

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **VOLUNTEERS OF AMERICA COLORADO BRACH**, a Colorado non-profit corporation, with an address of 2660 Larimer Street, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

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

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

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

C. “Delegate Agency” means the Contractor or Contractor’s successor- in-interest with whom the City has contracted to operate a portion of the City’s Head Start Program.

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

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

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

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

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

I. “Services” means the scope of services to be provided by the Contractor as

set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

J. “Subcontractor” means any entity other than a Subdelegate that furnishes, to the Contractor or its Subdelegates or Vendors, services (other than Head Start professional services), goods or supplies under this Agreement.

K. “Subdelegate” means any entity retained by Contractor, by written agreement to operate all or part of the Contractor’s Head Start program on a professional basis as described in this Agreement but does not include Vendors or entities retained to provide goods, services or supplies under this Agreement.

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

M. “Vendor” means, for purposes of this Agreement only, any entity retained by a Delegate Agency, by written subcontract, to provide a specified Head Start service on a professional basis for Denver’s Head Start Program and does not include Subdelegates or entities retained to provide goods, services or supplies under this Agreement.

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

3. CONTRACT DOCUMENTS: This Agreement consists of Sections 1 through 41, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

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

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

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

D. Exhibit D, Schedule for Submission of Reports.

E. Exhibit E, Site Locations.

F. Exhibit F, Certificate of Insurance.

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

4. TERM: The Agreement will commence on July 1, 2022 and will expire on June 30, 2023 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

A. At the direction of the Director, or the Director’s Designee, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the deliverables set forth in the Exhibits attached hereto to the City’s satisfaction.

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

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

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

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

B. Communicate timely with the Head Start Director concerning the provision of services hereunder and attend and participate in meetings as requested reasonably by the Director or the Director’s designated representative;

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

D. Permit the City or the ACF to carry out reasonable monitoring and evaluation activities and ensure the cooperation of the Contractor, its employees, agents, board

members, and subcontractors in such efforts;

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

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

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

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

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

In the event of an emergency (an unforeseen event that endangers the health or safety of children enrolled in Contractor's Head Start programs), the Contractor may cease program operations for a limited period of time; provided, however, that Contractor will

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

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

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

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

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

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

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

7. COMPENSATION:

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

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

C. Invoices. Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the 21st of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted

funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

D. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED EIGHTY-NINE THOUSAND EIGHT HUNDRED NINETY-NINE DOLLARS AND ZERO CENTS (\$889,899.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

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

E. Recovery of Incorrect Payments. The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including, but not limited to, applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law.

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **ONE HUNDRED SEVENTY-SEVEN THOUSAND NINE HUNDRED EIGHTY DOLLARS AND ZERO CENTS (\$177,980.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

Every one of Contractor's Expenditure Variance Reports will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control Number of this Agreement as designated below on the City's signature page. Every one of Contractor's Expenditure Variance Reports will be submitted with supporting documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction listings, journals and invoices paid by the Contractor that equal or exceed One Thousand Dollars

(\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

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

All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of Head Start. In the event that federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the Contractor by revising **Exhibit B** or it may terminate this Agreement. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on **Exhibit B**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

I. Updated Program Conditions. If additional conditions are lawfully imposed on the Head Start Program and the City by federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such additional conditions. If the Contractor is unable or unwilling to accept any such additional

conditions concerning the administration of the Head Start Program, the City may withhold payment to the Contractor of any unearned funds or terminate this Agreement in accordance with Section 19.A.2, below. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.

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

8. REPORTS:

A. The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning reporting requirements of delegate agencies and will require any and all Subdelegates and any Vendor to establish and maintain said reporting systems. In addition to any other reports required or requested under this Agreement or any exhibit, the Contractor will prepare and submit the following reports and will require any and all Subdelegates and, as directed by the Director, any Vendor to prepare and submit the following reports:

(1) Enrollment Report. The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor at all times the number of students it has enrolled for Head Start services and will promptly identify

any and all vacancies.

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

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

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

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

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

(6) **Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in **Exhibits A** and **B** as well as an evaluation of the effectiveness of Contractor's management systems, child development and health services, family

and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City.

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

(8) **Other Reports.** The Contractor will prepare and submit any other report or information pertaining to the administration of Head Start programs and expenditure of Head Start funds as requested by the City; any and all official reports for federal, state and local governmental entities, as required by applicable law; and will prepare and maintain all records, statements and information as required by applicable federal, state and local laws for the purpose of carrying out the provisions of this Agreement or the Grant.

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

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

9. PERFORMANCE MONITORING/ INSPECTION: The Contractor will permit the Director or any other governmental agency authorized by law, or their respective authorized designees, to monitor all activities conducted by the Contractor pursuant to the terms of this

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

10. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

11. EXAMINATION OF CONTRACTOR RECORDS:

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

examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

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

12. AUDIT REQUIREMENTS:

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

B. Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with any Subdelegates or any Vendor will contain a clause stating that Subdelegates or Vendors, as appropriate, are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's audit will either include an audit of Subdelegates and any Vendor, unless said Vendor has been

exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own independent audits. If a Subdelegate or Vendor conducts its own audit for Head Start services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

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

D. The Contractor will satisfy the requirements of the Single Audit Act of 1984, as amended, codified at 31 U.S.C. §7501, *et seq.*, and as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

13. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City hereunder constitute or be construed to be a waiver by the City

of any breach of covenant or default which may then exist on the part of the Contractor. No payment, or other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach of any term of Agreement constitutes a waiver of any other breach.

14. INSURANCE:

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

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

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

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

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

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

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

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

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall

maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

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

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

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

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

(11) Bond: If required by applicable federal law, as currently presented in 45 CFR Part 75 304, the Contractor will obtain and keep in force during the term of this Agreement a fidelity bond, in form and surety acceptable to the City, conditioned upon the faithful and honest utilization and handling by the Contractor's employees and officers of all monies paid to the Contractor by the City pursuant to this Agreement, said bond to protect the City against any malfeasance or misfeasance with respect to such funds on the part of such persons. All appropriate federal officials will authorize any determination made by Contractor that such bond is not required by applicable federal law in writing.

