

2011-0488

**AGREEMENT for Head Start Services for Program Year 2011-2012**

## **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 (the "City") and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER**, a Colorado not-for-profit corporation, whose address is 4045 Pecos Street, Denver, Colorado 80211 (the "Contractor") collectively "the parties".

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

**A.** "ACF" means the Administration For Children, Youth and Families.

**B.** "CFR" means the Code of Federal Regulations.

**C.** "Delegate Agency" means the Contractor or Contractor's successor in interest with whom the City has contracted to operate a portion of the City's Head Start Program.

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

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

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

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

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

**I.** "Service Area" means the specific geographic areas within the City and County of Denver designated by the City as an area to be served under Denver's Head Start Program by a Delegate Agency.

**J.** "Services" means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the

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provision of services to administer and operate Head Start program.

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

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

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

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

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

**3. CONTRACT DOCUMENTS:** This Agreement consists of Paragraphs 1 through 44, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

**A.** Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2011-2012.

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

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

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

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

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

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

The terms and conditions of paragraphs 1 through 44 hereof will control any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

4. **TERM:** The Agreement will commence on July 1, 2011, and will expire on December 31, 2011 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

5. **SERVICES TO BE PERFORMED:**

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

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

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

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

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

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

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

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

E. Obtain and maintain all applicable licenses, permits and authority required to provide services under this Agreement;

F. Establish and maintain efficient and effective records and record keeping policies in accordance with the requirements prescribed by the federal

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government or reasonably required by the City for all matters covered by this Agreement to provide accurate and timely information regarding children, families, and staff, and will ensure appropriate confidentiality of this information;

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

**H.** Establish policies and procedures to secure and protect all Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include but are not limited to methods to prevent the use of e-mail and Internet services for non-business purposes.

**I.** Operate Head Start programs as designated by the City and County of Denver and in accordance with the hours and days set forth on **Exhibit C**, the Calendar of Times and Days of Operation. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from the hours stated in Exhibit C, it will, in writing, notify the Director and request the Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours of operation.

In the event of an emergency (an unforeseen event that endangers the health or safety of children enrolled in Contractor's Head Start programs), the Contractor may cease program operations for a limited period of time; provided, however, that Contractor will immediately take all necessary and appropriate measures to ensure that services are immediately reinstated for any and all children enrolled in Contractor's Head Start programs that may be displaced as a result of an emergency. In the event that Contractor ceases program operations as a result of an emergency,

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the Contractor will notify the Director of the cessation in program operations, the site or facility where program operations ceased, the actions taken by Contractor in response to the emergency, and Contractor's estimate as to when services will be reestablished at the site where the emergency occurred, by telephone on the same day of cessation and in writing within five (5) business days of the day of cessation.

J. Maintain program operations for the length of the Program Year as set forth in Exhibit C. If the Contractor changes the length of the Program Year or deviates in any manner from Exhibit C, Contractor will obtain the written approval of the City at least thirty (30) calendar days prior to the date the requested change is to be effective. Failure to request the advance written approval of the City will be deemed to be a default under this Agreement and may result in the City invoking any or all remedies stated in paragraph 21 below.

K. Pursuant to applicable provisions of the Head Start Performance Standards, the Contractor will include in all Head Start meals those foods that conform to the "minimum standards" for meal patterns in accordance with any and all guidance issued by the ACF. Contractor will comply with all requirements stated in 45 C.F.R. 1304.23 as may be amended from time to time and will ensure that any and all subcontractors will comply with said provisions.

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

## 7. **COMPENSATION:**

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

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

### C. **Invoices/Budget modifications.**

(1) Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day of the following month for which Contractor seeks

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 2011-2012, HHS may issue only a partial financial award for program costs for Program Year 2011-2012. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of Head Start. In the event that federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the Contractor by revising Exhibit B or it may terminate this Agreement.

**I. Maximum Contract Liability.**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed the Maximum Contract Amount. The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

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

**8. REPORTS:**

**A.** The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning reporting requirements of delegate agencies and will require any and all Subdelegates

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

**(1) Enrollment Report.** The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies. The Contractor will maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy and no more than thirty (30) calendar days may elapse before the vacancy is filled. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), as may be amended from time to time, elect not to fill a vacancy when sixty (60) calendar days or less remain in the program's enrollment year. To the extent permitted by 45 C.F.R. 1305.4(b)(1), as may be amended from time to time, at least ninety percent (90%) of the children who are enrolled in each of Contractor's Head Start programs must be from low-income families whose income will not exceed 130% of poverty guidelines as established by the federal government. To the extent permitted by 45 C.F.R. 1305.4(b)(2), as may be amended from time to time, up to ten percent (10%) of the children who are enrolled by the Contractor may be children from families that exceed the low-income guidelines of the federal government but who meet the criteria that the ACF has established for selecting such children and who would benefit from Head Start services.

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

**(2) Attendance Report.** The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 C.F.R. 1305.8, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City;

**(3) Personnel Report.** The Personnel Report will include quarterly and year to date employment status for all staff and contract employees performing Head Start duties, including the position held by such persons and a listing

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of which positions, if any, are unfilled. The Personnel Report will be consistent with any format designated by the City;

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

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

**(6) Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in Exhibits A and B as well as an evaluation of the effectiveness of Contractor's management systems, child development and health services, family and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City;

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

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

**(9) Inventory Report.** In accordance with paragraph 22.B below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director, of all Equipment and Controlled Assets purchased under this Agreement. The date for submission of the Inventory Report may be set forth in Exhibit D or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

**B.** The reports required in this paragraph 8 will be submitted in accordance with the schedule set forth in **Exhibit D**. If Contractor does not submit such reports in accordance with Exhibit D, the City may determine and find that such failure constitutes an act of noncompliance, a deficiency or an event of default and the City

may invoke any remedy provided in this Agreement or otherwise available to the City by law. If Contractor does not submit such reports in accordance with Exhibit D and no further payments are due from the City, then such failure will automatically be deemed to be an event of default and the City may, in addition to any other remedies provided in this Agreement or available to the City by law, deny Contractor any future awards, grants, or contracts of any nature by the City.

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

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

**11. EXAMINATION OF CONTRACTOR RECORDS:**

**A.** Any authorized agent of the City including the City Auditor or the Auditor's representative, or any authorized agent of the federal government has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

least three (3) years all evidence of business transacted under this Agreement for such period.

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

## **12. AUDIT REQUIREMENTS:**

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

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

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City in writing and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty calendar days prior to the deadline established or permitted by the ACF, then Contractor's corrections will be

made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

D. The Contractor will satisfy the requirements of the Single Audit Act of 1984, codified at 31 U.S.C. §7501, *et seq.*; (Law. Coop Supp. 1997), as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to Circular Nos. A-133 and A-110. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

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

**14. INSURANCE:**

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

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

(1) **General Conditions:** Contractor shall to secure, at or before the time of execution of this Agreement, the following insurance covering services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. 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 "B+" VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. This written notice must be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice be sent ten (10) days prior." If any policy is in excess of a deductible or self-insured retention, Contractor shall notify the City pursuant to the

Agreement. Contractor is 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 to do not lessen or limit the liability of the Contractor.

(2) **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor certifies that the certificate of insurance attached as Exhibit E, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement is not and will 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 and Auto Liability, the Contractor's, Subdelegate's, and Subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

(5) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

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

(9) **Additional Provisions**:

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

(i) Defense costs in excess of policy limits;

(ii) A severability of interests, separation of insureds or cross liability provision; and

(iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

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

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

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

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

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

**15. DEFENSE AND INDEMNIFICATION:**

A. Contractor hereby agrees to defend, indemnify, 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 due to the negligence or willful misconduct of the City. This indemnity has the broadest possible manner to indemnify City for any acts or omissions of the Contractor, its Subdelegates, Subcontractors, subconsultants, or Vendors, either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, irrespective of fault, except for the negligence or willful misconduct of City.

B. Contractor's duty to defend and indemnify arises at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify shall arise even if the City is the only party sued by claimant and/or claimant alleges that the 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, its appointed and elected officials, agents and employees, and will pay on behalf of City, its appointed and elected officials, agents and employees, 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, its appointed and elected officials, agents and employees, 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. TAXES, LATE CHARGES, AND PERMITS:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional

amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**17. ASSIGNMENT AND SUBCONTRACTING:**

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable Federal and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract whichever is later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

**18. DEFICIENCIES/NONCOMPLIANCE:**

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



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

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

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

**C. Findings of Noncompliance.** The City further reserves the right at all times to determine, in its sole discretion, that the Contractor is not in compliance with any provisions of this Agreement which noncompliance does not constitute a deficiency, as such term is defined by the federal government for Head Start purposes, at 45 C.F.R. 1304.3(a)(6). If the Director finds that the Contractor is not in compliance with any provisions of this Agreement, the Director will notify the Contractor in writing of such findings of noncompliance ("Notice of Findings of Noncompliance"). The Notice of Findings will identify the areas of noncompliance to be corrected and will state the date upon which the Contractor is to correct the areas of noncompliance. If the Contractor is

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unable or unwilling to correct the specified areas of noncompliance within the time period designated by the City, then the City will issue a Notice of Findings of Deficiency which must be corrected, either immediately or pursuant to a Quality Improvement Plan in accordance with the procedures set forth in subparagraphs (a) and (b) of this paragraph 18.

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

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

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

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

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

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

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

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

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

**20. OTHER GROUNDS FOR TERMINATION:**

A. By the City.

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

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

3. Notwithstanding the preceding paragraphs, the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

determined.

C. Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in paragraph 4 above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient.

## 21. PROCUREMENT:

A. **Services and Supplies.** Procurement of Services and supplies will be made objectively and independently, free of conflict of interest. The Contractor will spend Grant funds in a way that serves the public interest and honors the public trust. "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Contractor and its Subdelegates and any Vendor will be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Contractor will further submit a copy of a list of the supplies to the City's Head Start Director upon the expiration of this Agreement or if this Agreement is terminated sooner then such list will be submitted to the Director within thirty (30) calendar days of the date of termination. Upon the expiration or earlier termination of this Agreement, all remaining Supplies will be returned to the City or disposed of, as the City will direct.

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

Ownership of all Equipment and Controlled Assets purchased with funds paid under this Agreement by Contractor or Subdelegates or, any Vendor, if such

Vendor is designated by the Director in writing, will be in the City and County of Denver. The Contractor will not dispose of any Equipment or Controlled Assets without the prior written approval of the City.

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City's Head Start Director, of all Equipment and Controlled Assets purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all Equipment and Controlled Assets so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar list for all Equipment and Controlled Assets purchased with funds provided under this Agreement.

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

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

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

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

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

**C. Smoke and Toxin Free Facilities.** All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will comply with the provision of 45 C.F.R. Part 1304.53, as may be amended from time to time, which requires all Head Start facilities and locations to be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with ACF Program Instruction #ACYF-PI-HS-95-04, as may be amended from time to time, and any and all policies of the City concerning the use or sale of tobacco in Head Start or City facilities, may be amended from time to time. No class will be operated in a facility that does not comply with 45 C.F.R. 1304.53, ACF Program Instruction #ACYF-PI-HS-95-04, or any applicable City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

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

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

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- A. The Head Start Act as codified at 42 U.S.C. 9801, *et seq.*;
- B. 45 CFR Part 1301 through 1311, including all regulations referenced therein;
- C. All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;
- D. 45 CFR Part 16, 74, 80, and 92;
- E. The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;
- F. City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Contractor, its officers, agents and employees will cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor's personnel from City facilities or participating in City operations;
- G. "New Restrictions on Lobbying" as set forth in implementing regulations 45 C.F.R. Part 93. Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

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

H. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the Contractor will provide a written

explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the City may pursue any and all available remedies available to the City including but not limited to terminating this Agreement immediately upon written notice to Contractor.

Contractor will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as such clause is set forth at 2 C.F.R. Part 180, in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Order 12549 and its implementing regulations;

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

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

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

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

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

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

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

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

2. The Contractor certifies that:

(a) At the time of its execution of this Agreement, it does



not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

3. The Contractor also agrees and represents that:

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

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

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

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

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

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

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

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City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

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

**26. CONFLICT OF INTEREST:**

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

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

**27. NOTICES:**

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

Director, Denver's Head Start Office  
201 West Colfax Avenue, Dept. 1105  
Denver, Colorado 80202

With a copy of any such notice to:

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

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

**28. DISPUTE RESOLUTION:** Disputes, except disputes involving termination of this Agreement, concerning a question of fact arising under this Agreement which cannot be resolved by the representatives designated by the Director and the Contractor will be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children. Disputes concerning a decision by the City to terminate this Agreement will be resolved by the procedure established by 45 CFR 1303.20, as may be amended from time to time. Pending final resolution of a dispute not involving termination, the Contractor will proceed diligently with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

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

**30. CONFIDENTIALITY:**

**A. Confidential Information.** The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. During the term of this Agreement, the parties may have access to information or a proprietary nature owned or developed by, or licensed to, the other party, which includes information concerning systems, programs, processes and methods used by the parties, and other information marked "confidential," or "not for public disclosure" (collectively, the "Information"). The receiving party will use the Information only for the administration of Head Start programs and will not in any way disclose, disseminate, publish, or reveal to any person or use for its own benefit, any of the Information which

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the receiving party obtains and which the receiving party has been notified is confidential commercial or financial information, except to the extent permitted or required by applicable Federal, State and local laws, regulations, executive orders, and policies, to the City for purposes of monitoring and evaluating Contractor's performance under this Agreement, to other government agencies as may be required for reporting or monitoring purposes, or to a person who has obtained an order of a court of competent jurisdiction requiring such disclosure. Either party during or after the term of this Agreement, may take all actions that it reasonably deems necessary to preserve the confidentiality of the Information including its intervention in any legal proceeding concerning the Information's use or disclosure.

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

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

**C. Open Records.** The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2010), and that in the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

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

**A. License of City's Intellectual Property.** The City hereby grants a non-exclusive limited license to the Contractor to use for Head Start purposes only and Head Start program related materials, text, logos, documents, booklets, manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished by the City to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media whatsoever (collectively, "Materials"). The Contractor may reproduce the Materials, add to them, combine them or otherwise modify them only for purposes of administering Head Start programs. Any other addition, combination or modification will require the prior written permission of the Director. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Materials

and copies thereof or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor. Upon the expiration or earlier termination of this Agreement, the Contractor will have the right to make any other use of the Materials or any copies thereof.

**B. New Works.** The Contractor will not copyright, trademark or patent any work, materials, devices, methods, processes, or products ("Original Works") developed by Contractor as a result of the services provided under this Agreement without the prior written approval of the City and if required by the federal government. Upon approval, the City will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material.

The Contractor will disclose all such Original Works to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, the Original Works will be considered a "work made for hire," and all ownership of copyright in the Original Works will vest in the City at the time the Original Works are created. In the event that this Agreement is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this Agreement will operate as an irrevocable assignment by the Contractor to the City of the copyright in the Original Works including all rights thereunder in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the program, without further consideration, and agrees to assist the City in registering from time to time enforcing all copyrights and other rights and protections relating to the program in any and all countries. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Original Works and copies thereof and the Contractor will have no right to make any other use of this material.

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

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

**34. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the

generality of this provision, the Contractor's obligations to 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.

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

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

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

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

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

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

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

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

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

**44. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**Exhibit List follows**

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

1. Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2011-2012.
2. Exhibit B, Contractor's Budget.
3. Exhibit C, Calendar of Times and Days of Operations.
4. Exhibit D, Schedule for submission of reports.
5. Exhibit E, Certificate of Insurance.
6. Exhibit F, Site Locations.
7. Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.



**Contract Control Number:** 201101343

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

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID W. BROADWELL, Attorney  
for the City and County of Denver

By \_\_\_\_\_

By \_\_\_\_\_


By \_\_\_\_\_



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: 201101343

Vendor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICE

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

Name: Stephen J Carathini  
(please print)

Title: Chief Operating Officer  
(please print)

ATTEST: [if required]

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

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

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



**Catholic Charities Head Start Grant Application  
Narrative – 2010-2013**

**1. Objectives, Need for Assistance, and Geographic Area:**

Catholic Charities of the Archdiocese of Denver (CC) is submitting an application as a delegate agency for the Denver’s Great Kids Head Start (DGKHS). We are proposing to provide Head Start services for 183 children and families and 33 children and families will be placed in “Floating Slots”. Our services will target the following Denver neighborhoods: Sun Valley, Auraria-Lincoln Park, Whittier, Five Points, and Westwood. The 33 “floating Slots” will be served in our Margery Reed site enrolling children from the Five Points and Whittier neighborhoods. There is a documented need for early intervention services in our targeted neighborhoods. The population groups to be served are children, three to five years of age and their families, who meet the Head Start eligibility guidelines and live in or near our targeted neighborhoods. The needs to be addressed are summarized from the 2010 Comprehensive Community Assessment:

- The families in our targeted neighborhoods are poor.
- The neighborhoods targeted by CC have a high percentage of Non-English speaking persons.
- Half of our families are headed by a single female.
- The families living in our targeted neighborhoods are vulnerable.
- The families living in our target neighborhoods are among the “neediest of the needy” and must be given priority in the delivery of Head Start services.

CC proposes to provide Head Start services in six facilities within the DGKHS service area: The Child Development Center (Sun Valley), Margery Reed Mayo Day Nursery (Five Points & Whittier), Mi Segunda Head Start (Auraria-Lincoln Park), Little Munchkins Head Start (Auraria-Lincoln Park), Kentucky Head Start (Westwood), and Garfield Head Start (Westwood). To best meet the needs of all families CC is prepared to offer services in a variety of options: Full-Day/Full Year (11 hours a day), Part-Day, Double Session, and a combination of home-visiting and classroom experience.

