

**AGREEMENT for Head Start Services for Program Year 2013-2014**

# AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER**, a Colorado not-for-profit corporation, whose address is 4045 Pecos Street, Denver, Colorado 80211 (the "Contractor") collectively "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, Youth and Families.
- 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 Targeted Areas of 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 Federal Government through 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.** "Service Area" means the specific geographic areas within the City and County of Denver designated by the City as an area to be served under Denver's Head Start Program by a Delegate Agency.
- J.** "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 program.

**K.** "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.

**L.** "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.

**M.** "Targeted Areas" means the specific geographic areas within the City and County of Denver designated by ACF as areas to be served under Denver's Head Start Program.

**N.** "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 Paragraphs 1 through 44, 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 2013-2014.

**B.** Exhibit B, Contractor's Budget.

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

**D.** Exhibit D, Schedule for submission of reports.

**E.** Exhibit E, Certificate of Insurance.

**F.** Exhibit F, Site Locations.

**G.** Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

The terms and conditions of paragraphs 1 through 44 hereof 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, 2013, and will expire on December 31, 2013 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

**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 on 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 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 by the Director or the Director's designated representative;

**C.** Ensure that all of Contractor's staff have adequate skills 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 required to provide 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 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 and 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 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 Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, 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 but are not limited to methods to prevent the use of e-mail and Internet services 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. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from the hours stated in Exhibit C, it will, in writing, notify the Director and request the Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours 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 paragraph 21 below.

**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. Contractor will comply with all requirements stated in 45 C.F.R. 1304.23 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.

**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 designated by the City.

## **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/Budget modifications.**

(1) 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 last business day of the following month for which Contractor seeks reimbursement. The Contractor will expend 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.

(2) The Contractor will abide by applicable City Law and Federal regulations at 45 CFR Parts 74.25 and 92.30 concerning any permitted modifications to Exhibit B, including any programmatic changes described therein prior to making such a change; provided, however, that no modification to Exhibit B will increase the Maximum Contract Amount. Any proposed modification of more than ten percent of the amounts listed on the line item categories listed on Exhibit B will not take effect unless and until it is approved in writing by both parties' authorized representatives, approved as to form by the City Attorney's office, and filed by the Head Start Office with the Denver Clerk and Recorder. Any such modification will contain the date upon which the modified budget will take effect and the City's Contract Control number stated on the signature page of this Agreement. Any modifications to Exhibit B that requires an increase to the Maximum Contract Amount will be memorialized in writing by revising and restating said exhibit and approved by the parties by a written Amendatory Agreement or new Agreement prepared and executed by both parties in the same manner as this Agreement.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Seven Hundred Nineteen Thousand, Six Hundred Ninety Seven and 30/100 Dollars (\$719,697.30)** (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 the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**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 provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor's contribution under this Agreement will be **One Hundred Seventy Nine Thousand Nine Hundred Twenty Four and 50/100 Dollars (\$179,924.50)** 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 nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both Contractors' non-federal share contributions and the contributions of 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. 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.

**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, a 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 official documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction listings, journals, invoices paid by the Contractor that equals or exceeds 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 2013-2014, HHS may issue only a partial financial award for program costs for Program Year 2013-2014. 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.

**I. Maximum Contract Liability.**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed 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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated by the United States Government and the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the

Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

## 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, 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. The Contractor will 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 and no more than thirty (30) calendar days may elapse before the vacancy is filled. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), as may be amended from time to time, elect not to fill a vacancy when sixty (60) calendar days or less remain in the program's enrollment year. To the extent permitted by 45 C.F.R. 1305.4(b)(1), as may be amended from time to time, at least ninety percent (90%) of the children who are enrolled in each of Contractor's Head Start programs must be from low-income families whose income will not exceed 130% of poverty guidelines as established by the federal government. To the extent permitted by 45 C.F.R. 1305.4(b)(2), as may be amended from time to time, up to ten percent (10%) of the children who are enrolled by the Contractor may be children from families that exceed the low-income guidelines of the federal government but who meet the criteria that the ACF has established for selecting such children and who would benefit from Head Start services.

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 C.F.R. 1305.8, 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 paragraph 7.E 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 paragraph 22.B 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, of all Equipment and Controlled Assets purchased under this Agreement. 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 paragraph 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 hardcopy 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 the Auditor's representative, or any authorized agent of the federal government has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

**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, codified at 31 U.S.C. §7501, *et seq.*, (Law. Coop Supp. 1997), as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to Circular Nos. A-133 and A-110. 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, and for three (3) years after expiration or termination of the Agreement, and if Contractor provides services under this Agreement to minors or to incapacitated persons, during any tolling period of the statute of limitations. 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 contain a valid provision or endorsement requiring 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. 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 shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as **Exhibit E**, 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.

(3) **Additional Insureds:** For Commercial General Liability and Auto Liability, the Contractor's, 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) **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.

**(5) 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

**(6) Commercial General Liability**

Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**(7) Business Automobile Liability:**

Contractor shall maintain Business 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.

**(8) Student Accident:**

Contractor will maintain limits of Fifty Thousand Dollars (\$50,000) per claim for participants in the Head Start Program.

**(9) Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (i) Defense costs in excess of policy limits;
- (iii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.



(b) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, under the terms of Agreement.

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force

(d) For all general liability, the policy must not contain an exclusion for sexual abuse or molestation, unless a separate policy covering this risk is provided and accepted by the City.

**(10) Bond.** If required by applicable federal law, 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:**

**A.** Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees for, 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 due to the negligence or willful misconduct of the City. This indemnity has the broadest possible manner to indemnify City for any acts or omissions of the Contractor, its Subdelegates, Subcontractors, subconsultants, or Vendors, either passive or active, irrespective of fault, except for the negligence or willful misconduct of City.

**B.** Contractor's duty to defend the City arises 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 arises even if the City is the only party sued by Claimant or Claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages if the City in good faith alleges that the Claim arises from Contractor's acts or omissions under this Agreement.

**C.** Contractor shall defend any and all Claims brought or threatened

against City concerning or related to this Agreement, and will pay on behalf of City, any expenses incurred by reason of Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating Claims or seeking to enforce this indemnity obligation. These payments on behalf of City are in addition to any other legal remedies available to City and may 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. 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.

**17. ASSIGNMENT AND SUBCONTRACTING:**

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

**B. By the Contractor.** The Contractor 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.

## **18. DEFICIENCIES/NONCOMPLIANCE:**

**A. Deficiencies.** The City has the right at all times to determine, in its sole discretion, that Contractor has one or more deficiencies (“Deficiencies”), as such term is defined at 45 C.F.R. Section 1304.3(a)(6) and as such section may be amended from time to time. If the Director finds that the Contractor has Deficiencies, the Director will notify the Contractor in writing of such findings of Deficiencies (“Notice of Findings of Deficiencies”). The Notice of Findings will identify the Deficiencies to be corrected and will state that the Contractor is to correct the Deficiencies immediately or must instead develop a Quality Improvement Plan (the “Quality Improvement Plan”) to correct the Deficiencies.

**B. Quality Improvement Plan to Correct Deficiencies.** Upon receipt of the Notice of Findings of Deficiencies, the Contractor will correct all identified Deficiencies either immediately or pursuant to a Quality Improvement Plan. If the Contractor is to correct all identified Deficiencies immediately, the Contractor will verify in writing to the Director, no later than ten (10) calendar days from the date of actual completion of corrective action that Contractor corrected the Deficiencies and will state the measures taken to correct the Deficiencies.

