /Part-year)
3536 Lafayette Street
Denver, CO 80205
Phone: 720-799-9486
Ages Served: 3 – 5 years
Days Served: Monday – Friday
License #: 1691234

Head Start Home Based Option

(Weekly Home Visits/ Year-around -Office located at Harlan location)
4704 Harlan St. # 550
Denver, CO 80212
Ages Served: families with children 3 – 5 years old

Early Head Start Home Based Option

(Weekly Home Visits/Year- around – Office located at Kentucky Head Start)
852 S. Knox Court
Denver, CO 80219
Phone: 303-935-9453
Ages Served: families with children birth – 3 years

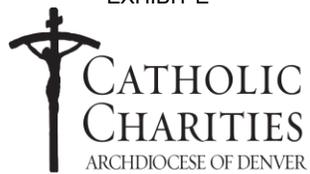
EHS Prenatal Program

(Office located at Harlan location)
4704 Harlan St # 550
Denver, Co 80212
Ages Served: Schedule individually tailored based upon client needs/desires

Quigg Newton

(Full Day Child Care, Head Start, Early Head Start, Colorado Preschool Program & Denver Preschool Program)
4440 Navajo St.
Denver, Co. 80211
Phone: 720-799-9496
Ages Served: 6 weeks – 5 years
Days Served: Monday – Friday
License #: 37410

EXHIBIT E





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way Suite 700 Centennial CO 80111	CONTACT NAME: Kelly Coyle PHONE (A/C, No, Ext): 303-889-2542 FAX (A/C, No): E-MAIL ADDRESS: Kelly_Coyle@ajg.com														
INSURED ARCHOFD-01 Catholic Charities and Community Services of Denve 6240 Smith Road Denver, CO 80216	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td>INSURER B : Underwriters at Lloyd's London</td> <td style="text-align: center;">15792</td> </tr> <tr> <td>INSURER C : Princeton Excess & Surplus Lines Ins Co</td> <td style="text-align: center;">10786</td> </tr> <tr> <td>INSURER D : Lloyd's Syndicate 2623</td> <td></td> </tr> <tr> <td>INSURER E : Old Republic Union Insurance Company</td> <td style="text-align: center;">31143</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : Underwriters at Lloyd's London	15792	INSURER C : Princeton Excess & Surplus Lines Ins Co	10786	INSURER D : Lloyd's Syndicate 2623		INSURER E : Old Republic Union Insurance Company	31143	INSURER F :	
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INSURER E : Old Republic Union Insurance Company	31143														
INSURER F :															

COVERAGES CERTIFICATE NUMBER: 243748989 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR - \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BP1033321	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR \$100,000			BAP038463804	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			R2A3FF000005403	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWS017335907	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER SIR - \$250,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D B E	Cyber Liability Sexual Abuse & Molestation Excess Liability			W1F7B5200401 BP1033321 8220001257468	7/1/2021 7/1/2021 7/1/2021	7/1/2022 7/1/2022 7/1/2022	Policy Aggregate \$3,000,000 Each Occurrence \$1,000,000 Each Occurrence/Agg \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Excess Liability is excess over General Liability, Auto Liability and Professional Liability.
 As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured on the General Liability policy. No exclusion for sexual abuse/molestation on the General Liability.

CERTIFICATE HOLDER City and County of Denver Office of Children's Affairs 201 W Colfax Ave, Dept 1101 Denver CO 80202	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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