Catholic Charities proposed enrollment by neighborhoods identified in the Denver Head Start Comprehensive Community Assessment is as follows:

Neighborhood	Center/Location	Eligible Children	Number of Enrolled children	Gap in Services	CC Proposed Enrollment & Option For Base Slots	CC Proposed Enrollment & Options for Floating Slots
Five Points	Margery Reed Mayo -1128 <sup>th</sup> Street, Denver 80205	159	55	114	18(includes Floating slots)	11 Full-Day Floating slots

						5 Part-Day Floating Slots
Whittier	Margery Reed Mayo -1128 <sup>th</sup> Street, Denver 80205	119	36	83	20(includes Floating slots)	12 Full-Day Floating Slots  5 Part-Day Floating Slots
Lincoln Park	Little Munchkins Head Start – 1205 W 10 <sup>th</sup> Ave, Denver 80204	173	59	114	30  Double session	
Lincoln Park	MiSegunda Casa 430 W. 9 <sup>th</sup> Ave, Denver 80204	173	59	114	30  Double session	
Sun Valley	Child Development Center – 1155 Decatur St, Denver 80204	144	58	86	26  Full-day	
Westwood	Garfield Head Start – 872 South Knox Court, Denver 80219	374	115	259	40  Part- day	
Westwood	Kentucky Head Start – 852 South Knox Court, Denver 80219	374	115	259	40  Part-day	
Combination Option  Covers Southwest Denver	Office in Kentucky Head Start				12	

Neighborhoods						
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Catholic Charities targeted and specific geographic recruitment areas and their needs are:

- Sun Valley Neighborhood: Catholic Charities has been providing child care services in the Sun Valley neighborhood since 1995 and Head Start services since 1997. This neighborhood was chosen by Catholic Charities for Head Start services because of the extremely high number of statistics documenting the need for services for this high risk population. To begin with, Sun Valley is the poorest neighborhood not only in Denver, but in the entire state of Colorado (Tina Griego, Denver Post, December 5, 2010). According to the 2010 DGKHS Comprehensive Community Assessment 97.2% of the children in Sun Valley receive free or reduced lunch rates; the highest percentage of any neighborhood in Denver. Free and reduced lunch rates have been a long standing measure of the poverty rates within a school system and the surrounding neighborhood. This factor, combined with other demographics provides evidence of high rates of children eligible for Head Start.

Crime statistics are another factor in determining the need for Head Start services within a specific area. The 2010 DGKHS Comprehensive Community Assessment states, "Crime rates can have a psychological impact on a sense of well being within the neighborhood. Furthermore, the information can be used by EHS/HS staff to help parents and their children develop the appropriate coping skill to deal with social and psychological impact of crime on their lives." The Sun Valley neighborhood's total crime rate per 1,000 persons is 254.8. The mean for Denver is 98.9 and the only areas with a higher rate are the Denver airport, Civic Center, Central Business, Globeville, and Union Station. The mean burglary crime rate per 1,000 persons in Denver is 27.2. In Sun Valley it is 55 and the only areas with a higher burglary rate are Globeville, Elyria Swansea, Cole, and Valverde. That is 4 out of 72 areas listed. The most significant statistic is the violent crime rate per 1,000 persons; the Denver mean is 7.2 and Sun Valley's is 30.4. Civic Center and the Central Business district are the only areas with a higher rate of violent crime! These statistics taken from the 2010 DGKHS Comprehensive Community Assessment document an extremely high need to provide Head Start services in this community.

Further evidence of the vulnerable families and children living in the Sun Valley neighborhood is the high percentage of births to unwed mothers (65.67%), the percentage of children living with a single parent (71.7%) and the fact that 437.4 out of 1,000 children are placed out of the home. In all cases, Sun Valley has the highest rate in Denver according to the Piton Foundation's Community Facts. Oddly enough, Sun Valley does not have the highest rate of births to teen Moms but the rate is higher than the mean for Denver as well as the rate for births to Mons with less than a 12 grade education and confirmed child abuse and neglect rates. The local elementary school is a low performing school. All of these facts indicate a severely at-risk population meaning that there is a great need to develop social support systems for these families.

Combined, the demographics of the Sun Valley neighborhood are a call to action for all social service agencies. Head Start services are desperately needed. It was pointed out in the 2010 DGKHS Comprehensive Community Assessment that although Sun Valley is the poorest neighborhood, it has a relatively low number of people living in the

neighborhood. Another neighborhood may not be as poor but, may have a higher number of poor people living in the neighborhood. While this is true, the sheer numbers of combined risk factors affecting Sun Valley and the fact that only 40.3% of eligible children are enrolled in programs, indicate that Sun Valley is indeed a neighborhood most in need of Head Start services.

Catholic Charities Child Development Center (CDC) in Sun Valley is located on the ground level of a transitional housing program. Almost half of our families have a commute of an elevator ride. CDC is conveniently located along major bus routes and the light rail is scheduled to arrive in Sun Valley in 2013. Catholic Charities often provides bus tokens for families in need. The Sun Valley Projects are also within walking distance to CDC. Fairview, the local elementary school is diagonally across the street

- Five Points and Whittier neighborhoods: Catholic Charities will continue to operate one Head Start site that target families from these neighborhoods. We will be closing the Lenore B. Quick Head Start due to the decrease in children slots awarded CC from DGKHS. Catholic Charities Margery Reed Mayo Day Nursery is a designated historic landmark. The center evolved from a nursery started in 1898 by Mrs. Johanna Breuch, who lived at 1929 Wewatta Street, where Denver Union Station now stands, and cared for an average of 28 children a day for working and ill mothers. In 1906, the Denver Women's Club organized the nursery project and moved it into a cottage on Lawrence Street. In 1908 Mrs. Verner Reed became interested in the charitable work and in 1911 she took charge of the nursery. 1911 also marks the incorporation of the nursery under Colorado law as a day-care center for children. In 1926, Mrs. Reed erected the present structure which is celebrated today and everyday by the families and children that continue to find security, comfort, and support at Margery Reed thanks to the "sacrifice and devotion of many good women". (Newspaper article: Volume LI. No. 49, July 19, 1956. The name of the newspaper was not noted). In 1998 Catholic Charities completed extensive renovations to the Margery Reed Mayo Day Nursery and opened the doors once again to help low-income families by providing affordable, convenient child care plus family support programs that enable parents to finish their education, enhance job skills and get or retain jobs that move them towards self sufficiency.

Today Margery Reed Mayo Day Nursery serves 77 children and includes Head Start, Early Head Start, Child Care, Colorado Preschool Program, Denver Preschool Program, a School Age program and services for pregnant women. CC is proposing to add a part-day program at MRM to be able to continue to provide services for families and children who are currently enrolled at the closing LBQ site.

The Five Points and surrounding neighborhoods continue to produce alarming statistics indicating the continued need for child care and especially Head Start services as also shown in the following chart:

Risk Factors	Five Points	Whittier	Denver
*Poverty Rate	31.5%	28.7%	13.8%
# of Eligible HS	159	119	5,487

Risk Factors	Five Points	Whittier	Denver
Children			
% of Gap in Services (enrolled children/eligible children)	34.6%	30.3%	29% DGKHS
Percentage of Children Receiving Free and Reduced Lunch	85.9%	92.04%	71.50%
Crime Rate Per 1,000 Persons	146.4	69.2	98.9%
Burglary Crime Rate Per 1,000 Persons	38.3	38.9	27.2%
Violent Crime Rate Per 1,000 Persons	15.6	7.8	7.2
Percentage of Children Living with a single Parent	44.67%	38.29%	28.01%
Percentage of Births to Teen Mothers	12.85%	9.84%	10.57%
Percentage of Births to Unwed Mothers	36.31%	35.25%	27.68%
Percentage of births to Women with less than a 12 grade education	24.58%	25.41%	24.08%
Confirmed Abuse and Neglect Rate	13.98	6.16	7.48

\*Five Points and Whittier fall into the list of the 10 highest poverty rates when comparing neighborhoods in Denver.

\*Statistics from the 2010 DGKHS Comprehensive Community Assessment and the Piton Foundation Community Facts.

Margery Reed is convenient to bus routes and the light rail. Many parents work or go to school in the downtown area and find Margery Reed a quick, easy commute.

- Auraria-Lincoln Park: Catholic Charities also inherited two Head Start centers in the Auraria-Lincoln Park neighborhood in 1997 when the City of Denver became a grantee for Head Start. The Little Munchkins Head Start located in the North Lincoln Projects and Mi Segunda Casa Head Start located in the First Mennonite Church both benefit from a collaborative arrangement with their landlords and a long standing history in their neighborhood. The Denver Housing Authority and the First Mennonite Church have both totally renovated their respective sites for Head Start at their own expense in the past and both have proposed to do it again, asking only that we continue to provide Head Start services in the neighborhood.

Those that know the neighborhood understand how much the services provided by Head Start are needed here. Auraria-Lincoln Park has the second highest rate of poverty in the 77 neighborhoods reported in Denver (2010 DGKHS Comprehensive Community Assessment). They also have the second highest percentage of children living with a single parent according to the Piton Foundation's School Facts. Sun Valley is the only

neighborhood that beat them out on both counts. Free and reduced lunch status is granted to 93.42% of the children in the Greenlee Elementary school and 95.65% of children attending Fairview Elementary School, both low performing schools (Piton Foundation, School Facts). Del Pueblo Elementary School had also served this neighborhood but was closed several years ago. The Crime Rate per 1,000 persons is 196.7, the Burglary Rate is 37.1, and the Violent Crime Rate is 15.2. All of these rates are significantly higher than the City average; the Crime Rate and Violent Crime Rate are almost or more than twice the rates of the City mean. Other indicators of the vulnerability of the families include the fact that 45.79% of births are to unwed women and one quarter of the births are to women with less than a 12<sup>th</sup> grade education. The Confirmed Child Abuse and Neglect rate is 26.16%; more than three times higher than the City average of 7.48%. Catholic Charities is proposing to target the Auraria-Lincoln Park neighborhood because combined with the documented need above; only 34.1% of the eligible children are being served by Head Start.

The majority of families live within walking distance of CC sites in the Auraria-Lincoln Park neighborhood. Both sites are convenient to bus routes and the light rail stops just blocks away from Little Munchkins. This stop is one stop away from the Auraria Campus making it very easy for parents that are attending classes.

- Westwood: In 1998 Catholic Charities took over the operation of Kentucky Head Start and Garfield Head Start at the request of DGKHS. In 2003 we took over the Head Start program operating out of the Denver Indian Center (currently CC Southwest HS), also at the request of DGKHS. CC will maintain operation of Kentucky and Garfield but will be closing Southwest due to decreased award in children slots from DGKHS. Currently, the need is still great and Catholic Charities is proposing to continue providing Head Start services in the Westwood neighborhood. The following chart indicates the vulnerability of the families in Westwood.