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 Findings of Deficiencies, a Quality Improvement Plan that identifies all appropriate actions that 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 why it so disapproved of the Quality Improvement Plan. If the Quality Improvement Plan is disapproved, the Contractor must submit 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.

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.

**C. Findings of Noncompliance.** The City further reserves the right at all times to determine, in its sole discretion, that the Contractor is not in compliance with any provisions of this Agreement which noncompliance does not constitute a deficiency, as such term is defined by the federal government for Head Start purposes, at 45 C.F.R. 1304.3(a)(6). If the Director finds that the Contractor is not in compliance with any provisions of this Agreement, the Director will notify the Contractor in writing of such findings of noncompliance ("Notice of Findings of Noncompliance"). The Notice of Findings will identify the areas of noncompliance to be corrected and will state the date upon which the Contractor is to correct the areas of noncompliance. If the Contractor is unable or unwilling to correct the specified areas of noncompliance within the time period designated by the City, then the City will issue a Notice of Findings of Deficiency which must be corrected, either immediately or pursuant to a Quality Improvement Plan in accordance with the procedures set forth in subparagraphs (a) and (b) of this paragraph 18.

**19. REMEDIES:** If the Contractor does not timely correct an identified deficiency within the specified timeframe, then the City may impose any or all of the following remedial actions, in addition to any and all other remedial actions authorized by law:

**A.** Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed;

**B.** 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;

**C.** Suspend or terminate this Agreement, or any portion or portions thereof, upon thirty (30) calendar prior written notice to Contractor;

**D.** 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;

**E.** 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;

**F.** 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;

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

**H.** 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.

**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 thirty days.

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

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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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 ensure that adequate arrangements have been made for the transfer of Contractor's 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 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. Services and Supplies.** 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 services consistent with the "Procurement Standards" contained in 45 C.F.R. §§74.40 -74.48 or 45 C.F.R. §92.36 (whichever is applicable to the Contractor) and consistent with the requirements contained in this Section 21... "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other

professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Contractor and its Subdelegates and any Vendor will be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Contractor will further submit a copy of a list of the supplies to the City's Head Start Director upon the expiration of this Agreement or if this Agreement is terminated sooner then such list will be submitted to the Director within thirty (30) calendar days of the date of termination. Upon the expiration or earlier termination of this Agreement, all remaining Supplies will be returned to the City or disposed of, as the City will direct.

**B. Equipment and Controlled Assets.** "Equipment" means tangible personal property having a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit. "Controlled Assets" means tangible personal property having an acquisition cost of no less than Five Hundred Dollars (\$500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$4,999.99) and tangible personal property that fall in the following categories: computers, laptops, scanners, facsimile machines, copiers, printers, video cameras, digital cameras, and capital leases with a present value of no less than Two Thousand, Five Hundred Dollars (\$2,500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety Nine-Cents (\$4,999.99).

Ownership of all Equipment and Controlled Assets purchased with funds paid under this Agreement by Contractor or Subdelegates or, any Vendor, if such Vendor is designated by the Director in writing, will be in the City and County of Denver. The Contractor will not dispose of any Equipment or Controlled Assets without the prior written approval of the City.

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. 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 Equipment and Controlled Assets purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all Equipment and Controlled Assets 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 list for all Equipment and Controlled Assets purchased with funds provided under this Agreement.

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

designated by the City.

**22. SUBJECT TO ACF APPROVAL:** This Agreement is subject to the approval of the responsible HHS official in accordance with the provisions of the CFR.

**23. SITE LOCATIONS, LEASES AND LICENSES:**

**A. Site Locations/Leases.** The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit F**, 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 F. 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 comply with the provision of 45 C.F.R. Part 1304.53, as may be amended from time to time, which requires all Head Start facilities and locations to be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with ACF Program Instruction #ACYF-PI-HS-95-04, as may be amended from time to time, and any and all policies of the City concerning the use or sale of tobacco in Head Start or City facilities, may be amended from time to time. No class will be operated in a facility that does not comply with 45 C.F.R. 1304.53, ACF Program Instruction #ACYF-PI-HS-95-04, or any applicable 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 F. 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 F. 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.

**24. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver whether or not specifically referenced herein. In particular, the Contractor will perform the duties and satisfy the requirements of the following laws, regulations, and policies as may be amended from time to time:

- A. The Head Start Act as codified at 42 U.S.C. 9801, *et seq.*;
- B. 45 CFR Part 1301 through 1311, including all regulations referenced therein;
- C. All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;
- D. 45 CFR Part 16, 74, 80, and 92;
- E. The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;
- F. 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;

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

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

**H.** U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph 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 subparagraph, the Contractor will provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, 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 Contractor.

Contractor will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as such clause is set forth at 2 C.F.R. Part 180, 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 Order 12549 and its implementing regulations;

**I.** The Americans with Disabilities Act as codified at 42 U.S.C. 12101, *et seq.*;

**J.** City and County of Denver policy concerning nondiscrimination in employment. In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation,

marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

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

**L.** All policies and procedures set forth in the City and County of Denver, Denver Head Start Office, Policy Manual;

**M.** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975; and

**N.** 40 U.S.C. Section 276a-a(7) (2000), the Davis-Bacon Act 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 is attached hereto and marked as **Exhibit G**.

**O.** No Employment of Illegal Aliens to Perform Work Under the Agreement:

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

2. The Contractor certifies that:

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

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

3. The Contractor also agrees and represents that:

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

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

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

(d) It is prohibited from using the E-Verify Program

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

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

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

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

**25. 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.

**26. 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.

**27. NOTICES:**

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

Director, Denver's Head Start Office  
201 West Colfax Avenue, Dept. 1105  
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.

**28. DISPUTE RESOLUTION:** Disputes, except disputes involving termination of this Agreement, concerning a question of fact arising under this Agreement which cannot be resolved by the representatives designated by the Director and the Contractor will be resolved by administrative hearings 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. Disputes concerning a decision by the City to terminate this Agreement will be resolved by the procedure established by 45 CFR 1303.20, as may be amended from time to time. Pending final resolution of a dispute not involving termination, the Contractor will proceed diligently with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

**29. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

**30. CONFIDENTIALITY:**

**A. Confidential 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. During the term of this Agreement, the parties may have access to information or a proprietary nature owned or developed by, or licensed to, the other party, which includes information concerning systems, programs, processes and methods used by the parties, and other information marked "confidential," or "not for public disclosure" (collectively, the "Information"). The receiving party will use the Information only for the administration of Head Start programs and will not in any way disclose, disseminate, publish, or reveal to any person or use for its own benefit, any of the Information which the receiving party obtains and which the receiving party has been notified is confidential commercial or financial information, except to the extent permitted or required by applicable Federal, State and local laws, regulations, executive orders, and policies, to the City for purposes of monitoring and evaluating Contractor's performance under this Agreement, to other government agencies as may be required for reporting or monitoring purposes, or to a person who has obtained an order of a court of competent jurisdiction requiring such disclosure. Either party during or after the term of this Agreement, may take all actions that it reasonably deems necessary to preserve the confidentiality of the Information including its intervention in any legal proceeding concerning the Information's use or disclosure.