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

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such

Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

16. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT: For Contractors that are a "public entity", the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the

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

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

18. ASSIGNMENT AND SUBCONTRACTING:

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract whichever is later. Such consent of the City obtained as required by this paragraph shall not be

construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

19. TERMINATION:

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

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

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

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

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

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

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the City's Head Start program. Denial of requests for payment and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

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

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

(5) Deny in whole or in part any application or proposal from Contractor

for refunding of a Head Start program for a subsequent program year regardless of source of funds;

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

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

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

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

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

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

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

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

(3) Notwithstanding the preceding paragraphs, the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud,

undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

B. By the Contractor. The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

C. Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against

the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Paragraph 4, “**Term**”, above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor’s possession, custody, or control by whatever method the City deems expedient.

21. PROCUREMENT:

A. Tangible Property. The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75.327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the “Procurement Standards” contained in 45 CFR Part 75 and consistent with the requirements contained in this Section 20.

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

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

22. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

D. **Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in

place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit E**. In addition, the Contractor will secure, post and maintain in its' files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in **Exhibit E**. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

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

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B. Head Start Program Performance Standards, 45 CFR Part 1301 through

1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;

C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, and 92;

D. All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR Part 200, *et seq.* and 2 CFR Part 25.110;

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

F. The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;

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

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

I. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 CFR Part 180. The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 CFR Part 180 and 2 CFR Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time Contractor learns that the Contractor’s certification to enter into this Agreement was erroneous, when submitted or has become erroneous, by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore,

if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

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

J. Byrd Anti-Lobbying. If the Maximum Contract Amount exceeds \$100,000.00, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

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

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

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

(1) In carrying out its obligations under the Agreement, Contractor audits officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

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

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

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

M. No Discrimination in Program Participation (Federal). The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964

(Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), or other Federal, State or local laws that provide additional protections against discrimination. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 CFR Part 75.300(c);

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

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

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

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

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

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

T. City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Contractor, its officers, agents and employees will cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor's personnel from City facilities or participating in City operations;

U. Confirmation of Lawful Employment (City Ordinance):

(1) This Agreement is subject to Division 5 of Article IV of Chapter 20

of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

(2) The Contractor certifies that:

(a) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.

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

(3) The Contractor also agrees and represents that:

(a) It shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

(b) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

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

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

(e) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

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

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

24. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

25. CONFLICT OF INTEREST:

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

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

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

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

Executive Director of Denver Great Kids Head Start Office
201 West Colfax Avenue, Dept. 1101
Denver, Colorado 80202

With a copy of any such notice to:

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

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

27. DISPUTE RESOLUTION: All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children.

28. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of

Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Data and Information. The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) personal information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as "City Data". Contractor agrees that disclosure of City Data may be damaging to the City or third parties. Contractor agrees that all City Data provided to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect City Data as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. "Personal Information" means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account

number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

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

D. "Data Protection Laws" means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

E. Confidentiality; No Ownership by Contractor. Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all Client Information, and any other work product, with or without Personal Information, developed or obtained by Contractor

pursuant to this Agreement and such information or work product are considered to be “City Data”. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

F. Use and Protection of Personal Information and City Data. Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Data including without limitation: (i) keep and maintain Personal Information and City Data in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Data solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Data for Contractor’s own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in “data mining” of Personal Information or City Data except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

G. Employees and Subcontractor. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor

shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

H. Loss of Personal Information or City Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be

written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

I. Data Retention and Destruction. Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely destroy or transmit to City the City Data in an industry standard format. Upon the City's request, Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Data controlled exclusively by Contractor, Contractor will immediately preserve the state of the Personal Information or City Data at the time of the request and place a "hold" on Personal Information or City Data destruction or disposal under its usual records retention policies of records that include Personal Information or City Data, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

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

K. Data Transfer Upon Termination. Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all Personal Information and City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days.

Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

L. Disclaimer. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and City Data on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or City Data. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

M. Open Records. The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, CRS, and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this

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

30. INTELLECTUAL PROPERTY RIGHTS:

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

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

(1) To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a "work made for hire" and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a "work made for hire," the Contractor (by this

Agreement) sells, assigns and transfers all right, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Contractor will not copyright, trademark or patent any work, materials, devises, methods, processes, or products New Original Works developed by Contractor as a result of the Services provided under this Agreement without the prior written approval of the City and, if required, the federal government. To the extent that Contractor cannot make any of the assignments required by this article, Contractor hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the New Original Works and all works based upon, derived from, or incorporating the New Original Works by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Exhibits to Head Start/Delegate Agency Agreement

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

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]**

Contract Control Number: MOEAI-202262471-[[This Amendment Number]]
Contractor Name: VOLUNTEERS OF AMERICA COLORADO BRANCH

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

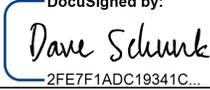
By:

By:

By:

Contract Control Number:
Contractor Name:

MOEAI-202262471-[[This Amendment Number]]
VOLUNTEERS OF AMERICA COLORADO BRANCH

By:  _____
DocuSigned by:
Dave Schunk
2FE7F1ADC19341C...

Name: Dave Schunk
(please print)

Title: President and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

**Volunteers of America Colorado Head Start
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Section 1 Program Design and Approach to Service Delivery

Sub Section A: Goals

Program Goals

Volunteers of America Colorado Head Start program goals remain the same and no changes have occurred.

Goal 1: All Volunteers of America Colorado Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.

Goal 2: All Volunteers of America Colorado Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.

Goal 3: All Volunteers of America Colorado Head Start families are Head Start leaders and advocates for their children and building connections in the community to improve their own skills and are engaged as their children's first teacher to ensure children are ready to succeed in school.

Goal 4: All Volunteers of America Colorado Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.

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Goal 5: Volunteers of America Colorado Head Start operations and financial administration are efficient, effective, and promote parent, family, and community engagement across all levels of Head Start programming.

Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
95% students will maintain 90% attendance throughout the scheduled school year.	77.6%	89.6%.	88%	84%	14% *COVID Impacted
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Prioritized family need and concerns related to health and safety by offering increased case management, counseling, and educational services to help empower families with knowledge to make decisions based in science and to reduce fears. • The Health team presented COVID information to families and answered questions daily for staff and families. • None-the-less, we experienced a significant reduction in attendance due to health-related concerns. The VOAC ECEC team responded by increasing home visits to deliver home learning kits and supported families with virtual learning options when necessary. • Activities were COVID adjusted with social distancing, curbside check in and check out, a combination of outdoor meetings and virtual meetings as appropriate. • We worked diligently to create the safest environment possible by implementing cohorts, scrubs, additional PPE, on-site rapid testing, increasing electrostatic cleaning, eliminating items that were more likely to hold the virus, and reducing the number of people who were allowed in the building. • The VAOC ECEC team worked closely with vendors such as Sewall, Denver Health Mental Health, Denver Health Nursing to identify new and creative ways to meet objectives. • Family service team engaged families beginning with the recruitment process and continued in partnership with teaching staff through, enrollment, parking lot orientation, special events and meetings in the parkinglot for in person contact and virtual home visits and conferences as appropriate. • Potential barriers for family success are identified during enrollment, via family interview as well as in CCR Strength Needs and Interest Parent Survey (SNIP), and Family Partnership Agreements (FPA's). 					

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Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> Family services team provide resources to help reduce and eliminate barriers such as resources and referrals, bus passes, gas cards, and flexible scheduling. Family services team review attendance procedures with families. When absences occur without notification, Family services team call the family and ultimately progresses to home visits to ensure safety and provide case management. Families comfort was honored with options of in person and virtual whenever possible. Monthly Café Padre’s were offered virtually and in the parking lot pending parent preference. The goal of Café Padres is to build community and connection among parents, recognizing people are more likely to engage when they feel connected. Children’s books and gift cards were given away as incentives for attendance. Families were offered Home-Based services. We hosted virtual Kindergarten Readiness Meetings with local school representatives and aided parents in registration on-site. Although in person learning ended abruptly in March 2020 when our local school district closed due to the pandemic and our city issued a stay-at-home order, we provided virtual educational services that evolved rapidly based on identified need: YouTube channels, Zoom, drive through distribution of education kits for at home learning, lending library, home deliveries of items, distribution of family games and craft activities to increase positive family interactions while quarantined. We re-opened to in-person learning with summer Head Start June 2020-August 2021 and have continued fully with in-person learning. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Monthly attendance reports. Referrals in Child Plus. Heath screens. Distribution tracking list. 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
85% students will demonstrate developmentally appropriate growth in all developmental domains.	74%	63%	77%	66% *COVID	78%
<p>-Activities or Action Steps to Meet Objective Above:</p>					

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Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> • Teachers participate in Erickson Math Institute to increase teacher competency in teaching math skills. • Teachers train with The Bueno Center, University of Colorado for dual language classroom instruction. • Teachers engage in intensive instructional coaching from The Learning Community coach with self-identified goals based on classroom video and peer review, Early Childhood Mental Health Consultation, Trauma Informed practice consultation and curriculum coaching through Denver Public Schools and Education Manager. • Annual preservice training in Creative Curriculum, Al’s Pals, Head Start 101, ERSEA, Special Education identification and referral process, Trauma Informed Practice, Culture of Wellness, Diversity Equity and Inclusion, and promoting an Anti-Racist curriculum. • Due to the pandemic the teaching team and families were faced with many challenges related to COVID illness, COVID restrictions, and virtual learning that negatively impacted our data. • Teachers participate in annual CLASS training and observation. We have noted a decrease in CLASS scores after March 2020. We attribute this to new staff, ongoing substitutes, increased stressors students and staff face, and overall staff burnout. • We have addressed staff burnout by offering a variety of resources and coaches such as: Employee Assistance Program, Mental Health Consultation, Resilient Futures, staff bonuses, wage increases, additional time off, flexible schedules, incentives, health and wellness tools, self-care items and continuous check ins and conversations about current needs. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Annual CLASS Scores. • TS Gold reports. • Inter Rater Reliability verifications. • Successful creation and implementation of IEP’s. • Successful referrals for Mental Health consultation. • Teacher retention rates from Paylocity. 					

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Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
90% of families will participate in one or more healthy lifestyle events by mid-year.	50%	100%	100%	100%	100%

-Activities or Action Steps to Meet Objective Above:

- Creative presentations of health information occurred via zoom, parking lot events, in one-on-one case management meetings, through text messaging, phone call and printed materials.
- Nursing support provided in preferred language increased.
- Mental health support provided in preferred language increased via phone calls, zoom meetings, outdoor meetings, distribution of printed materials, supplies to create cozy corners, libraries and bedtime routines were provided to families.
- Distribution of healthy food via pantry boxes from VOAC City Harvest and community food distribution via We Don't Waste, Conscious Alliance and Fed Ex.
- My Outdoor Colorado, Denver Parks and Recreation offered virtual and outdoor events for families.
- Culture of Wellness offered virtual and printed materials for families.
- Referrals to community programs that support healthy and active lifestyles.
- Developed a new relationship with Westwood Unidos gardening program for both a community garden and support with home gardening. Implemented potted gardens with support of DGKHS and Nutrition Consultants.
- The Family Community Advocates purchased and delivered hygiene and medical supplies to families who were ill.
- Regularly scheduled routine health visits and screening were interrupted by COVID. Many providers discouraged in person visits due to increased risk of exposure. Many families expressed concern in going to medical facility during pandemic.

-Data, Tools, or Methods for Tracking Progress Above:

- Family Partnership Agreements.
- Pre/Posttest with Culture of Wellness.
- Student BMI data.
- CCR Analytics surveys.
- Parent sign in sheets for events.