Risk Factors	Westwood	Denver
*Poverty Rate	24.5%	13.8%
# of Eligible HS Children	374	5,487
% of Gap in Services (enrolled children/eligible children)	30.7%	29% DGKHS
Percentage of Children Receiving Free and Reduced Lunch	85.9%	71.50%
Crime Rate Per 1,000 Persons	59.3%	98.9%
Burglary Crime Rate Per 1,000 Persons	29.4%	27.2%
Violent Crime Rate Per 1,000 Persons	13.9%	7.2
Percentage of Children Living with a single Parent	26.93%	28.01%
Percentage of Births to	18.51	10.57%



Risk Factors	Westwood	Denver
Teen Mothers		
Percentage of Births to Unwed Mothers	31.49%	27.68%
Percentage of births to Women with less than a 12 grade education	5.53%	24.08%
Confirmed Abuse and Neglect Rate	5.4%	7.48

We have demonstrated the need for assistance including the nature, scope and center locations using the 2010 DGKHS Comprehensive Community Assessment for our targeted neighborhoods above. The need for assistance boils down to the fact that poverty has a devastating effect on children. "Children who grow up in families with low incomes are significantly more likely to experience a wide range of problems and poor developmental outcomes than children from wealthier families. Greg Duncan from Northwestern University and Jeanne Brooks-Gunn from Columbia University have summarized extensive research findings that substantiate significant associations between poverty and children's health, cognitive development, behavior problems, emotional well being, and problems with school achievement. For example, children from poor families are 1.7 times more likely to be born with low birthweight, 2 times more likely to repeat a grade in school, 2 times more likely to drop out of school, and 3.1 times more likely to have an out-of-wedlock birth than children from nonpoor families. The specific aspects of poverty that are most destructive, as well as the specific outcomes of poverty, vary across different ages and developmental levels. For example, inadequate nutrition is associated with low birthweight, an important measure of well-being for infants that is predictive of later behavior problems and poor school achievement. As another example, the effects of income on children's intelligence are most apparent for children who experience poverty in early childhood (two to five years of age)." (Karen M. Pellino, *The Effects of Poverty on Teaching and Learning* and originally posted at: <http://www.teach-nology.com>)

Poverty is considered a major factor that places a child or family at-risk. When one factor is present, there is a compounding effect and the likelihood for failure increases significantly. In our neighborhoods we see the statistics that put many other factors into play: births to women with less than a 12<sup>th</sup> grade education, births to unwed mothers, high percentage of children living with a single parent, families that do not speak English, abuse and neglect rates, out-of-home placements, dangerous neighborhoods demonstrated by high crime rates, and high rates of unemployment.

How can we help? We can provide support and resources for families combined with a quality Head Start preschool experience for children. These are factors that have proven to help alleviate the effects of poverty. The following excerpt is from an article written by Karen M. Pellino, *The Effects of Poverty on Teaching and Learning* and originally posted at: <http://www.teach-nology.com>:

"The quality of a child's earliest experiences has great influence on future development and potential to succeed. Intervention should be implemented at an early stage to stop the process of failure before it begins (Slavin, 1998). Early childhood education programs (such as Head Start) can help at-risk pre-schoolers overcome the disadvantages that come

with being poor and ensure that they enter school ready to learn by providing emotional nurturing and intellectual challenge. These programs foster the development of language abilities and cognitive skills. They provide children with experiences that will serve as a foundation of knowledge for future learning. They also provide children with the opportunity to observe pro-social behavior and develop positive relationships with adults and peers (Spectrum, 1999).”

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

Catholic Charities believes that the NEEDS and the GOALS are integrated:

- There is a need for 1. Family Centered Services. The goal is to develop a framework of strategies for families and staff.
- There is a need for 2. Community Health and Treatment. The goal is to promote physical and mental health and wellness for families, staff, and communities.
- There is a need to 3. Prepared Children. The goal is to prepare children, within an inclusive environment, in the developmental areas (social/emotional, cognitive, language development, literacy and math) to succeed in school and the community.
- There is a need for an 4. Effective Workforce. The goal is to develop an effective early childhood workforce by building staff Qualifications.
- There is a need for 5. Fiscal Integration. The goal is to integrate fiscal understanding and responsibility through out all aspects of programmatic efforts.

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

Objective	Benefit or Results Expected
To provide resources and support to parents who want to learn to speak English.	Parents will feel more confident in their use of the English language, helping to strengthen the home/school connection and allowing them to be better advocates for their children.
To provide resources for parents who are looking for employment.	Parents will have computer/internet access to conduct job searches, write resumes, and respond to posted job positions. Parents will have assistance from a professional career counselor that has the expertise to advise them on job sites, writing a resume, and how to conduct a job search.
To assist parents in their role as their child’s primary teacher.	Parent’s understanding of literacy and language development in the preschool years will be enhanced and they will have strategies to assist their children with literacy and language development. Child outcomes in emergent literacy skills will be increased. The literacy materials and resources in the child’s home will be increased.
To provide support for the most vulnerable families: homeless,	Children in foster care, living with a relative or homeless will have full-day child care supporting the guardians and the growth and development of the child.

foster care, and kinship families.	Resources and support will be provided to families that are experiencing particularly difficult situations.
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Goal 2: Community Health and Treatment-To promote physical and mental health and wellness for families, staff, and communities.

Objective	Benefit or Results Expected
To increase our awareness of national and local nutrition practices concerning the efforts to reduce childhood obesity.	Parents and staff will have increased knowledge of healthy eating habits and will use this knowledge to help us to provide meals for children that incorporate the most current philosophies on healthy eating habits.
To enhance children's self-esteem and mental wellness.	<p>Staff and Parents will have expanded resources and effective practices to support the social/emotional development of children.</p> <p>The number of children referred to Denver Mental Health for social/emotion concerns will decrease.</p> <p>Education staff will gain confidence working with challenging children.</p> <p>Curriculum and programs will be implemented that will increase opportunities for children, staff, and parents to increase their physical and mental wellness.</p>

Goal 3: Prepared Children-To prepare children, within an inclusive environment, in the developmental areas (social/emotional, cognitive, language development, literacy and math) to succeed in school and the community.

Objective	Benefit or Results Expected
To prepare children to succeed in school and in the community by promoting their social/emotional development.	Evidence shows that young children with positive relationships with parents, caregivers and teachers are more confident and likely to be successful in the learning environment (Kauffman Foundation. <i>Set for Success: Building a Strong Foundation for School Readiness Based on the Social-Emotional Development of Young Children</i> . Kansas, MO: the Foundation, 2002.).

Goal 4: Effective Workforce-To develop an effective early childhood workforce by building staff Qualifications.

Objective	Benefit or Results Expected
To ensure that all staff meet the staff qualifications stated in the Head Start Act of 2007.	The National Child Care Staffing Study found that teachers with B.A. degrees were "more sensitive, less harsh and detached, and more appropriate... than were teachers with less formal education." Moreover, children with sensitive and responsive teachers scored higher on language measures and exhibited a higher level of peer play than other children.

	National Research Council. (2001). <i>Eager to Learn: Educating Our Preschoolers</i> . B.T. Bowman, M.S. Donovan, and M.S. Burns (Eds.). Washington, DC: National Academy Press.
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Goal 5: Fiscal Integration-To integrate fiscal understanding and responsibility through out all aspects of programmatic efforts.

Objective	Benefits or Results Expected
To maximize the use of our financial resources	Maximizing current resources will help us meet our goals and objectives.

Catholic Charities approach for each objective is as follows:

Objective	Innovative Method	Measurement	Coordination Plan
To provide resources and support to parents who want to learn to speak English	Collaborate with Catholic Charities Family Service Division and other community resources to provide English as a Second Language classes for interested parents.	The number of families participating in ESL classes is measured on the Program Information Report (PIR). Parent's confidence will be evaluated by parent survey.	Collaborate with the CC Family Service Division (FSD) to decide where the classes should be held to reach the most families. Inform all parents. Track and monitor attendance. Provide feedback to CC FSD.
To provide resources for parents who are looking for employment	Provide computer and internet access for families so that they have resources to seek professional development and employment.  Follow-up on the Career Development workshops offer to families in 4/2011 by having the career counselor available to assist families in using the internet to conduct a	Measurement will include the number of computers available to parents and the actual use of this resource and satisfaction will be measured by parent survey.  The number of parents who take advantage of this opportunity will be measured as well as their satisfaction with	CC has partnered with Ms. Linda Lupatkin, currently a Career Development Consultant with McKenzie and Scott in Denver. She will be providing several workshops to parents this spring on career development and will be available to follow-up with parents providing hands-on computer assistance in finding job sites, writing a resume, and how to conduct a job search.