In the event that the Contractor is required to access third party data that includes protected medical records from a third party provider or is required to provide client records that includes protected medical records to the City for purposes of monitoring and evaluating the Contractor's performance under this Agreement, then the Contractor agrees to coordinate with the Agency's staff and the client in obtaining any necessary authorization for release forms.

**B. Trademarks/Copyrights.** Each party to this Agreement acknowledges the validity of the other party's servicemarks, 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.

**C. Open Records.** The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2012), and that in the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

### **31. INTELLECTUAL PROPERTY RIGHTS:**

**A. License of City's Intellectual Property.** The City hereby grants a non-exclusive limited license to the Contractor to use for Head Start purposes only and 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 by the City to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media whatsoever (collectively, "Materials"). The Contractor may reproduce the Materials, 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 copies thereof or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor. Upon the expiration or earlier termination of this Agreement, the Contractor will have the right to make any other use of the Materials or any copies thereof.

**B. New Works.** The Contractor will not copyright, trademark or patent any work, materials, devises, methods, processes, or products ("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 by the federal government. Upon approval, the City will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

The Contractor will disclose all such Original Works to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, the Original Works will be considered a "work made for hire," and all ownership of copyright in the Original Works will vest in the City at the time the Original Works are created. In the event that this Agreement is determined by a court of competent jurisdiction not to be a work for

hire under the federal copyright laws, this Agreement will operate as an irrevocable assignment by the Contractor to the City of the copyright in the Original Works including all rights thereunder in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the program, without further consideration, and agrees to assist the City in registering from time to time enforcing all copyrights and other rights and protections relating to the program in any and all countries. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Original Works and copies thereof and the Contractor will have no right to make any other use of this material.

**32. 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.

**33. 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.

**34. 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 indemnify the City will survive for a period equal to any and all relevant statutes of limitation including any tolling periods, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**35. 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.

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

**37. 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.

**38. PARAGRAPH 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.

**39. 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.

**40. 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.

**41. 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.

**42. 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.

**43. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

**44. 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.

**Exhibit List follows**

### **Exhibits to Head Start/Delegate Agency Agreement**

1. Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2013-2014.
2. Exhibit B, Contractor's Budget.
3. Exhibit C, Calendar of Times and Days of Operations.
4. Exhibit D, Schedule for submission of reports.
5. Exhibit E, Certificate of Insurance.
6. Exhibit F, Site Locations.
7. Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

**Contract Control Number:** MOEAI-201310958-00

**Contractor Name:** CATHOLIC CHARITIES AND COMMUNITY SERVICE

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:

DOUGLAS J. FRIEDNASH, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: MOEAI-201310958-00

Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICE

By: 

Name: Laurence Smith  
(please print)

Title: President/CEO of Catholic Charities  
(please print)

**ATTEST: [if required]**

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

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

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



**Catholic Charities Head Start Grant Application  
Narrative – 2013-2014**

**1. Objectives, Need for Assistance, and Geographic Area:** Catholic Charities is one of six delegate agencies providing Head Start services for Denver's Great Kids Head Start. We are funded to serve 224 Head Start children and do so by providing quality full day, full year child care services to 60 children in 2 of our child care centers: The Child Development Center and Margery Reed Mayo Day Nursery. Sixty children are provided the double session option at Mi Segunda Casa Head Start and Little Munchkins Head Start and ninety two children are served in the part-day option at Garfield Head Start, Kentucky Head Start and Margery Reed Mayo. Our combination program serves 12 children and families and holds classroom sessions at Kentucky Head Start.

The Denver's Great Kids Head Start updated the Community Assessment this year and the conclusions and recommendations confirm our commitment to support children and families from linguistically and culturally diverse backgrounds. The information from the annual update of the Community Assessment does not indicate the necessity to make changes to the six areas listed in 45 CFR 1305.3(c) as they were addressed in our first-cycle grant application.

**2. Program Approach and Results or Benefits Expected**

**A.** Catholic Charities did not find any information during the annual updating of the Community Assessment which would necessitate changes in our previously stated long range and short term goals and objectives.

**B.** Catholic Charities has been under enrolled in September, October, November, and December of 2012. It has been identified that the majority of the under enrolled slots are at our Margery Reed Mayo site. This site serves the neighborhoods of Five Points, Cole, and Whittier. These neighborhoods fall into the boundaries of the "Children's Corridor." The Piton Foundation's website states, "The Children's Corridor is among the most significant areas of need in Colorado, not just within the metro-Denver area, but within the entire state. Neighborhoods in this corridor are home to many at-risk families. According to the 2010 Decennial Census, 182,487 people lived in the Corridor and 30% were children. Of the more than 54,000 children living in the Corridor in 2010, almost 35,000 were in low-income families or were considered to be vulnerable – either eligible for free and reduced lunch, in families with low education, or born to teen mothers. Ten new children are born every day in the Children's Corridor. Of those ten, 4 won't have adequate prenatal care; half won't be reading at grade level by the 3rd grade; and only half will graduate from high school." The Piton Foundation's goal is for every child in this "Children's Corridor" to have a medical home, be kindergarten ready, and graduate from high school. Catholic Charities is committed to working in these neighborhoods to be part of the collective effort to drive positive change for the children and families. We are working on an Action Plan to improve our enrollment but after looking closely at the statistics surrounding our Margery Reed Center, we will not be moving slots out of the area and will not be making significant changes in the options that we offer.

C. Catholic Charities has not made any changes in the structure of the Head Start coordinating/management staff positions.

D. Progress has been realized in meeting the goals and objectives of our program and those results and accomplishments are listed below:

**Goal 1: Family Centered Services-To develop a framework of education and resources that support linguistically and culturally responsive family literacy strategies for families and staff.**

Objective	PROGRESS
<p>To provide resources and support to parents who want to learn to speak English.</p>	<p>We have partnered once again with Denver Public Schools' Office of Multicultural Connections to enroll 54 parents in the MATT Maestro en Casa ESL program. This is our third year. MATT Maestro en Casa is a practical and simple English-language learning and life skills program over the radio. Basic English lessons are broadcasted over the radio to help adult learners navigate common American situations and systems, thus allowing English-language learners to function at a higher level in their daily activities. Parents learn English from the privacy and comfort of their own homes for a period of 35 weeks, instead of having to attend a class at a specific location. These radio lessons are designed to be supplemented and enhanced with 6 culturally effective comic book-style workbooks, each covering a different subject. Parents have the option of taking a final exam. If they pass, they are awarded a diploma acknowledging their achievement.</p> <p>Parents are encouraged to participate in classroom activities and in turn, see role modeling of English daily. Staff invite parents to observe Dual Language Learner lessons so that parents can implement at home.</p> <p>Dual Language Learner training was presented to all staff during our annual preservice.</p> <p>English classes are being held at Garfield Head Start. They are being presented by the Emily Griffith Opportunity School.</p>
<p>To provide resources for parents who are looking for employment.</p>	<p>Many parents have visited the Denver Office of Economic Development's Workforce Center after receiving referrals from our Family Service Workers. The Workforce Center provides assistance for people as they search for employment including conducting a career assessment, enhancing job readiness skills (resume writing, interview skills, etc.), and helping them to explore job training/education opportunities.</p> <p>Parents interested in career training are frequently referred to Mi Casa Resource Center. Mi Casa's career development programs provide intensive, short-term training to prepare workers for careers</p>