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Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
100% children and families have access to Mental Health in primary language and all staff are trained in Trauma informed Care and ACE's.	80%	100%	100%	100%	100%
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Annual Pre-Service training for all staff. • DHMH consultation and support provided by DGKHS. • Family service team and managers received Motivational Interviewing training. • We will continue with Conscious Discipline training, Trauma informed practice via Resilient Futures, implementation of the staff wellness program, and with supports/services from our Early Childhood Mental Health Consultants. • Purchased AI's Pals Social Emotional Curriculum and training to better support identified needs in the classroom. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Referrals via Child Plus. • Ages and Stages SE Questionnaire. • TS GOLD Social Emotional Domain demonstrates growth. • DECCA via Early Childhood Mental Health Consultants. 					
100% of children and families are introduced to new foods and nutrition information.	100%	100%.	100%	100%	100%
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Ongoing engagement of Culture of Wellness via Zoom and parking lot sessions as appropriate. • Nutritious and diverse breakfast, lunch and afternoon snack provided. • Distribution of pantry boxes, community food distribution, November, and December Turkey Basket distribution. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • CACFP Record of Meals. 					

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Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> • Monthly food menu distribution. • Sign in sheets documenting participation in Culture of Wellness, Cooking Matters, Pantry Boxes and food distribution. 					

Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children and building connections in the community to improve their own skills and are engaged as their children’s first teacher to ensure children are ready to succeed in school.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
A minimum of one center wide and one classroom specific program is offered monthly to parents.	6 center wide activities were offered.	12 center wide activities were offered.	14 Center wide activities were offered.	20 Center wide activities offered	107

- Activities or Action Steps to Meet Objective Above:
- Family services staff offered culturally relevant parent groups based off evidence-based curriculum that strengthen family coping skills and resiliency.
 - Community partners were invited to share information, activities, and resources during parking lot events with parents.
 - The Parent Policy Committee planed events that met the needs of not just the school but also the entire community such as: food, diaper, and school supply distributions.
 - Family services staff offer referrals and connect families with community and social service agencies to meet the family needs and help them thrive.

- Data, Tools, or Methods for Tracking Progress Above:
- Calendar of events.
 - Sign in sheets.
 - Promotional flyers.
 - Collection of referral data.
 - Tracking of family goals and partnerships.

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Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children and building connections in the community to improve their own skills and are engaged as their children's first teacher to ensure children are ready to succeed in school.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
The FCA's coordinate the delivery of Financial Literacy series annually and it is available to all parents.	1 English and 1 Spanish offered in 2017/18	In 2018-19 they will be offered after January 2019 due contractual agreement with organization.	Launched an embedded Financial Empowerment Center for families and staff.	Referred 23 Individuals to Financial Empowerment Center.	Referred 32 to Individuals to Financial Empowerment Center.
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Previously launched on-site, fully embedded Financial Empowerment Center and as program design changed, referred families to city location. • Financial Empowerment Center resource is introduced to parents via Family partnership meetings, Parent Policy meetings, Café Padre sessions and parking lot events to meet the coaches. • Financial classes offered in English and Spanish on-site were suspended during COVID. • Confidential one on one financial coaching sessions in home language. • Access to a confidential financial navigator for additional resources in home language. • Annual Family partnership agreements and referrals in home language. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Sign in sheets. • Progress toward goals, Child Plus. • Referrals, Child Plus. • CCR Analytics reports. • Monthly reports from financial empowerment Center, transitioned to Monthly Financial Empowerment Center meetings and reporting. 					

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Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>100% Children with suspected disabilities are referred within the first 45 days of enrollment and MTSS process initiated. All eligible students will have IEP's completed within 90 days of referral to be served in an inclusive environment and supported by parents who are able to advocate for their child. *Update in 2019 to reflect 120 days.</p>	<p>50% students were identified within the first month. 100% students who were eligible completed IEP within the 90 days of referral.</p>	<p>70% students were identified within the first month. 100% of students who were eligible completed their IEP within the first 90days of referral.</p>	<p>80% Students were identified within the first 45 days and the MTSS process was initiated. All eligible students received a completed IEP within 90 days of referral.</p>	<p>80% Students were identified within the first 45 days and the MTSS process was initiated. All eligible students received a completed IEP within 90 days of referral.</p>	<p>100% Students were identified within the first 45 days and the MTSS process was initiated. 42% received completed IEP's within 90 days of referral. *31% resolved for other reasons. 12% evaluated over summer. 15% had existing IEP's.</p>
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Developmental screenings completed upon enrollment allowed for quicker identification. • Health screenings were interrupted due to COVID. Referrals were delayed due to inability to obtain needed hearing and visual screens/rescreens or obtain required follow up from specialist. Our Education Manager attempted to resolve this barrier by self-training on needed equipment to complete student health screenings under virtual direction of Health team. • Delayed referrals and IEP's were the direct result of COVID's impact on our partners such as: vendors inability to provide services on-site, vendors experienced reduced staff and could not meet the need, technology did not support need, parent anxiety and concern regarding going to the doctors or doctors declining non-emergency appointments. 					

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Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<ul style="list-style-type: none"> • Actions we took to address this were: purchased technology, DGKHS purchased technology, identified additional optometrist locally who was willing to accept appointments. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Composition report. • Child Plus. • Nursing report. 					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Ensure parents understand their rights and are empowered to advocate for their child, ensuring school success	100%	100%	100%	100%	100%
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Parent rights and advocacy sessions provided at VOAC. • Parents connected to PEAK Parenting Center and conference. • Team aid with education and empowerment through group discussions and one on one meetings during case management, conferences, home visits, trainings and events. • Nursing team provides consultation to parents to aid with health education and empowerment. • Sewell reviews and explains rights to parents during IEP's and the conversation continues through transition to kindergarten. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Sign in sheets. • Child Plus data reports. • Case notes. • Parent participation in IEP meetings, PEAK conference, and transition meetings. 					

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Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.					
Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
VOAC Managers and Directors are trained and participate in budget creation with the aid of the Finance Department.	70%	80%	80%	80%	90%
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Financial training to include policy and procedure for all managers and directors interfacing with Head Start. • All VOAC Managers and directors participate in annual finance and budget training in the Spring. • Internal Financial reviews occur monthly. • One and two up oversight for spending approval. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Budget Year to Date. • Profit and Loss statements. • Financial audits. 					