Objective	Innovative Method	Measurement	Coordination Plan
	job search and the computer to create documents necessary for a successful job search.	this resource will be measured on parent surveys.	<p>The CC IT Department will assist in providing computers and internet access.</p> <p>We have also initiated a partnership with ACCION to provide workshops for families. ACCION's mission is to increase access to business credit, making loans and providing training, to enable emerging entrepreneurs to realize their dreams. The agency is a catalyst for positive economic and social change.</p>
To provide opportunities to support parents in their role as the primary teacher of their child.	Each classroom will be provided with activity back-packs to encourage Parent and Child Time Together (PACTT). The packs contain activities, materials, and ideas to explore topics relevant to the curriculum. The parents take turns bringing the packs home.	Parent surveys will measure increased understanding and strategies for parents and back-pack sign out sheets can effective measure if parents used the available materials.	The CC Education Team will coordinate with the health team to create and distribute the back-packs.
To provide support for the most vulnerable families: homeless, foster care, and kinship families.	Combined efforts within CC to create a safety network for the most vulnerable families.	Measured by formal agreement, parent surveys conducted annually, participation in support groups as held, and	Create formal agreements with CC Kinship Care Program, Foster Care Program, and Samaritan House detailing resources

Objective	Innovative Method	Measurement	Coordination Plan
		enrollment in Head Start program reported monthly.	available for families, support groups, and child care /Head Start arrangements
To increase our awareness of national and local nutrition practices concerning the efforts to reduce childhood obesity.	Create a Nutrition Committee including front line staff, parents, the Food Services Manager, the Health Services Manager, and the DGKHS Nutrition Consultant. The committee will be charged with research, community partnerships, menu evaluation, recommendations, and monitoring.	Committee meeting minutes, staff and parent surveys (annually), changes implemented in the meal service.	Committee members will be identified and invited. Paula Pierce, DGKHS Nutrition Consultant has agreed to participate. Committee will design approach and seek community partnerships.
To support wellness for children staff, and families.	Integrate the Teaching Pyramid Model and philosophy throughout our program to expand resources and effective practice for staff and parents to support the social/emotional development of children.	<p>Measuring expanded resources and effective practices will be measured by training evaluations and staff and parent surveys (annually).</p> <p>The number of children referred for mental health services and observations reported on the 2011 PIR will be measured against the same number on the 2012 PIR at</p>	DGKHS was recently awarded \$443,038 from the Colorado Health Foundation for a two year project period to increase access to comprehensive health care and develop school readiness through integrated on-site mental health services. CC is partnering with DGKHS and the Denver Mental Health consultants to integrate the Pyramid Model

Objective	Innovative Method	Measurement	Coordination Plan
	Collaborate with DGKHS in planning for the Culture of Wellness Grant Application to provide suitable and applicable programs to support wellness for staff, children and families. This grant is in the planning process so specific data is not available at this time.	Mid-Year and End-of Year. This data is also reported monthly.  Annual staff surveys will determine if staff feel more confident working with challenging children.  Measured by first receiving the grant and second by participation in programs and the implementation of curriculum.	throughout our program. Training and coaching will be provided for staff and workshops will be provided for parents. This plan is in place this year and next year will be the second year of the grant.  CC has formed a committee to prepare for input into the planning process. The committee is selecting relevant community resources and will be meeting with DGKHS for formal planning processes.
To prepare children to succeed in school and in the community by promoting their social/emotional development.	Integrate the Teaching Pyramid Model and philosophy throughout our program to expand resources and effective practice for staff and parents to support the social/emotional development of children.	SEE Objective above:  To support wellness for children staff, and families.	SEE Objective above:  To support wellness for children staff, and families.
To ensure that all staff meet the staff qualifications stated in the Head Start Act of 2007.	Work with staff to ensure compliance with Head Start teacher and assistant teacher qualifications per the Head Start Act of 2007.	Measured by teacher qualification reports up-dated quarterly.	Collaborate with the Community College of Denver to ensure accessibility to classes for all staff. Track and monitor progress.
To maximize the use of our financial	Increase training efforts regarding Non-Federal share	Measured by training evaluations and	Coordinate with CC Accounting Department to

Objective	Innovative Method	Measurement	Coordination Plan
resources.	throughout program. Increase training efforts regarding fiscal responsibilities for the Policy Council.	sign-in sheets.	present training.

**Program Approach:**

The Catholic Charities Head Start program’s mission is to promote family and child development through a partnership, which involves staff, families, children and the community. The vision is to provide quality child care and early childhood programs by using developmentally appropriate practices in a safe and nurturing environment. Honoring and supporting children and their families will help them reach their highest potential. Catholic Charities is committed to children’s futures and strives to provide quality care and education. Goals are achieved by adhering strictly to licensing standards and the Head Start Performance Standards. Catholic Charities continues to improve services by participating with Qualistar. Currently 7 out of 8 of our Head Start sites have a Four Star Rating with Qualistar; one has a Three Star Rating.

**Education:** To meet the Performance Standards in the Early Childhood Development and Health Services component, Catholic Charities will obtain within 45 days of enrollment, linguistically and age appropriate developmental, sensory and behavioral screenings of motor, language, social, cognitive, perceptual, and emotional skills for all children. Children are screened using the Early Childhood Screening Inventory. Information gained from the screenings will be individualized using ongoing observation, insight from parents, and medical and dental evaluations to help staff and parents determine how the program can best respond to each child’s characteristics, strengths and needs. The Sewall staff or the Denver Health School Based Health Center staff will address identified needs with collaboration from parents and staff.

Education staff implements the Creative Curriculum to help children gain the skills and confidence necessary to be prepared to succeed in their present environment and with later responsibilities in school and life. The staff provides a developmentally and linguistically appropriate program that is inclusive of children with disabilities and parents involvement in the program. The Creative Curriculum supports social and emotional development, promotes each child’s physical development, provides for the development of each child’s cognitive and language skills, and incorporates the Head Start Child Development and Learning Framework thereby supporting emergent literacy and numeracy.

Catholic Charities’ staff compiles a portfolio assessment for each child and completes the Creative Curriculum Gold three times a year to promote and support children’s learning and developmental progress. Information is shared with parents and input solicited at



two home visits and two family conferences per year. The child data that is generated from the Creative Curriculum Gold is analyzed and reports are generated. These reports are shared with the Policy Council, the Catholic Charities Board of Director's and staff. Child information is gathered from many different sources including but not limited to; Creative Curriculum Gold, observations, Home Visits, Family Conferences, and child portfolios. This information is then compiled and used to individualize for each child. The teachers use the information to form their lesson plans and to develop individual goals for children. The aggregated outcomes data drives program planning and training.

Catholic Charities strives towards providing a quality early childhood experience by implementing developmentally appropriate practices, complying with all local licensing rules and regulations, and ensuring that the Head Start Performance Standards are met in the Early Childhood Development and Health Services area. The focus is on several key elements to meet the Performance Standards in this area, beginning with special attention to a child's transition into the program. Throughout the transition process the bond between home and school is a priority and individualizing for children and families is stressed. The transition process integrates all components of the program and lays the foundation for education, health, disabilities, and family involvement services. Our Transition Notebook also covers procedures for transitions into other classrooms and transitions out of the program into kindergarten or another early childhood program.

Assimilating the Head Start Child Development and Learning Framework into curriculum design and assessment is also a key factor. This includes assisting staff in meeting the teacher qualifications, providing training specific to the framework, particular emphasis on observing and assessing children's development and progress, and increased communication and design regarding incorporating the developmental outcomes into self-assessment.

**Health and Nutrition Services:** Meeting the Performance Standards for Health Services begins with the enrollment and transition procedure. At this time it is determined if a child has an ongoing source of continuous, accessible health care and assistance is given to families to obtain a source of ongoing health care if one is not in place. It is further determined at this time if a child is up-to-date on a schedule of age appropriate preventative and primary health care, which includes medical, dental, and mental health. Assistance is given to families, if necessary. Records of physical examinations and immunizations are collected. Staff works with outreach workers from community organizations to enroll families in health coverage programs if needed. Any specific health concerns are identified and follow-up care is planned. Health Action plans are put in place as needed and staff receives education needed to safely care for children. Procedures are in place to track the provision of health care services.

Within 45 days of enrollment every child will receive a health screening including vision, hearing, body mass index, and dental screening. Within 90 days of enrollment, every child will receive a dental examination and preventive care. Results for both health and dental screenings will be given to parents along with necessary referrals and recommendations. Parents will also be given assistance as needed/requested in making

appointments for medical or dental needs. The need for nutrition counseling is determined by the nutrition assessment and body mass index measurements. The health assistant and health support staff will follow-up on all referrals.

To identify any new or recurring medical, dental, or developmental concerns the staff will do a quick health check daily on every child when the child enters the classroom and will communicate with parents on a daily basis. The health services manager is contacted with concerns and the appropriate action is taken. If a health or developmental problem is suspected, parents are informed immediately. Staff is trained on first aid, universal precautions, CPR, and inclusion/exclusion policies.

The Health Services Manager participates as a member of a multi-disciplinary team, which routinely meets to discuss the needs and progress of the child with a special need or disability.

Procedures for health emergency procedures are established and staff has been trained. Policies and plans of action that require rapid response on the part of staff are posted. Family contact information for emergencies is maintained at the center. Methods for handling cases of suspected or known child abuse and neglect are in compliance with applicable laws and the staff have received training regarding these procedures. Staff regularly includes child safety practices in their lesson plans. Safety regarding transportation is addressed with children and parents. The Health and Safety Checklist is completed during self-assessment and routine monitoring.

Catholic Charities fulfills nutrition performance standards continuously during the program year. At enrollment, a nutrition screening form is completed by each family. Health staff review the form and meet with families as requested or as the screening indicates necessary. Physical exams are monitored for children that fall below the 5<sup>th</sup> percentile and children that pass the 90<sup>th</sup> percentile for body mass index.

In the classroom guidelines are followed as established by the Child and Adult Care Food Program and the American Academy of Pediatrics. Resources are made available to encourage families to do the same.