	<p>in growth industries. In addition to technical training focused on banking, financial services, and healthcare – with an overall emphasis on customer service skills – Mi Casa graduates receive intensive soft skills training to prepare them for the demands of the workplace.</p> <p>In addition, we are establishing a partnership with the new Financial Empowerment Centers. The City of Denver was recently awarded a three-year \$1.9 million Financial Empowerment Centers grant from Living Cities. The Financial Empowerment Centers program is part of a national effort to improve the financial stability of households by integrating high-quality, one-on-one financial education and counseling into existing public and nonprofit programs to achieve multiple outcomes for clients. Financial Empowerment Centers are located in areas with high concentrations of poverty and financial distress. Counseling services are conducted by trained and accredited professionals and are available to the public, free of charge. The Financial Empowerment Centers program is being led locally by the Denver Office of Strategic Partnerships (DOSPP), a City office designed to build integrated partnerships between local government and nonprofit organizations. The program will focus on important outcomes such as opening a safe and affordable bank account, establishing or improving credit scores, decreasing debt, increasing savings, and establishing regular savings habits. In addition to financial counseling, the model also has a strong focus on integrating with other services driving toward self-sufficiency, including benefits enrollment, family stabilization services, workforce training and job placement, housing, and other supports.</p> <p>Family Service Workers (FSW) have provided families with assistance reviewing their resumes, on-line job searches and filling out on-line job applications.</p>
<p>To assist parents in their role as their child's primary teacher.</p>	<p>All staff received Motivational Interview Training designed to train staff to help parents make difficult changes in behavior.</p> <p>The Disabilities Coordinator has presented at 4 parent meetings on "Nurturing Your Child's Strengths", identifying ways that parents can support their children at home. She also provided information in English and Spanish for parents on community resources that will assist them in supporting their children: Parent2Parent, Parents Encouraging Parents from the Colorado Department of Education, El Grupo Vida and PEAK Parent Center, the Parent Training and Information Center for Colorado from the federal government. The Disabilities Coordinator also meets with parents to review the written IEP so they can support IEP goals at home and she is creating one page snapshots for parents.</p> <p>The Mental Health Coordinator presented a parent meeting on Positive Discipline, explaining that discipline is about teaching and modeling positive behaviors to children and reinforcing them through positive feedback, affection, and attention.</p>

	<p>Parents are invited to attend weekly lesson planning, through a posted sign in each classroom.</p> <p>At Family Conferences, teachers ask for family input and give families new ideas to try at home.</p> <p>Also presenting at parent meetings, Yanira Duarte from the Denver Public Library speaks about family literacy and demonstrates techniques on how to read to children.</p> <p>At enrollment Family Service Workers explain to parents Catholic Charities' philosophy that "we believe that the families are the first teachers of their children". One FSW loans her personal Creative Curriculum copy to parents so that they can get a better understanding of our curriculum.</p> <p>Family Service staff had an initial introduction to the Parent, Family, and Community Engagement Framework and are completing the self-assessment so that we will be able to identify strategies to engage parents, families and the community to achieve better outcomes for children and families. We believe that this project will assist us in implementing the Pyramid Model as both projects are focused on positive relationships. We further believe that this will assist us in partnering with families to achieve School Readiness goals for children.</p>
<p>To provide support for the most vulnerable families: homeless, foster care, and kinship families.</p>	<p>The Catholic Charities Mental Health Coordinator works closely with the Family Service Workers to help provide referrals for shelters and counseling to families who have requested help. She also works as a team with Family Service Workers, Center Directors and other contracted specialists to encourage families to reach out to these referrals. On several occasions she has provided mental health consultation to support families. The Mental Health Coordinator has collaborated with the many professionals involved in Child Protection (foster care or kinship care families) to ensure there is not a duplication of services, that families have access and awareness of appropriate referrals, and that services transfer as needed when families move or need additional support.</p> <p>The Disabilities Coordinator attended TDM (Human Services Team meetings) to work with others to support children enrolled in our program who are in foster care and help identify the educational supports they need to be successful. She has worked with families supporting them through the adoption process and coordinating transition services into another school district.</p> <p>Family Service staff work closely with homeless families not only making referrals to homeless shelters and housing programs but by assisting families to sign up for the Denver Housing Authority's Section 8 lotteries and referring families to contact the Colorado</p>



	<p>Coalition for the Homeless for assistance. They also provide families with copies of the Colorado Affordable Housing Guide and the Housing Discrimination brochure from the Colorado Civil Rights Division. Many of our families who are struggling are connected with a program called Upstream Impact, which is designed to help families escape poverty and pursue their dreams. Upstream Impact delivers an intense 18-month journey of breaking down the barriers that have a family stuck. Low-income families are encouraged to shape their own path to self sufficiency. They learn to set goals for budgeting, education, building social capital and other critical life areas. They are assigned a successful mentor/ally to regularly review their goals and progress, as well as problem-solve barriers. The mentor/ally becomes the support system for the family in times of need. The family and allies build a relationship across class lines. The families ultimately become self-sufficient. Parents have reported back to us frequently as they attend the various luncheons, trainings, etc. They have also let us know when they receive that much needed GED, enroll in college, or participate in the new immigration law that President Obama created for allowing children of a certain age to maintain residency here in the United States without threat of being deported. The cost of this application process is being paid out of Upstream Impacts' funding. The parents who are participating in this endeavor are excited that they have experienced so much success in such a short period of time. They feel that this is the best thing that ever happened to them.</p> <p>Our Head Start program works closely with Catholic Charities Samaritan House and Foster-Care program to provide support and full day Child Care and Head Start services to some of Denver's neediest children, those that are homeless living in shelters, and those that are living with foster care parents.</p>
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**Goal 2: Community Health and Treatment-To promote physical and mental health and wellness for families, staff, and communities.**

<b>Objective</b>	<b>Progress</b>
To increase our awareness of national and local nutrition practices concerning the efforts to reduce childhood obesity.	<p>Catholic Charities is an active participant in the Culture of Wellness Program (COWP) designed to support children, families and staff in making healthy changes. COWP provides resources and staff support to explore eating well and staying active. Programs/activities geared towards reducing childhood obesity that we are implementing include:</p> <ul style="list-style-type: none"> <li>• Integrated Nutrition Education Program for Preschools – the goal of this program is to give children the opportunity to try new foods in a non-threatening environment with the goal of increasing fruit and vegetable consumption.</li> <li>• I am Moving, I am Learning – the goal is to increase physical activity and outdoor play for children and staff through energizing the adults who work with children and ensuring that children discover the joys of daily physical activity. This has been presented at staff training as well as parent meetings.</li> </ul>