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Sub Section B: Service Delivery

In the 2019 application, we revised our goal to the following: *100% Children with suspected disabilities are identified within the first month and Multi-Tiered System of Supports (MTSS) process begins. All eligible students will have Individual Education Plans (IEP's) completed within their first 120 days to be served in an inclusive environment and supported by parents who are able to advocate for their child.* We initially stated an objective of 100% qualifying students would have their IEP within 60 days and realized this was an unrealistic goal if we were to allow time for students to adjust to their new environment and fully complete the MTSS process. We also collaborated with our Nursing team to ensure health screenings occurred earlier and instituted a monthly mandatory report for tracking purposes. This process continues. In response to the Pandemic, the Health team, comprised of our: Nurses, Family service team, and site managers met with the VOAC Head Start Director and Denver Health Project Manager weekly for several months to institute a new practice and slowly tapered down to bi-weekly meetings. This process evolved to the Family service team completing monthly internal audits and reports to manage family needs.

1. Service and Recruitment Area

We have no changes in this goal to report.

One noted challenge in our process to recruitment was the negative impact COVID19 has had on recruitment for the 2021-2022 school year. It has significantly restricted our ability to interact with the community, increased individuals' fears, and concerns related to enrolling, and required a shift in focus to meet the most critical needs such as food and safety. We are addressing this by increasing Westwood community partnerships to

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reach additional families. We intentionally partnered with local business to provide services to our site in hopes of building rapport and increasing a sense of community. We sought consultation from VOAC case managers who are Chinese and Korean, speaking Korean, Mandarin and Cantonese to increase cultural and linguistic response to the Asian community residing East of our site. We obtained new signs and banners for advertisement, new recruitment materials, and radio ads. We partnered with large food distributions run by We Don't Waste to distribute information, canvassed apartment buildings, presented to a number of VOAC housing programs, shelters, and Veterans Services. We ran data reports of all VOAC program participants in metro area and contacted all who had an eligible child. We offered referral bonuses to current families.

2. Needs of Children and Families:

We have no changes in this goal to report.

We have not yet received our CCR SNIP data for the 2021-2022 school year. This data helps us to best understand the families enrolled in our program. The 2020-2021 CCR Strength Needs Interest Parent surveys for the VOAC ECEC indicate the families engaged in our program for two or more years report a lower vulnerability index than the average Head Start family, indicating our trauma informed, wholistic approach is effective in decreasing vulnerability.

Decreasing vulnerability for newly enrolled families from Westwood is increasingly more important than ever. According to the Denver Great Kids Head Start Community Assessment completed by the Denver Office of Children's Affairs, Westwood continues to demonstrate increased vulnerability. We understand children growing and learning in a community impacted by multiple threats towards health and well-being negatively

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impact both the child and family unit. Continuous and reoccurring stressors caused by housing and food insecurity, increased community violence, reduced access to medical care and livable wages all weaken a child's chance to grow and thrive. Fortunately, the presence of positive adult role models and actions taken to reduce the impacts of poverty can help. VOAC ECEC is responding to the Community Assessment identified stressors with the following actions:

Stressors	Actions
<ul style="list-style-type: none"> • Languages other than English increased by 20%. (Families do not have access to services in their home language.) 	<ul style="list-style-type: none"> • Services offered via a bilingual and bicultural team. Printed material in 7 languages. Translation services available.
<ul style="list-style-type: none"> • Average monthly cost of care in Denver is \$2,647, forcing families to make difficult decisions. (Families may elect not to work due to cost, or be forced to leave their child(ren) in unsafe situations for care. 	<ul style="list-style-type: none"> • Free full day Head Start programming with sliding scale fee and CCAP accepted before and after care.
<ul style="list-style-type: none"> • 15% Westwood residents experience food insecurity and this is projected to increase. • 73-89% residents reside in a food desert, little to no access to 	<ul style="list-style-type: none"> • Pantry boxes for Head Start Families as need presents • Turkey basket distribution twice a year

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<p>healthy & affordable food and an increased presence of processed fast food.</p>	<ul style="list-style-type: none"> • Weekly/monthly/quarterly food distributions, until need was met by We Don't Waste. • We offer Culture of Wellness, cooking on a budget classes and Cooking Matters classes with grocery-based incentives.
<ul style="list-style-type: none"> • 12-19% residents access public benefits yet a family of 4 must earn \$83,940 to meet basic needs in Denver. 	<ul style="list-style-type: none"> • The Family service team helps families to understand public charge, navigate and apply for eligible benefits.
<ul style="list-style-type: none"> • Denver has seen an increase in Foster Care services. 	<ul style="list-style-type: none"> • Eligibility Criteria prioritizes children who are in the custody of the foster care system. Children with traumas receive high quality, holistic, trauma informed care with a multi-disciplinary team of professionals.
<ul style="list-style-type: none"> • 13-100% of Westwood Residents are uninsured 	<p>The Family Service team works collaboratively with the health team to help all enrolled families access health insurance and identify a medical home.</p>

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VOAC ECEC has learned through parent conversations and Family Partnership Agreements (FPA's) that families identify many needs related to employment and isolations. The Family Service team continues working with individual families on employment goals through FPA's, partnering individuals with Mi Casa, Work Options for Woman, aiding with resume writing, assisting with applying for jobs, and seeking employment training options that are still available during this time when many resources are limited.

VOAC ECEC has addressed the need of social support by increasing events at our center to help connect families. When we are able, we facilitate parking lot events under canopies in small groups. All other activities are held via zoom but per 2020-2021 CCR only 12% of our families prefer this form of communication and interaction. It is critical that when we can develop safer processes to meet in person, even if outside, that we do. Some events are parent led and facilitated and solely focused on self-care and increasing parent leadership skills, such a Virtual Spa Day. Other events are monthly such as the Parent Policy Committee (PPC), which is program focused, allowing parents to grow in leadership and advocacy roles. Café Padre, also a monthly event for conversation and connection with community members who present local resources. Parents are encouraged to volunteer at the school and often develop supportive relationships.

3. Proposed Program Options

We have no changes in this goal to report.

Our approach to reach this goal continues to evolve in response to the community we serve. We view our community as both the children and families we serve, but also the

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staff we serve. Improving attendance of both staff and students was identified as a goal in 2018.