**Disabilities:** Catholic Charities consistently maintains enrollment of more than 10% of children with disabilities. A focus for this grant cycle will be to work with community agencies and the Grantee to effectively advocate for children with disabilities. The center on the Social and Emotional Foundations for Learning's "Pyramid" approach is being slowly integrated into the fabric of our program in collaboration with DGKHS and our contracted disabilities and mental health services. This model uses evidence-based training modules that consider each program's dynamics from a bottom to top perspective. Classroom teachers, clinicians (mental health and disabilities), and the Disabilities and Mental Health Coordinator meet on-site monthly for planning. This provides teachers opportunities to receive input and ask questions about specific children and general classroom strategies.

**Family and Community Partnerships:** Catholic Charities Head Start staff engages in a process of collaborative partnership building with parents to establish mutual trust and to identify family goals, strengths, and necessary services and support. The transition procedure stresses the importance of this from the very beginning and includes new elements to foster this relationship. The family partnership agreements take into account information obtained from the family and their previously existing relationships with other community agencies. Collaboration with these agencies supports family goals and helps provide the highest level of service to families.

Many group and individual opportunities are provided for parents to interact with staff on a regular basis. Aside from regular parent meetings, celebrations and group activities are planned; parents are invited to work on committees, join staff in curriculum planning, participate on field trips, and attend workshops and conferences with staff. Parents are also encouraged and supported to become involved in community advocacy, not only through Policy Committee, but also through their participation in local community groups. Presentations are provided on a great variety of topics including, health, mental health, nutrition, child development, child and adult literacy, community resources, child abuse and neglect, substance abuse, employment training, children with disabilities, and transition to kindergarten. Staff assists parents in locating resources in the community for emergency and non-emergency needs, opportunities to continue education or training, and opportunities for employment services. Catholic Charities Head Start stresses the importance of following up with family goals and referrals to ensure families' needs are truly being met. Catholic Charities is accredited by the Council on Accreditation for Children and Family Services.

**Program Design and Management:** Catholic Charities has established a Policy Council/Committee and a governing body that share responsibility for overseeing the delivery of high quality services to our children and families. The governing body was established in 1927 and the Policy Council/Committee was created in 1997 when Catholic Charities became a delegate for the Denver's Great Kids Head Start. The Committee was reorganized in 1999 to reflect the addition of the Early Head Start program. A representative of the governing body sits on the Policy Council and two Policy Council representatives attend the Policy Council meetings at the Denver's Great Kids Head Start. On December 4<sup>th</sup>, 2002, the Catholic Charities Board of Directors passed a resolution establishing the Policy Council as a subsidiary advisory committee of the Board of Directors. The purpose of this is to ensure an effective working partnership among the policy group, the governing body, and the key management staff of Catholic Charities. To further ensure communication and monitoring the Board of Directors formed a sub-committee and charged them with the oversight of the Office of Children and Families. The Head Start program is part of the Office of Children and Families within the Catholic Charities structure. Monthly meetings are held and all Head Start requirements that fall under the roles and responsibilities of the governing body are carried out within this committee.

A Parent Committee has been formed at each Head Start Center and meets monthly. All decision-making groups are given training regarding their roles and responsibilities

including the full Board of Directors. There are management systems for communication, planning, monitoring, self-assessment, and record -keeping and reporting. Written plans are in place detailing how we meet each Performance Standard for all components and we conduct or up-date our community needs assessment annually. On an annual basis our program also conducts a self-assessment involving parents, staff, community members, and Policy Council/Committee members. We use a variety of current monitoring instruments and employ the use of the Head Start Monitoring Protocol. Our process generally includes focus groups, observations, interviews, data collection and analysis. Results are translated into a strategic plan and necessary improvements are implemented.

Head Start staff works closely with Catholic Charities Human Resource Department to ensure that well-qualified staff is recruited, hired, trained, and their professional growth is supported and encouraged. We also work closely with the Facilities Department to ensure that our environment is well kept, safe, accessible, and supports the delivery of high quality services to children and families. We continue to look for alternate funding steams to up-date and improve our facilities. The IT and Communications Departments ensure that our equipment is kept up-to-date and in good working condition. The Accounting Department prepares all financial reports and statements for Head Start and works with us in the preparation and monitoring of the budget.

Catholic Charities participates, agency wide, in a Continuous Quality Improvement (CQI) process. All departments in the agency are involved in the assessment, improvement and growth of our services. This process was originally implemented as preparation for an accreditation visit from the Council on Accreditation for Children and Family Services.

In August of 2003 and again in April of 2007 Catholic Charities was reviewed by the Council and awarded a Certificate of Accreditation. The plaque states that **“Catholic Charities and Community Services of the Archdiocese of Denver, Inc. is Accredited ...Meeting the Highest National Standards of Professional Performance.”**  
(Accreditation is effective until 4/2011)

**Previous Results:**

**PROGRESS TOWARDS PREVIOUS GOALS AND OBJECTIVES:**

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

**Goal 1) Family Literacy – To develop a framework of education and resources to support linguistically and culturally responsive family literacy strategies for family and staff:**

Objective	Progress/Accomplishments
To provide interactive family literacy	Family Literacy is always a focus in our program. We cover everything from promoting literacy skills for children in the

<p>activities between parents and children.</p>	<p>classroom to financial literacy for parents. We offer a variety of opportunities for families to be involved in literacy activities. One thing we offer is for families to check out and take home literacy focused materials in the form of back-packs that include an assortment of supplies as well as a book to go with them and a variety of ideas on how to use the supplies and how to connect the book with the included materials.</p> <p>We have at least one parent meeting at every center each year that focuses on literacy. A very popular topic is Dialogic Reading. This is a way to interactively “read” picture books with even the youngest of children. The focus is on the child telling the story based on what they see and is great for expanding language and literacy skills by discussing what the pictures may mean and predicting what is happening based on the pictures. One of the great things about this process is that it does not matter what reading skills, if any, the parent possesses since the focus is a discussion between the parent and child rather than a parent reading to a child and the child quietly listening.</p> <p><u>Fee, Fie, Phonemic Awareness</u> written by Mary Hohmann is used in the classrooms to supplement the curriculum towards progress on phonological awareness. This has also been presented to parents to give them a better understanding of how we teach letter sounds to children in a developmentally appropriate manner.</p> <p>Catholic Charities’ Head Start families received their 5 By 5 Passbooks and participate in the program. The 5 By 5 Project is a program of the Mayor’s Office for Education and Children. The project introduces young children to arts, culture and play as a way to spark imagination and stimulate creativity. The 5 By 5 Project focuses their efforts to advance early literacy. Our families received a passbook providing them free admission to 12 cultural attractions where they can engage in hands-on learning and artistic activities. The staff also received Passbooks.</p>
<p>To provide opportunities to support parents in their role as the primary teacher of their child.</p>	<p>Each classroom was provided with 5 activity packs to encourage Parent and Child Time Together (PACTT). The packs contain activities, materials, and ideas to explore the following topics: The World Outside, My Creations, Movement, Feelings, and Family and Friends. The parents take turns bringing the packs home.</p>

	Collaborating with partnering agencies to develop strategies to enhance father involvement.
To participate in SPARC (Strengthening Literacy Partnerships and Resources in Communities).	Members of SPARC collaborated with the Mayor's Office for Education and Children to design the strategies for the 5 By 5 Project to facilitate the cultural venue's learning experience as an extension of the classroom.

**Goal 2) School Readiness – To better prepare English Language Learners for success in school:**

<b>Objective</b>	<b>Progress/Accomplishments</b>
To provide support for English Language Learners based on research and proven effective methodology.	<p>We are in process of researching materials to support teaching staff with understanding the difference between true speech and language delays and the continuum of DLL development.</p> <p>A partnership between Catholic Charities and The Colorado Free University was put in place. Spanish classes have and are continuing to be provided to staff. The classes are paid for by Catholic Charities and are located at our Agency. The feedback from the previous session was excellent. Staff is excited to be learning conversational Spanish as it pertains to ECE. This allows teaching staff to better interact with parents and children.</p>
To provide English as a Second Language classes for parents.	<p>There are about 75 Head Start/Early Head Start parents and family members who have enrolled in the MATT Maestro en Casa (Teacher at Home) ESL program coordinated by Denver Public Schools, Oficina de Enlaces Multiculturales (Office of Multicultural Connections)</p> <p>MATT Maestro en Casa is a practical and simple English-language learning and life skills program over the radio and the internet. Basic English lessons will be broadcasted to help adult learners navigate common American situations and systems, thus allowing English-language learners to function at a higher level in their daily activities. Parents will learn English from the privacy and comfort of their own homes for a period of 35 weeks, instead of having to attend a class at a specific location. These radio lessons are designed to be supplemented and enhanced with a 6 culturally effective comic book-style workbooks, each</p>

	<p>covering a different subject.</p> <p>There are a total of six different workbooks that the participant will use to follow along with the radio classes:</p> <ol style="list-style-type: none"> <li>1. Introduction</li> <li>2. Healthcare</li> <li>3. Finances</li> <li>4. In the Workplace</li> <li>5. Education</li> <li>6. Citizenship</li> </ol> <p>Finally, participants have the opportunity to take an exam at the end of the program. Those participants who successfully pass the exam will also receive a diploma during a reception.</p> <p>The MATT Foundation, creators of the Maestro en Casa program, is a non-profit based in San Antonio, Texas. Their mission is to empower members of communities in Mexico and the U.S. to be active participants in creating a better future together by generating ideas and programs that offer real solutions and resources to people in both the U.S. and Mexico in order to create a better future through education, social integration, and financial sustainability.</p> <p>All parents are provided with information on how to access free ESL classes provided by Catholic Charities Family Services Division.</p>
<p>To provide education and resources for staff and volunteers who translate/interpret for Catholic Charities.</p>	<p>In collaboration with DGKHS we are now using Tele Language Inc., to provide translation for families when a staff member is not available. All Family Service Workers have received training on this program.</p>