	<ul style="list-style-type: none"> <li>• Cooking Matters – the goal is to encourage good nutrition, cooking skills and an active lifestyle, and provide participants with enough groceries to recreate recipes at home for their families.</li> <li>• Promotores de Salud (Health Promoters) – goal is to reinforce the home to school connection through training community members to assess health information and conduct brief healthy eating and physical activity interventions among Head Start families.</li> <li>• Health Promotion Committee – a committee has been formed to use Adaptive Intervention Mapping (AIM) for Preschools to plan and implement evidence-based policy and environment changes within Catholic Charities Head Start centers.</li> <li>• Educational Campaign – goal is to provide a monthly educational focus to assure key messages from the COWP are delivered. Educational bins that highlight healthy eating, staying active and stress management will be given to each of our sites and mini- demonstration activities and handouts will be available to support the delivery of key messages.</li> </ul> <p>In addition, Dee Jurgens from the Colorado State University Extension office in Denver presented the Expanded Food and Nutrition Education Program (EFNEP) at several parent meetings. The mission of EFNEP is to assist limited-resource audiences in acquiring the knowledge, skills, attitudes and changed-behavior necessary for nutritionally sound diets, and to contribute to their personal development and the improvement of the total family diet and nutritional well-being.</p> <p>The Expanded Food and Nutrition Education Program (EFNEP) in Colorado teaches participants healthy food choices for their families, how to be physically active and how to stretch their food dollars. This leads to savings for the community on food assistance programs, lowered health care and public assistance costs, and a decrease in the burden on social healthcare resources like Medicare. An increase in resilience and self-confidence among participants also leads to increased pride of community and better neighborhoods.</p> <p>Catholic Charities Food Services Coordinator continues to work with our food vendor to improve food nutritional quality, provides nutrition material to families, and counsels families on physical activity, wellness, healthy dietary choices, and allergy accommodations.</p> <p>Catholic Charities has just published their first wellness newsletter for staff – Healthbeat.</p>
<p>To enhance children's self-esteem and mental wellness.</p>	<p>Parents at all of our sites have been offered the Positive Solutions For Families 6 week parent support and education class. These classes are</p>

	<p>the parent education component of the Pyramid Model and have been very well attended and received by our families.</p> <p>The Disabilities Coordinator has met with teachers to review the IEPs of our children with cognitive delays to help identify ways to support them in the classroom. She is creating one page snapshots that can readily be used during weekly planning to individualize for children and to ensure that the goals of the IEP are incorporated into lesson plans. She has helped developed comprehensive Positive Behavior Support plans with the teaching team, contracted Sewall staff, Denver Health Mental Health, and families to support social emotional development of our children.</p> <p>Catholic Charities has continued to focus on the Pyramid Model to promote social and emotional development. The Denver Health Mental Health team has implemented a mentoring/coaching program in all of our Head Start classrooms this year.</p> <p>Developmental planning meetings with Catholic Charities staff, Denver Health Mental Health (DHMH), and Sewall staff are held monthly for all classrooms.</p> <p>Children and families are connected with outside therapists, as necessary.</p> <p>The Mental Health Coordinator has begun to standardize what mental health consultation will look like for Catholic Charities (as a single provider/not connected to a greater network) through extensive research regarding not only the expectations of the Performance Standards, but also what researchers have determined as best practice within the mental health field. This includes consistent documentation, brainstorming on how to better access families, educating staff and building her own capacity for the best practice of reflective supervision. She has also worked to reach out to the field of those providing mental health consultations for support and evaluation of her own practice.</p>
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**Goal 3: Prepared Children - To prepare children, within an inclusive environment, in the developmental areas (social/emotional, cognitive, language development, literacy and math) to succeed in school and the community.**

Objective	Progress
To prepare children to succeed in school and in the community by promoting their social/emotional development.	The Mental Health Coordinator has spent many hours coordinating with Denver Health Mental Health to ensure that our consultation services for mental health and the coaching of the Pyramid Model theory were meeting the needs of our program for both teachers and children, to improve the capacity of social and emotional development in the classroom.

	<p>Catholic Charities has continued to focus on the Pyramid Model to promote social and emotional development. The Denver Health Mental Health team has implemented a mentoring/coaching program in all of our Head Start classrooms this year</p> <p>When compiling the assessment data from last Spring to Fall for both three and four year olds, the social emotional domain was the fastest growing domain. Three year olds grew at 17% and 4 year olds grew at 9%. We believe this is a direct result of our attention to the Pyramid Model.</p> <p>Developmental planning meetings with Catholic Charities staff, DHMH, and Sewall staff are held monthly for all classrooms.</p> <p>The Disabilities Coordinator and a Head Start teacher will be presenting at the International Association of Positive behavior Support in March in San Diego.</p> <p>Several staff have enrolled in the Pyramid Plus Framework training over the course of this year.</p>
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**Goal 4: Effective Workforce-To develop an effective early childhood workforce by building staff qualifications.**

Objective	Progress
To ensure that all staff meet the staff qualifications stated in the Head Start Act of 2007.	<p>All Head Start Teachers who need to continue their education are currently in school and on track to meet qualifications. The Head Start Combination Option Teacher is in the process of completing her last 2 classes which will allow her to graduate this spring with an AA in ECE, thus fulfilling the qualifications.</p> <p>Micro Inequities training was provided for all staff at preservice by Rosemarie Allen, reinforcing previous training on Cultural Competence.</p> <p>Catholic Charities sent several staff members to the Region 8 Head Start Association conference in November 2013 and more will attend the Rocky Mountain Early Childhood conference this spring.</p>

**Goal 5: Fiscal Integration-To integrate fiscal understanding and responsibility through out all aspects of programmatic efforts.**

Objective	Progress
To maximize the use of our financial resources	Twice a month the administrative team members review the budget and discuss our current financial situation. Training has been presented on coding invoices to ensure the correct centers and grants are charged with program expenses.

**E. Risk Management Meeting:** The DGKHS Risk Management assessment has not taken place as of this writing. Catholic Charities has been experiencing difficulty in reaching and maintaining full enrollment. A meeting with the Regional Office is scheduled and an Action Plan will be created.

**F. School Readiness Goals:**

**1) The program's goals and your progress in aligning the goals within the Head Start Child Development and Early Learning Framework, State early learning guidelines, and the requirements and expectations of the schools, to the extent they apply to the ages of children, birth to five, participating in the program:** The Catholic Charities School Readiness Goals are:

Domain: Physical Well-Being and Motor Development - Children will demonstrate increased understanding of health and wellness habits and increased physical development along an individual continuum.

Domain: Social and Emotional Development - Children will demonstrate growth in sense of self and meaningful social and emotional relationships with adults and peers.

Domain: Approaches Towards Learning - Children will demonstrate increasing ability to actively explore, notice, and seek relevant information about experiences.

Domain: Language and Literacy - Children will demonstrate growth in listening, speaking, reading and writing.

Domain: Cognition and General Knowledge - Children will demonstrate growth in higher order thinking (including reasoning, problem-solving) by applying knowledge of the physical and social world.

The program's goals align with the Head Start Child Development and Early Learning Framework, State Early Learning Guidelines and with the requirements and expectations of the local public schools. Catholic Charities approaches School Readiness goals as a continuum for children ages birth to five.

**2) The child assessment system which will be used by your program to collect information about children's development in combination with parents and families and how the program uses or plans to use that information to individualize instruction and learning:** The program uses the Teaching Strategies GOLD on-line assessment system to collect information about children's development in combination with information gathered from parents and families at Family Conferences, Home Visits, as well as daily observations. Classroom teachers use classroom reports from Teaching Strategies GOLD to gather data on the classroom as a whole, as well as each child. This information along with the information gathered from families is then used in lesson planning for the class and each child. At the administrative level reports are pulled and analyzed to help guide training topics, classroom materials, and areas that need to be a focus of the program.