In response to parent feedback, we implemented the following to increase student attendance: We adjusted our school calendar to align with the public-school calendar more closely, reducing the number of Head Start students who stayed home when older siblings were off of school.

We adjusted our daily schedule to align with older siblings pick more closely up and drop off times, to reduce the wait time or multiple trips families had to make each day.

We prioritized family parking in our parking lot and staff began utilizing street parking to increase the parking spots available in hopes of reducing tardiness.

We implemented monthly attendance letters celebrating families who attended 85% or more and offered incentives.

We created attendance agreements that require the teaching team, family and Family Advocate to meet, discuss and strategize ways to reduce barriers for family.

In response to staff attendance, we spent 1 year observing and monitoring stressors staff members experience and how they contribute to absenteeism. We took a dramatic approach to help mitigate the negative impacts on our workforce, and ultimately the children and families we serve. We developed the following in 2019 and noticed significant improvement in staff attendance, wellbeing and overall job satisfaction:

A group daily practice for connection that included share outs and self-care tips.

We worked to increase community capacity for self-care, and knowledge around wellness. We introduced various wellness activities on-site during paid work time such

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as a crafting day, Yoga, Zumba, self-defense, meditation, and massages. We created a staff cozy corner with calming activities and created an indoor tower garden for staff to When the pandemic struck, nearly everything we had created was put on hold due to social distancing requirements. Our team grieved. VOAC ECEC had worked very hard to create a culture of compassion rooted in trauma informed practice. The COVID-19 pandemic brought significant levels of fear to our staff. Our administration continuously educated the team about their rights regarding the Family First (FFCRA) Act, invited everyone to collaborate on policies and procedures to increase safety at our site, provided PPE, and ensured classroom coverage was available to those who needed to care for their own families. The 2020-2022 were years were difficult and riddled with, tragedy, heartache, and stress for all. We still experience it. The team continues their regular work with Resilient Futures with a focus on the intersectionality of Diversity, Equity and Inclusion and staff resiliency and self-care. The culture of compassion created an environment where staff could rely upon each other, find support, and even some laughter. We know this directly impacts student outcomes and classroom culture.

We provided two extra paid days off December 2020 so staff could enjoy a long break, staff bonus' to those who demonstrated exemplary commitment and service in May 2021. We provided retention bonus' in December 2021 to the entire team. We added another paid holiday in December 2021. We implemented significant pay increases to the ECEC team in January 2022. We are transitioning to a 3-teacher classroom model: Lead Head Start Teacher, Bilingual Associate Teacher I/II, Assistant Teacher. The Lead Head Start teacher will move into a more traditional supervisory role, allowing for

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increased empowerment and accountability in their classroom. They will supervise their teaching team and work collaboratively with the managers to implement quality and responsive programming that best meets their classroom community's needs.

We are constantly engaged in quality improvement feedback loop, looking for ways to best support and retain our staff during this difficult time.

Student attendance this past year was significantly impacted by the pandemic. When the "Stay-At-Home" orders were implemented in March 2020, our team revised program implementation to include virtual learning, home delivery of learning kits, food distribution, cleaning supply distribution, and home activities. Families who experience isolation are also more likely to experience an increase in substance abuse, mental health symptoms, child abuse, and domestic violence. We recognized the challenges our families faced prior to March 2020 and the likelihood of increased concerns. We combated isolation by creating opportunities to connect and share resources via our text messaging system, calling our families more frequently, setting up live zoom activities with teachers, with other parents, with our mental health consultants, and other community partners. We continue these efforts still today.

Westwood was one of the two most severely impacted areas in the city. Our already vulnerable community experienced the second highest COVID19 positive cases in the city resulting in an increase in unemployment, unstable housing, increase in hunger, substance abuse, domestic violence, the many negative impacts of poverty.

Our approach continues to reflect a response to the community we serve. We strive to identify the need and meet it.

4. Centers and Facilities:

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We have no updates or changes in goals to report.

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

We have no changes in this goal to report.

6. Education and Child Development

We have no changes in this goal to report.

Again, while our goal has not changed, we are always evaluating successes and challenges and seeking new ways to improve our strategies and approaches in attaining excellence. We offered several trainings to our team to include Creative Curriculum Cloud, Ready Rosie, Al's Pals, and continued with Conscious Discipline, Erickson Math, Dual Language learner, Culture of Wellness, Young Athletes, Resilient Futures, and a coaching team to meet the team's identified needs. We received feedback that this was too much information to comprehend and implement effectively. As a result, we will be adjusting Preservice in the future to better meet the needs honoring quality over quantity. We will continue with Trauma Informed Practice monthly meetings with Resilient Futures, our coaching team of our on-site Education Manager and Clayton coach in The Learning Community, CLASS training, ECERS training, Erickson Math Institute, Creative Curriculum, and TS Gold. We will work collaboratively with the teaching team to identify individual priorities and areas of focus. This year with the help of The Distant Learning Solution that includes Ready Rosie, a Research Based parenting curriculum, unlimited professional development, and the Creative Curriculum Cloud in both English and Spanish with a confidential communication platform for teachers and parents to share messages, photos, and videos. This platform allowed us to retain connection and engagement with parents when they were not able to enter the

EXHIBIT A

building. It also allowed us to capture and collect important TSG checkpoint data when students were not able to attend in person learning.

7. Health

We have no changes in this goal to report.

We continue to review current practice and procedure through a lens of continuous improvement. Child Plus has been a helpful tool in tracking, reporting, and managing health data.

Throughout the pandemic we noted several families falling behind on regular well child checks, immunizations, and dental care. Our health team has been working with each family individually to quell fears about returning to medical facilities as well as helping to schedule needed appointments. We also enrolled families experiencing homelessness, who arrived in Denver from out of state during the pandemic. Our health team has been critical in supporting them in obtaining insurance and medical home.

In addition to the negative impacts of COVID on the Westwood community, Westwood is an underserved community. This is consistent with national statistics that demonstrate communities of color are often more vulnerable due to historical systemic barriers. This is further compounded as many of our families reside in multi-generational homes that frequently include a family member who is undocumented. This increases fear and anxiety to access human service programs and supports that are available. As a result, not only do many go without TANF, LEAP, SNAP but also Medicaid. Our health team has provided information on how to access health care, when to access, immigrant friendly locations, and how to care for themselves and their community to increase wellness.