**Goal 3) Community Wellness – To promote health and wellness for families, staff, and communities:**

<b>Objective</b>	<b>Progress/Accomplishments</b>
<p>To promote workplace wellness outreach.</p>	<p>This year Catholic Charities has been working with the Department of Food Science and Human Nutrition to train the Head Start staff on the Food Friends Mighty Moves program. The Food Friends: Get Movin' with Mighty Moves, was created to "... establish healthful habits that prevent childhood overweight early in life." This program</p>

	<p>aligns with Catholic Charities program goals. The staff are attending the trainings and implementing the knowledge gained from them into the classrooms.</p> <p>An Employee Wellness committee has been formed and meetings have taken place. Planning is underway and the implementation of programs and activities is pending.</p> <p>We conducted training for staff during pre-service with a focus on wellness that was comprehensive in nature. An individualized wellness workbook was created and each employee received a workbook. Our pyramid concept was translated into a "wellness pyramid" and we were able to incorporate it into the workbook and the training.</p> <p>We are participating with our Head Start Grantee in a "Culture of Wellness" Grant and they have given our HS staff, families and children the opportunity to participate in planning and programs.</p> <p>We have offered parent meeting topics that include nutrition and information on incorporating physical activity for health and fitness.</p>
<p>To integrate the Teaching Pyramid model and philosophy in the Margery Reed preschool classroom as a pilot project and as a short term objective.</p>	<p>Catholic Charities Head Start and Early Head Start has continued to move forward with the implementation of the Center for Social and Emotional Foundations for Early Learning's Pyramid approach to early childhood. This model continues to support the expansion of resources and effective practices which help staff to support the social/emotional development of children. We have collaborated with Denver Mental Health to provide 32 hours of Pyramid Model training for all Head Start staff. The training has taken place once a month for the entire year.</p> <p>Classrooms all received a Social/Emotional Tool Kit combined with training on how to use this kit during the DGKHS Fall Institute.</p> <p>Thirty eight parents from Catholic Charities have participated in the Positive Solutions For Families 6 week parent support and education class. Another session will be starting soon so we expect that number to grow.</p>
<p>To explore Mental Health resources within the community.</p>	<p>The Disability and Mental Health Coordinator sits on the Denver Interagency Coordinating Council (D.I.C.C.). The D.I.C.C.'s mission is to support a wide range of activities</p>



	<p>that promote inclusive communities that enhance participation and the growth, development and quality of life for children birth to three and their families in a culturally appropriate manner.</p>
<p>To create and implement a nutrition curriculum for parents</p> <p>(Modified)</p> <p>To provide parents with information on good nutrition and preparing healthy meals</p>	<p>Catholic Charities has enhanced nutrition education by implementing the Food Friends program in all classrooms. Through our Food Friends component, Catholic Charities has expanded upon its existing nutrition curricula to introduce “new” foods to participating children and promote food benefits. We have incorporated a family-oriented, take-home component as well. Our intent is to provide another resource and method of helping working parents meet nutritional requirements as they struggle to work, train, and parent.</p> <p>Nurse provided a packet for parents on nutrition and handed it out with their child’s BMI results.</p> <p>Head Start Body Start (HSBS) is a web based information resource. They provide articles on current and important issues and they advocate for healthy eating and exercising at school and home. All staff receive their monthly Newsletters.</p> <p>Two staff members attended the I AM Moving; I Am Learning training and will implement the IMIL curriculum in our program. IMIL is designed for the reduction of childhood obesity by incorporating more movement (MVPA – Moderate to Vigorous Physical Activity) and nutrition with a component that is family based in addition to the educational component.</p>

**Other related highlights and accomplishments:**

- This program year the Catholic Charities Head Start program began using the Creative Curriculum Gold on-line system for our assessment of children. All staff was provided the training needed and all necessary equipment was purchased. Computers were placed in all Head Start classrooms. The Education Department will work with the Colorado Department of Education, Results Matter and Teaching Strategies to ensure the successful transition and implementation to this tool and to on going success. This system will allow the program as a whole to gather more meaningful data and to utilize this information for program planning. Teachers are now able to run reports with no time delay to better individualize for children and their classrooms. Supervisors can see what is happening for every child and classroom and provide feedback in a timely fashion. Program planning will be more meaningful and reports will help to guide the program goals.

Catholic Charities has and will continue to collaborate with Volunteers of America. Our program and VOA were both transitioning to this new system at the same time so jointly we offered training to our staff. VOA, Mile High Montessori and Catholic Charities are now working together with a trainer from Teaching Strategies to continue in the learning process of the Gold system.

- Catholic Charities has partnered with Ms. Linda Lupatkin, currently a Career Development Consultant with McKenzie and Scott in Denver. She will be providing several workshops to parents this spring on career development and will be available to follow-up with parents providing hands-on computer assistance in finding job sites, writing a resume, and how to conduct a job search. The CC IT Department will assist in providing computers and internet access.
- We have also initiated a partnership with ACCION to provide workshops for families. ACCION's mission is to increase access to business credit, making loans and providing training, to enable emerging entrepreneurs to realize their dreams. The agency is a catalyst for positive economic and social change.
- Twenty one staff members and two parents will be attending the Rocky Mountain Early Childhood Conference in April 2011.
- Catholic Charities received a \$5,000 grant from Head Start Body Start. The staff of the CDC's Ahana classroom took the initiative to write the grant and these funds will be used to make CDC's playground more accessible for children with disabilities and more challenging and interesting for all children.
- The Administration for Children and Families (ACF), Office of Head Start (OHS) has awarded the University of Denver, Dr. Mario A. Lopez and Jenny Lerner, an Innovation and Improvement Grant titled, "Enhancing Early Mathematics Learning Assessment via Interactive Computer Games." This is a three year project that will design and implement developmentally appropriate computer games that will enhance and support early mathematics in the Head Start classroom and at home. The games will closely follow the Head Start Outcomes framework and current research and will be integrated into classroom interests and activities.
- Catholic Charities is also participating in a three year math research program that involves integrating naturalistic math moments into the child's daily activities within all the classroom centers and interactively with a math software program on the computer. The training is presented by the National Head Start Family Learning Center and Sonoma University. The four training sessions include the following: Mathematics in the Early Years – Strategies for school and home, Numbers and Operation – Understanding how children really learn to count and use numbers, Geometry and Spatial Sense – How children begin to understand shapes and their awareness of the space around them in their class and at home, Measurement, Pattern – Helping children explore the world of measurements and patterns.
- The Catholic Charities Head Start Health Services Team created classroom bins around Nutrition, Physical Fitness, and Hygiene. The classroom teachers use these as a resource to engage children in health education. They also created a bin for parents to share titled: Cavity Free Kids.
- Presentations by TOPS –*Total Oral Prevention Strategies* were given again this

- year at parent meetings.
- Six staff members participated in the EHS NRC Infant and Toddler Audioconference Series on Reflective Supervision.

**Professional Development and Teacher Qualifications:**

The Catholic Charities Child Care Division is committed to furthering the education and professional development of staff. Highly trained staff is the best assurance of a quality early childhood experience for children and families. Catholic Charities offers tuition assistance reimbursement for staff (funds permitting) and bonuses for academic achievement. Funding academic development has been, and will continue to be, a priority for assigning Training and Technical Assistance funds. Currently Catholic Charities has two Head Start Teachers with MA degrees, three Head Start Teachers with BA degrees, two with AA degrees and six who are Director Qualified. (One teacher position is currently vacant.) There are eight teachers, eleven assistant teachers and 2 home visitors who are pursuing their education. CC will be downsizing the education staff mentioned above due to decreased award in child slots by DGKHS.

**3. Budget and Budget Justification:**

<b>Catholic Charities Budget Narrative: 2010-2011</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries – 50 employees total. No staff members paid with Head Start funds or included in the non-Federal share are paid in excess of the Executive Level II salary.	\$863,720	PERSONNEL
Benefits: All salaries billed will be based on actual timesheets.	\$250,479	PERSONNEL FRINGE
Office Supplies (\$4,800) - used to furnish supplies for offices, six Family Service Workers offices, teacher offices, and 2 administrative offices. Child and Family Supplies (\$5,000) -will supply 6 sites with educational materials. Food Service Supply(\$1,000)- This line furnishes the classrooms with food service supplies Other Supply(\$4,454) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$15,254	Supplies

Rent: Catholic Charities does not rent space from the Grantee. Little Munchkins Head Start (900 sq. ft.), Garfield Head Start (1068 sq. ft.), and Kentucky Head Start (1068 sq. ft.) are all owned by Denver Housing authority and the combined rent is \$21,000 per year. Mi Segunda Casa Head Start (912 sq. ft.) is owned by the First Mennonite Church and the rent is \$9,900 per year.	\$30,900	Other
Janitorial Services for Kentucky, Garfield, and Little Munchkins.	\$13,000	Contractual
Utilities, Telephone- telephone, fax, DSL lines and utilities, based on historical data.	\$8,334	Other
Building Maintenance and repair	\$1,500	Other
Local Travel-mileage reimbursement for staff, based on historical data.	\$1,500	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our six sites hold parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation.	\$5,000	Other
Publications/Advertising/Printing – includes printing of education, enrollment, and health forms.	\$1,500	Other
Training and Staff Development (T & TA Funds)	\$6,188	Other
Other: Children's activities, licenses, Janitorial services for Kentucky, Garfield, and Little Munchkins and security services.	\$3,625	Other
Indirect Costs: Catholic Charities' indirect cost rate is 23.10% (letter attached). We are using a lesser amount of 22%.	\$190,018	Indirect Costs
Operating funds and T & TA -Total	\$1,391,018	