**3) The key findings from aggregating the child assessment data, how that information**

**helped you identify patterns of progress and area where improvement is required, and how progress toward meeting your school readiness goals is shared with parents and the community:** Catholic Charities Head Start Fall to Spring GOLD Assessment Data for the Year 2011-2012 showed information for the 6 Developmental Areas-Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics. According to the Comparative Report from Teaching Strategies GOLD for spring 2012 all age groups grew in all 6 areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) from fall to spring. Three year olds showed the most growth from fall to spring in the areas of Social Emotional and Cognitive with 17% growth. This group had the least growth of 11% in the area of physical development. Four year olds showed the most growth from fall to spring in the area of Social Emotional Development and the least growth in Literacy with only 9%. The three and four year olds had the most growth in Social Emotional Development. This is an indication of the dedication and commitment the Agency has placed on this area of development. The Agency will continue to place an emphasis on Social Emotional Development. The Pyramid Model from the Center on the Social and Emotional Foundations for Early Learning support continues to be a large component of our program. This will be continued work throughout the year. Much of pre-service and the trainings offered this program year are based on the above findings. For example, there was a presentation by RAFT-Resource Area for Teaching. The training centered on bookmaking as a tool to help boost the Literacy and Language areas. Catholic Charities is participating in the Culture of Wellness Grant that is being lead through Denver Great Kids Head Start. This includes training that focused on two programs; The Integrated Nutrition Education Program (INEP) and I Am Moving I Am Learning (IMIL) programs. These both help the staff to address Physical Development and Health. This is a multi year grant in which we will be participating. Many staff are also taking college courses. Supervisors will continue to assist teaching staff with running reports and understanding and utilizing the Class Profile report from Teaching Strategies Gold. Ensuring that staff understand how to utilize the data to individualize for their classrooms and for individual children. The Agency is also working towards Inter- rater Reliability for all teachers.

Progress toward meeting the School Readiness goals is shared with families at home visits and family conferences, with staff through formal training sessions; such as, pre-service and all staff training in February, at administrative meetings, with Policy Council and committees.

**4) Compensation:** Catholic Charities policies and procedures precludes using any Federal funds (including Head Start grant funds) to pay any part of the compensation of an individual employed by the agency if that individual's compensation exceeds the rate payable for level II of the Executive Schedule (currently \$179,700).

**5) Teacher Qualifications:** Currently the Catholic Charities Head Start program has eight out of twelve Head Start teachers with an AA or higher. The breakdown of teacher qualifications is as follows: two with MA degrees, four with BA degrees, two with AA degrees, and four who are Director Qualified. Waivers have been granted for the four teachers that do not have an AA degree and all four are in school pursuing their needed qualifications. One Teacher with a waiver is due to complete her AA degree this spring.

**3. Budget Justification:**

<b>Catholic Charities Budget Narrative: 2013-2014</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries – 54 employees total. No staff members paid with Head Start funds or included in the non-Federal share are paid in excess of the Executive Level II salary.	\$903,688.60	PERSONNEL
Benefits: All salaries billed will be based on actual timesheets. Benefits are 26.5%.	\$239,971	PERSONNEL FRINGE
Staff Out of Town Travel: \$3000 from T & TA funds to support travel to out of town conference for Head Start staff.	\$3,000	Travel
Office Supplies (\$3,500) - used to furnish supplies for offices, six Family Service Workers offices, teacher offices, and 2 administrative offices.  Child and Family Supplies (\$5,904) -will supply 6 sites with educational materials.  Food Service Supply(\$1,000)- This line furnishes the classrooms with food service supplies  Other Supply(\$3,612) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$14, 016	Supplies
Rent: Catholic Charities does not rent space from the Grantee. Garfield Head Start (1068 sq. ft.) and Kentucky Head Start (1068 sq. ft.) are both owned by Denver Housing authority and the combined rent is \$15,708 per year. Mi Segunda Casa Head Start (912 sq. ft.) is owned by the First Mennonite Church and the rent is \$9,900 per year.	\$25,608	Other
Utilities, Telephone- telephone, fax, DSL lines and utilities, based on historical data.	\$7,300	Other
Building Maintenance and repair	\$1,500	Other
Local Travel-mileage reimbursement for staff, based on current	\$2,600	Other

spending patterns.		
Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our six sites hold parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation.	\$6,000	Other
Publications/Advertising/Printing – includes printing of education, enrollment, and health forms.	\$1,500	Other
Training and Staff Development: \$10,830 from program operations funds to support professional development with a focus on having Assistant Teachers reach the qualification mandates and \$3,188 from T & TA funds to support staff in furthering their academic development.	\$10,830 program funds and \$3,188 from T & TA	Other
Other: Children's activities, licenses, Janitorial services for Kentucky & Garfield (\$10,720) and security services.	\$13,800	Other
Indirect Costs: Catholic Charities' indirect cost rate is 26.20% (letter attached). We are using a lesser amount of 22%.	\$206,393	Indirect Costs
<b>Total</b> -Operating funds and T&TA	\$1,439,394. 60	

<b>CC Non-Federal Share Budget Narrative: 2013-2014</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
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 and ½ of the HS Education Supervisor's salary that is not covered by HS funds. These costs are paid for by funds received from funds received by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$203,984	PERSONNEL
Fringe Benefits: 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.	\$53,739	Fringe Benefits
Office Supplies: This will be used to supply offices for staff not covered by operating budget. Covered by Catholic Charities	\$3,800	Supplies



Child and Family Supplies: These funds will supply sites with consumable education supplies and furnishings covered by funds from Catholic Charities.	\$5,000	Supplies
Food Service Supply: This line includes kitchen supplies for 13 classrooms. Supplies are sometimes donated or supplied by Catholic Charities.	\$3,000	Supplies
Other Supply: Includes janitorial supplies and are supplied by Catholic Charities.	\$3,427	Supplies
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.	\$9,308	Other
Building and Child Liability Insurance: Supplied by Catholic Charities.	\$4,958	Other
Building Maintenance /Repair and Other Occupancy – percentage based on numbers of HS children enrolled in Margery Reed and the Child Development Center and funded by Catholic Charities.	\$3,000	Other
Nutrition Services: Part of the costs incurred in providing meals to children and education staff that are not reimbursed by the Child and Adult Food Program, supplied by Catholic Charities and parent fees.	\$20,978	Other
Volunteers: Volunteer rate for Policy Council is \$47.08 and we have 10 members and meet for 2 hours, 12 times a year = \$11,299. HS would claim ½ of that amount, 5,650 The rate for teacher assistants is \$13.78 per hour plus \$3.78 fringe and we estimate that parents and community members will spend 2,220 hours volunteering = \$38,983. Community members' rate depends on the services they offer.	\$44,633	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings that are not covered by HS funds. Each of our six sites hold parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation. Funds are provided by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$4,022	Other
Total	\$359,849	

<b>TOTAL AMOUNT REQUESTED FOR GRANT FUNDS:\$</b>	<b>\$1,439,394</b>
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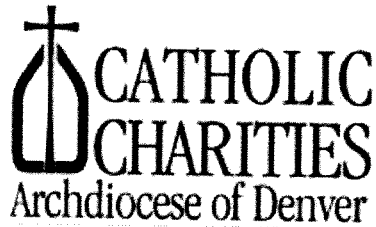
**FUNDING SUMMARY**