EXHIBIT A

8. Family and Community Engagement

We have no changes in this goal to report. We continue to re-evaluate outcomes and how to better meet the self-identified needs of our community. Our FCA team continues to grow community partnerships that allow us to increase resources and services to families.

9. Services for Children with Disabilities

We have no changes in this goal to report.

10. Transition

We have no changes in this goal to report.

11. Services to Enrolled Pregnant Women

We have no changes in this goal to report.

12. Transportation

We have no changes in this goal to report.

Sub Section C: Governance, Organizational, and Management Structures

1. Governance

a. We have no changes in this goal to report.

2. Human Resources Management

a. We have no changes in this goal to report.

**Program Management and Quality Improvement
Section II Budget and Budget Justification Narrative**

1. Please see attached Budget Narrative

2. N/A

3. N/A

EXHIBIT A

4. Management positions within the Head Start program are responsible for overseeing the management of the program's resources to ensure optimal benefits for the children and families served and to make the program as efficient and effective as possible. Volunteers of America Colorado Colorado's Head Start Managers assist in developing and monitoring the budget, and staff is informed of budgetary status during the year. Managers make cost effective purchasing decisions and staff participates in the delivery of cost-effective services. VOAC Head Start management developed the budget in conjunction with VOAC Finance Director and the financial management team also monitors expenditures throughout the year to stay within budget. Spending activities are discussed with staff at team meetings, parents at Parent Engagement meetings and the Children's Committee. Any funds spent require a manager's signature and their supervisors' signature for processing. This financial efficiency allows VOAC to provide enhanced services when needed, (e.g. transitioning to a new early childhood center built and owned by VOAC in 2015), ensure salaries are competitive and classroom operations and supplies are geared toward high quality services which translate to increased school readiness for families and students.

5. Annually, VOAC receives funds from Colorado Preschool Program to meet the match requirement of \$177,980.00. The Colorado Preschool Program (CPP) is a state-funded early childhood education program administered by the Colorado Department of Education. CPP provides access to quality early childhood education for children who are identified as being at risk for academic failure based on life experiences. Each year the Colorado General Assembly provides preschool funding for children who have certain risk factors in their lives that are associated later with challenges in school. It is

EXHIBIT A

estimated that VOAC Head Start will utilize \$177,980.00 of CPP funds to meet the Head Start match requirement.

This, with the \$706,531.00 operations budget and \$5,388.00 Training and Technical Assistance budget total \$889,899.00.

6. N/A

7. N/A

8. N/A

9. N/A

10. N/A

11. N/A

EXHIBIT B**Budget/Budget Narrative for Head Start Grant term: July - June 22-23**

Budget Category	Head Start Base Request	HS Non-Federal Share	Early Head Start Base	EHS Non-Federal Share	Total Per Category
Staff Salaries <i>Narrative:</i>	\$496,752.00	\$77,460.00			\$574,212.00
Benefits <i>Narrative -</i>	\$138,954.00	\$21,588.00			\$160,542.00
Program Supplies/Materials <i>Narrative -</i>	\$20,706.00	\$3,456.00			\$24,162.00
Rent (if applicable) <i>Narrative</i>	\$0.00	\$0.00		\$0.00	\$0.00
Utilities <i>Narrative</i>	\$0.00	\$0.00		\$0.00	\$0.00
Local Travel <i>Narrative</i>	\$996.00	\$0.00		\$0.00	\$996.00
Parent Services <i>Narrative -</i>					\$0.00
Technical Training and Staff Development <i>Narrative:</i>	\$5,388.00	\$0.00		\$0.00	\$5,388.00
Other <i>Narrative -</i>	\$38,119.00	\$68,252.00			\$106,371.00
Indirect Costs <i>Narrative -</i>					\$0.00
Insurance <i>Narrative -</i>					\$0.00
Nutrition Services (Meals)					

EXHIBIT B

<i>Narrative</i> - " Contractual Services " include audit; food service; (amount budgeted is the difference between food service billed and reimbursement received from Child and Adult Care Food Program); VOAC Foster Grandparents; Security costs and temporary help.	\$11,004.00	\$7,224.00			\$18,228.00
Volunteers <i>Narrative</i> -					\$0.00
Totals	\$711,919	\$177,980	\$0	\$0	\$889,899

EXHIBIT B-1
Volunteers of America Head Start
Budget Narrative 2022-2023
1/1/2022

Volunteers of America requests \$711,919.00 in federal operating funds to serve 96 children with Head Start services. This funding includes \$706,531 funding from PA 22 (Operations) and \$5,388.00 to be used for Training & Technical Assistance (PA 20). VOA's required non-federal share is \$177,980. The total operating budget for VOA Head Start is \$889,899.00

A. PERSONNEL

Personnel costs reflect .075 Executive (Division) Director; .75 FTE Director of early Childhood Services; .75 FTE ECE Manager; .75 FTE Education and Disabilities Specialist; .23 of administrative assistant; .50 of 5 FTE Lead Teachers; .50 of 5 FTE Teacher Associates; .25% of 3 FTE Family Service Workers; .50 of 1 Supervisor Case Manager, and .3 PTE Lunch Coordinator.

i. Federal Funds Requested: \$	496,752.00
iii. VOA Non Federal Match funds: \$	68,624.00
v. Total Cost, this category: \$	565,376.00

B. FRINGE BENEFITS

Fringe benefits include FICA at 7.65% of total payroll, unemployment ins. at .5%, worker's comp at 2%, pension and retirement @ 9.5%, and health insurance which varies annually per employee dependent upon different health insurance plan chosen.

i. Federal Funds Requested: \$	138,954.00
iii. VOA Non Federal Match funds: \$	21,588.00
v. Total Cost, this category: \$	160,542.00

C. TRAVEL

Travel costs reimbursement for meetings and homevisits.

i. Federal Funds Requested: \$	996.00
iii. VOA Non Federal Match funds: \$	-
v. Total Cost, this category: \$	996.00