Proposer Budget	Amount:
Grant Federal Funds: Cost for Program Operations (PO):	\$1,433,206.60
Grant Federal Funds: Cost for Training and Technical Assistance (TTA):	\$6,188.00
Non-Federal Share (Cash and in-kind) (NFS):	\$359,849.00
<b>TOTAL PROPOSER BUDGET:</b>	<b>\$1,799,243.60</b>

*Amount should be = to 25% of PO + TTA*  
*Total of PO+TTA+NFS*

**SUMMARY OF BUDGET CATEGORIES**

CATEGORY:	PO Amount:	TTA Amount	NFS Amount
Personnel	\$903,688.00	\$0.00	\$203,984.00
Fringe Benefits	\$239,971.00	\$0.00	\$53,739.00
Travel	\$0.00	\$3,000.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$14,016.00	\$0.00	\$15,227.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$69,138.00	\$3,188.00	\$86,899.00
Total Direct Costs:	\$1,226,813.00	\$0.00	\$0.00
Indirect Costs:	\$206,393.00	\$0.00	\$0.00
<b>SUBTOTAL of PROGRAM OPERATIONS:</b>	<b>\$1,433,206.00</b>	<b>\$6,188.00</b>	<b>\$359,849.00</b>



**Catholic Charities  
Child Care and Head Start Learning Centers  
Days of Operation**

July 4th= Holiday  
August 26, 27, 28=Pre-service  
September 2=Holiday  
September 3=1<sup>st</sup> day of Part Year Programs  
September 20<sup>th</sup>=Sites closed for training  
October 18<sup>th</sup>=Sites closed for training  
November 21, 22=Holiday  
December 6=1pm closure  
December 23, 24, 25, 26, 27, 30=all sites closed  
December 31st=CDC and MRM close at 1pm, PY sites closed all day  
January 1=all sites closed  
January 2, 3=Part Year sites closed  
January 17=Sites closed for training  
January 20=Holiday  
February 21=Sites closed for training  
March 21=sites closed for training  
March 24,25,26,27,28=Part year sites closed  
April 18=Sites closed for training  
May 16=Sites closed for training  
May 22=Last day for children at Part day sites  
May 26=Holiday  
May 30=Last day for staff at Part day sites  
June 20=Sites closed for training

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Updated August 2012

**Denver Great Kids Head Start  
Program Year 17 Report Schedule**

	<b>Report Name and Description</b>	<b>Due Date</b>
<b>Family Services</b>	<b>Policy Council Delegate Report;</b> Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	<b>Program Information Report (PIR); Annual ACF Report</b>	<b>August 15, 2013</b>
	Abbreviated PIR;	<b>December 15, 2013 and March 15, 2014</b>
	<b>Head Start data for Management Information System;</b> Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior

<b>Financial</b>	<b>Variance Report;</b> includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,00.00 charged to Head Start.	<b>Last business day of each month for the previous month</b>
	<b>USDA Reimbursement Report;</b> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	<b>Administrative and Development Costs;</b> Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	<b>Program Budget PY 18;</b> GABI upload of Program Year 18 budget.	February 8, 2013
	<b>Single Audit Report;</b> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	<b>Inventory Report with Certification of Physical Inventory;</b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2013
	<b>Certificate of Insurance;</b> Accord Insurance form designating appropriate insurance coverage.	July 31, 2013
<b>Budget Projection;</b> Month by month spending forecast by designated categories.	July 31, 2013	

<b>Grantor Admin Reports for Delegate Agencies</b>	<b>Monitoring Reports/Plans;</b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	<b>Mid Year PIR &amp; questions;</b> Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	<b>Program Design and Management Report;</b> Outlines Program Design and Management meeting discussion, includes strengths, recommendations and sections needed for improvement.	Submitted to delegate agencies within <u>30 days</u> of Program Design and Management Meeting
	<b>Community Assessment;</b> Head Start Requirement, completed every 3 years with an annual update	1-Dec-14
	<b>Head Start Annual Report;</b> Head Start requirement	Due in September
	<b>Policy Council Minutes;</b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting

<b>Education</b>	<b>Teacher Qualifications Report;</b> Report Education Levels of Teaching Staff.	December 15 & March 15
	<b>Child Assessments;</b> Child outcomes information submitted to TS GOLD	October 31, 2013, February 22, 2014 and June 28, 2014

**Denver Great Kids Head Start  
Program Year 17 Report Schedule**

<b>Delegate Admin Reports for Grantee</b>	<b>Self Assessment:</b> Self Assessment Plan, findings, analysis and action plans	February 1, 2014
	<b>Policy Committee/Council Members Rosters:</b> Policy Committee/Council monthly minutes	When replacements, upon elections
	<b>Policy Committee/Council Minutes:</b> Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	<b>Delegate Grant Application:</b> For funding purposes	January 30, 2014
	<b>Final Grant Application, Budget, and GABI:</b> Constitutes basis of funding request	1-Apr-14
	<b>Personnel:</b> Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
<b>Vendor Agency Special Reports</b>	<b>Classroom Contact Hours:</b> Tracks level of services to Head Start Children	monthly; end of month
	<b>Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report:</b> Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month



# ARCHDIOCESE OF DENVER

RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

May 30, 2013

Ms. Kay Franklin  
Chief Fiscal Officer  
Mayor's Office of Economic Development  
Denver's Great Kids Head Start

**RE: Catholic Charities and Community Services of the Archdiocese of Denver  
Agreement for Head Start Services for Program Year 2013-2014**

To Whom It May Concern:

We recently received a request for insurance certificates regarding the above-referenced agreement.

Currently, we are in the process of renewing our insurance coverage, which expires 07/01/2013. Until the renewal process is complete, we are unable to issue certificates for the time period you request.

We are willing to issue certificates for the 2013/2014 policy year as soon as they become available.

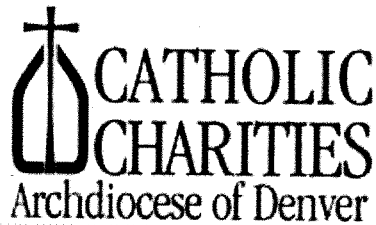
I hope this will serve your requirements until then. Should you have any questions, please don't hesitate to contact me.

Regards,

Peter J. Cronan  
Director, Office of Risk Management

PJC:mlw

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**Catholic Charities  
Child Care and Head Start Learning Centers**

**Child Development Center**

1155 Decatur Street, Denver, CO 80204  
Phone: 303-629-5466  
Fax: 303-629-6710  
Hours 7am-6pm

**Garfield Head Start**

872 South Knox Court, Denver, CO 80219  
Phone: 303-922-9885  
Fax: 303-934-8493  
Hours: AM 8-11:30, PM 12-3:30

**Margery Reed Mayo Day Nursery**

1128 28<sup>th</sup> Street, Denver, CO 80205  
Phone: 303-308-1420  
Fax: 303-308-1421  
Hours 7am-6pm  
AM Part-day 8-11:30

**Little Munchkins Head Start @ CDC**

1155 Decatur Street, Denver, CO 80204  
Phone: 303-623-0099  
Fax: 303-629-6710  
Hours: AM 8-11:30, PM 12-3:30

**Kentucky Head Start & Combination Option**

852 South Knox Court, Denver, CO 80219  
Phone: 303-935-9453  
Fax: 303-975-4367  
Hours: AM 8-11:30, PM 12-3:30

**Mi Segunda Casa Head Start**

430 West 9<sup>th</sup> Avenue, Denver, CO 80204  
Phone: 303-825-1169  
Fax: 303-825-1119  
Hours: AM 8-11:30, PM 12-3:30

TITLE II - REVISED MUNICIPAL CODE  
Chapter 20 - FINANCE  
ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES

DIVISION 3. - TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

Sec. 20-76. - Payment of prevailing wages.