D. EQUIPMENT

No **equipment funds** are requested

E. SUPPLIES

Supply costs include office Supplies, child and family services supplies, food service supplies, medical supplies; laundry, housekeeping supplies and disposables.

i. Federal Funds Requested:	\$	20,711.00
ii. VOA Non Federal Match funds:	\$	<u>3,456.00</u>
iii. Total Cost, this category:	\$	24,167.00

F. CONTRACTUAL

Contractual services include audit; food service; (amount budgeted is the difference between food service billed and reimbursement received from the Child and Adult Care Food Program); VOA Foster Grand Parents (providing 4 "grandparents" for Head Start classrooms); security costs and temporary help.

i. Federal Funds Requested:	\$	11,004.00
ii. VOA Non Federal Match funds:	\$	<u>7,224.00</u>
iii. Total Cost, this category:	\$	18,228.00

G. CONSTRUCTION

No **construction funds** are requested

H. OTHER COSTS

Other costs includes utilities, staff costs, fees and other occupancy costs.

i. Federal Funds Requested:	\$	38,114.00
ii. VOA Non Federal Match funds:	\$	<u>77,088.00</u>
iii. Total Cost, this category:	\$	115,202.00

I. T and TA

i. Federal Funds Requested:	\$	5,388.00
ii. VOA Non Federal Match funds:	\$	<u>-</u>
iii. Total Cost, this category:	\$	5,388.00

TOTAL FED FUNDS	\$	706,531.00
T&TA	\$	5,388.00
TOTAL FED MATCH	\$	177,980.00
TOTAL BUDGET	\$	889,899.00

NOTE: A federal indirect cost rate agreement is not used for VOA Head Start.

MATCH SOURCES

Denver Preschool Program (DPP) - Tuition credits for four year old children who are kindergarten bound	\$0.00
Colorado Preschool Program (CPP)	\$177,980.00
Mile High United Way Grant - Two year grant agreement	\$0.00
Total of Match Sources	\$177,980.00

EARLYCHILDHOOD EDUCATION CENTER 2022-2023

321 S. Yates St. Denver CO 80219 Ph: 720.644.6990

- 1 Childcare closes at 2:30p
- 4 ECEC CLOSED

JULY 2022						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JANUARY 2023						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

- 2 ECEC CLOSED
- 11 Parent Policy Committee
- 16 MLK Day- A Day of Service- Family Service Project

- 1-5 Professional Development
Childcare CLOSED
- 8-12 Home Visits
- 15 Watermelon Welcome
- 16 First Day of School
- 22-25 My Family Celebration
- 29 Parent Policy Committee Recruitment

AUGUST 2022						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

- 8 Parent Policy Committee
- 13-16 Random Acts of Kindness Week
- 13-24 Home Visits

- 5 Center closed
- 14 Parent Policy Committee

SEPTEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MARCH 2023						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

- 6-9 School Social Work Appreciation Week
- 8 Parent Policy Committee
- 27-31 Head Start Closed
Childcare OPEN

- 10-13 Fire Safety Week
- 12 Parent Policy Committee
- 27 Harvest Celebration 4p
- 28 Childcare closes at 2:30p
- 31 Favorite Literacy Character

OCTOBER 2022						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL 2023						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- 7 Childcare CLOSSES at 2:30p
- 12 Parent Policy Committee

- 7-10 Honor Veterans in Our family
- 9 Parent Policy Committee
- 14-23 Parent Teacher Conferences
- 21-23 Head Start Closed
Childcare open
- 23 Childcare closes at 2:30p
- 24 ECEC CLOSED
- 25 ECEC CLOSED

NOVEMBER 2022						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2023						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- 1-4 Teacher Appreciation Week
- 10 Parent Policy Committee
- 11 Tea Party for those who Love like Moms
- 11-26 Parent Teacher Conferences
- 29 ECEC CLOSED

- 14 Parent Policy Committee
- 19-30 Head Start and Child Care CLOSED,
Administrative offices Open 7a-4p
- 22 Center closes at 3:00p
- 29 Center closes at 3:00p

DECEMBER 2022						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2023						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- 1 Last day of school
- 2 Celebration of Learning
- 19 ECEC CLOSED

Denver Great Kids Head Start - Program Year 27 Report Schedule

EXHIBIT D

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



A Ministry of Service

Faye Washington, Board Chair
David K. Schunk, President

2660 Larimer Street
Denver, CO 80205
Phone: 303.297.0408
Fax: 720.264.3306
www.voacolorado.org

**Volunteers of America Early Childhood Education Center is located at:
321 S. Yates St. Denver, CO 80219**

Volunteers of America Colorado Branch

Affordable Housing • Aging and Nutrition Services • Building Services & Safety • Marketing & Development
Northern Colorado • Residential, Youth & Emergency Services • Southwest Colorado • Veterans and Supportive Services • Volunteers



EXHIBIT F

ADDITIONAL COVERAGES

Ref #	Description Security Liability				Coverage Code	Form No.	Edition Date
Limit 1 3,000,000	Limit 2	Limit 3	Deductible Amount 10,000	Deductible Type	Premium		
Ref #	Description Multimeida Liability				Coverage Code	Form No.	Edition Date
Limit 1 3,000,000	Limit 2	Limit 3	Deductible Amount 10,000	Deductible Type	Premium		
Ref #	Description Cyber Extortion				Coverage Code	Form No.	Edition Date
Limit 1 3,000,000	Limit 2	Limit 3	Deductible Amount 10,000	Deductible Type	Premium		
Ref #	Description Business Income and Digital Asset Restoration				Coverage Code	Form No.	Edition Date
Limit 1 3,000,000	Limit 2	Limit 3	Deductible Amount 10,000	Deductible Type	Premium		
Ref #	Description PCI DSS Assessment				Coverage Code	Form No.	Edition Date
Limit 1 3,000,000	Limit 2	Limit 3	Deductible Amount 10,000	Deductible Type	Premium		
Ref #	Description Cyber Deception (Social Engineering)				Coverage Code	Form No.	Edition Date
Limit 1 250,000	Limit 2	Limit 3	Deductible Amount 0	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		