Sec. 20-77. - Debarment from city contracting due to certain violations of law.

Sec. 20-78. - Requirements before payment to contractors.

Sec. 20-79. - Division constitutes part of all contracts.

**Sec. 20-76. - Payment of prevailing wages.**

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any public building or public work and the work of landscaping that is not performed in connection with the construction or renovation of a public building.
- (b) *Contract specifications.* The specifications for every contract in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the contract. However, as to contracts in effect as of March 1, 2011, future increases in supplemental wage rates for the heavy construction, highway construction and building construction trades approved and published by the career service board shall not become mandatory on the contractor or subcontractors until the second anniversary of the date of publication of the



TITLE II - REVISED MUNICIPAL CODE  
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DIVISION 3. - TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

increased supplemental wage rates by the board. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific service agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(c) *Determination of prevailing wages.*

- (1) The city council hereby declares that it is in the best interests of the city to have a uniform determination of the prevailing wages to be paid to the various classes of laborers, mechanics and workers which will be required in the performance of work covered by this section.
- (2) The city council hereby finds and concludes that the federal government, in implementing the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5), possesses and exercises a superior capability with superior resources to ascertain the basic rate of pay, overtime, and other benefits which accurately represent the current prevailing rate of wages for work covered by that federal law. The career service board shall determine that the prevailing wages applicable to the various classes of laborers, mechanic, and workers covered by this section and the Davis-Bacon Act correspond to the prevailing wage determinations made pursuant to that federal law as the same may be amended from time to time. The board shall undertake to keep and maintain copies of prevailing wage determinations made pursuant to the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5) and any amendments to that federal law. The board shall also keep and maintain such other information as shall come to its attention concerning wages paid in the Denver metropolitan area. If the board has reason to believe that a prevailing wage determination made pursuant to that federal law is substantially different from wages paid in the Denver metropolitan area based upon other information, it shall so inform the city council for their consideration and action by ordinance. The provisions of this section shall supersede any differing provisions of that federal law, except when that federal law is applicable independent of this section.
- (3) It shall be the duty of the career service board to determine, after hearing, the prevailing wages for the various classes of laborers, mechanics, and workers which will be required in the performance of work covered by this section but not be covered by the Davis-Bacon Act, which determinations shall be made at least annually, and as frequently as may be considered necessary by the career service board in order that the determination which is currently in effect shall accurately represent the current prevailing rates of wages. Prior to making such determination, the career service board shall give reasonable public notice of the time and place of the hearing concerning such proposed determination and shall afford to all interested parties the right to appear before it and to present evidence. "Prevailing wages" shall mean, for each class of work covered by this section, but not covered by the Davis-Bacon Act, the rate of pay and the overtime and other benefits granted to such full-time workers in the Denver metropolitan area. The rates shall be determined using the same method as used for those classes which are covered by the Davis-Bacon Act. Should this method cause a reduction in compensation of any class of workers, the career service board will review the appropriateness of using this methodology and may recommend to city council a different method for establishing prevailing wage rates.

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not

TITLE II - REVISED MUNICIPAL CODE  
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DIVISION 3. - TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.

(d) *Mandatory contract provisions; enforcement.*

- (1) Every contract covered by this section shall contain a provision requiring the contractor and every subcontractor under such contract to pay every worker, mechanic and laborer employed under such contract not less than the scale of wages as provided for under subsections (b) and (c).
- (2) Such contract shall further require the contractor and subcontractors to pay all construction workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications; except that the contractor and subcontractors shall make such payments to janitorial or custodial workers, and oil and gas employees and contractors, at least biweekly.
- (3) Every such contract shall further provide that the contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor.
- (4) The contract shall further provide that if the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the manager of finance shall not approve a warrant or demand for payment to the contractor until the contractor furnishes the auditor evidence satisfactory to the auditor that such wages so required by the contract have been paid. Nothing herein shall preclude the manager of finance from approving a partial warrant or demand for payment to the contractor to the extent the auditor has been furnished evidence satisfactory to the auditor that one or more subcontractors has paid such wages required by the contract, even if the contractor has not furnished evidence that all of the subcontractors have paid wages as required by the contract. Any contractor or subcontractor may utilize the following procedure in order to satisfy the requirements of this section:
  - a. The contractor or subcontractor may submit to the auditor, for each worker, mechanic or other laborer to whom such wages are due, a check, as required by the auditor. Such check shall be payable to that worker, mechanic or other laborer, or to the City and County of Denver so it is negotiable by either of those parties. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that worker, mechanic or other laborer by the contract and the wages actually paid by the contractor or subcontractor.
  - b. If any check submitted pursuant to paragraph (4)a. of this subsection cannot be delivered to the worker, mechanic or other laborer within a reasonable period of time as determined by the auditor, then it shall be negotiated by the city and the proceeds deposited in the auditor's unclaimed prevailing wages special trust fund. Nothing in this subsection shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any worker, mechanic or other laborer to whom wages are due.
  - c. Any valid, verified claim for prevailing wages that is actually received by the city through negotiation of any check submitted pursuant to paragraph (4)a. of this subsection must be made prior to two (2) years after the date of the last underpayment by the contractor or any subcontractor to the worker, mechanic or other laborer to whom such wages were due. After such date, the city shall no longer be liable for payment. The city, as trustee, shall pay such claimant only the amount of the check that is actually negotiated, regardless of any dispute as to any additional amount of wages owing to the worker, mechanic or other

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laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.

- d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
  - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
  - (6) It shall further be provided in such contract that the copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract, either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.
  - (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each week, or portion thereof, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
    - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
    - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
  - (2) The penalty shall be twenty dollars (\$20.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.

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- (3) The penalty shall be thirty-five dollars (\$35.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
- (4) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
- (5) The determination of the auditor as to the imposition and amount of the penalty shall be reviewable as follows:
  - a. Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
  - b. The auditor shall designate as a hearing officer a person retained by the city for that purpose.
  - c. The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
  - d. Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
  - e. The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
  - f. Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

(Code 1950, §§ 161.1A, 161.1B, 161.1C, 161.1D; Ord. No. 582-85, § 2, 10-28-85; Ord. No. 212-89, § 1, 4-17-89; Ord. No. 979-95, § 1, 11-27-95; Ord. No. 546-96, § 1, 7-1-96; Ord. No. 624-97, § 1, 9-22-97; Ord. No. 277-00, § 1, 4-3-00; Ord. No. 84-02, § 1, 1-28-02; Ord. No. 656-06, § 1, 10-9-06; Ord. No. 679-06, § 1, 10-16-06; Ord. No. 423-09, § 1, 8-3-09; Ord. No. 285-10, § 1, 5-24-10; Ord. No. 161-12, §§ 1, 2, 3-19-12; Ord. No. 387-12, § 1, 7-30-12)