CC Non-Federal Share Budget Narrative: 2011-2012		
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Description	Amount	Category
Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, percentage of one teacher substitute and one teacher assistant substitute, 50% of health assistant, and 33% of the program operations manager salaries paid for by funds received from the Colorado Child Care Assistance Program. Percentage of Disabilities and Mental Health Coordinators salary paid by private grants.	\$146,612	PERSONNEL
Fringe Benefits: The fringe benefits associated with the above salaries and paid by funds received from the Denver Preschool Program.	\$38,911	Fringe Benefits
Office Supplies: This will be used to supply offices for staff not covered by operating budget. Covered by Catholic Charities	\$3,000	Supplies
Child and Family Supplies: These funds will supply sites with consumable education supplies and furnishings covered by funds from Catholic Charities.	\$3,000	Supplies
Food Service Supply: This line includes kitchen supplies for 13 classrooms. Supplies are sometimes donated or supplied by Catholic Charities.	\$3,000	Supplies
Other Supply: Includes janitorial supplies and are supplied by Catholic Charities.	\$3,000	Supplies
Depreciation: 21% of the \$47,500 depreciation for Margery Reed (1128 28th Street) based on numbers of Head Start children. Margery Reed is owned by Catholic Charities.	\$9,975	Other
Rent: 16% of the rent paid to Mercy Housing (\$12,000) for the Child Development Center (1155 Decatur Street) based on the number of HS children enrolled.	\$1,920	Other
Utilities, Telephone- telephone, fax, DSL lines and utilities: A large percentage of these costs are incurred at Margery Reed and The Child Development Center and paid for by Catholic Charities.	\$12,308	Other
Building and Child Liability Insurance: Supplied by Catholic Charities.	\$4,958	Other
Building Maintenance /Repair and Other Occupancy – percentage based on numbers of HS children enrolled in Margery Reed (65%) and the Child Development Center (50%) funded by Catholic Charities.	\$9,891	
Nutrition Services: Part of the costs incurred in providing meals to children and education staff that are not reimbursed by the Child and Adult Food Program, supplied by Catholic Charities.	\$23,978	Other
Child Care Consultants: Partnering agencies often provide experts or quest speakers for staff and parent training and our 5 By 5 vendors bring field trips into our classrooms at a reduced price.	\$4,000	Other

Volunteers: Volunteer rate for Policy Council is \$47.08 and we have 10 members and meet for 2 hours, 12 times a year = \$11,299. HS would claim ½ of that amount, 5,650 The rate for teacher assistants is \$13.38 per hour plus \$3.88 fringe and we estimate that parents and community members will spend 1,959 hours volunteering = \$33,812. Community members' rate depends on the services they offer. The rate for the Health Advisory is \$41.85 and we included \$5,171 for these volunteers.	\$44,633	Other
Publications/Advertising/Printing: Percentage of line item not covered by basic grant and funded by Catholic Charities.	\$1,500	Other
Training or Staff Development: Funds from Denver Preschool Program and the Colorado Preschool Program that are designated for training.	\$2,000	Other
Janitorial Services, Taxes, Licenses, & Security Services: Catholic Charities	\$13,316	Other
Indirect Costs: 23.10% of Salary line paid by Catholic Charities (Indirect Rate Attached). We have used a lessor amount of 14%.	\$20,526	Indirect Rate
Total	\$347,755	



**All HS part-year sites operate Monday - Thursday for children**

**July 2011**

**Important Information**

Mon	Tue	Wed	Thu	Fri	Sat
				<b>1</b>	<b>2</b>
<b>3</b>	<b>4</b> Independence Day <b>All sites closed</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b> <b>All sites closed for training</b>
<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>
					<b>30</b>

31						
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<b>August 2011</b>	<b>Important Information</b>
------------------------	------------------------------

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	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



<b>28</b>	<b>29</b> All sites closed for Preservice	<b>30</b> All sites closed for Preservice	<b>31</b> All sites closed for Preservice			




**September  
2011**


**Important Information**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				<b>1</b>	<b>2</b>	<b>3</b>
<b>4</b>	<b>5</b> Labor Day All sites closed	<b>6</b> First day back for children in part-year sites	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b> All sites closed HS training day	<b>17</b>


18	19	20	21	22	23	24
25	26	27	28	29	30	

						
<b>October 2011</b>		<b>Important Information</b>				
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8

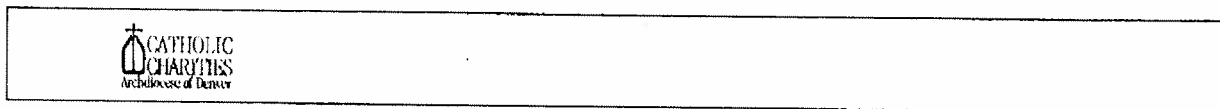
<b>9</b>	<b>10</b> Columbus Day	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b> All sites closed HS & EHS training day	<b>22</b>
<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>
<b>30</b>	<b>31</b> Halloween					

						
<b>November 2011</b>		<b>Important Information</b>				
<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thu</b>	<b>Fri</b>	<b>Sat</b>
		<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>

6	7	8	9	10	11 Veterans Day	12
13	14	15	16	17	18	19
20	21	22	23	24 Thanksgiving Day All sites closed	25 All sites closed	26
27	28	29	30			

						
<b>December 2011</b>		<b>Important Information</b>				
Sun	Mon	Tue	Wed	Thu	Fri	Sat

				<b>1</b>	<b>2</b>	<b>3</b>
<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>
<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>
<b>18</b>	<b>19</b> HS part-year sites closed for winter break	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>
<b>25</b> Christmas	<b>26</b> Christmas Day Observed All sites closed for winter break	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>



# January 2012

## Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<b>1</b> New Year Day	<b>2</b> All sites closed for New Year's Day	<b>3</b> All sites return from winter break	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>
<b>15</b>	<b>16</b> M L King Day All sites closed	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b> All sites closed HS training day	<b>21</b>
<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>
<b>29</b>	<b>30</b>	<b>31</b>				



# February 2012

## Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17 Full-Day closure All staff training day	18
19	20 President's Day	21	22	23	24	25
26	27	28	29			

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**March 2012**

**Important Information**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16 All sites closed for training	17
18	19	20	21	22	23	24



25	26 HS part-year closed for spring break	27	28	29	30	31



## April 2012

### Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 HS Part-Year sites return from spring break	3	4	5	6	7
8 Easter	9	10	11	12	13	14
15	16	17	18	19	20 All sites closed HS & EHS training	21

22	23	24	25	26	27	28
29	30					



**May 2012**

**Important Information**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12

<b>13</b> Mothers Day	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>
<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b> Last day for part-year HS children	<b>25</b>	<b>26</b>
<b>27</b>	<b>28</b> Memorial Day All sites closed	<b>29</b>	<b>30</b>	<b>31</b> Last day for part-year HS staff		



**June 2012**

**Important Information**

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					<b>1</b>	<b>2</b>

<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>
<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b> All sites closed for training	<b>16</b>
<b>17</b> Father's Day	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>
<b>24</b>	<b>25</b>	<b>26</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>



DENVER'S GREAT KIDS HEAD START  
PROGRAM YEAR 15 REPORT SCHEDULE

**Contract Documents**

Report Name	Due Date	Report Description
Budget Projection	With signature page	Month by month spending forecast by designated categories

**Administrative Reports to be submitted to the DGKHS Director by Delegate Agency**

Report Name	Due Date	Report Description
Self Assessment	January 29, 2012	Self Assessment plan, findings, analysis, and action plans
Detailed Program Narrative for PY16	January 29, 2012	ACF Grant application with Grantee special instructions
Policy Committee/Council Members Roster	When replacements occur, upon elections	Policy Committee/Council Representatives and Alternates
Policy Committee/Council Minutes	Last business day of month following meeting	Approved Policy Committee/Council monthly minutes

**Family Services Reports to be submitted to the DGKHS Family Services Administrator by Delegate Agency**

Report Name	Due Date	Report Description
Policy Committee/Council Members Roster	On-going; when replacements occur; upon elections	Policy Committee/Council Representatives and Alternates
Policy Committee/Council Minutes	Last business day of month following meeting	Approved Policy Committee/Council monthly minutes
Policy Council Delegate Report	On the 5 <sup>th</sup> day of each month by COB. If on a holiday or weekend, report due the Friday prior.	Form to be provided by Grantee Family Services Administrator
Enrollment and Attendance Report	On the 5 <sup>th</sup> day of each month by COB. If on a holiday or weekend, report due the Friday prior.	Enrollment by agency and Attendance by classroom.
Family Partnership Agreements Report	February 7, 2012 June 7, 2012	Form to be provided by Grantee Family Services Administrator
Family Referral Reports	February 7, 2012 June 7, 2012	Form to be provided by Grantee Family Services Administrator
Program Information Report (PIR)	January 15, 2012 (mid-year) August 15, 2012	Mid-year and Annual ACF Report



DENVER'S GREAT KIDS HEAD START  
PROGRAM YEAR 15 REPORT SCHEDULE

Education Reports to be submitted to the DCKHS Education Administrator by Delegate Agency

Report Name	Due Date	Report Description
Teacher Qualifications Report	November 7, 2011 February 7, 2012 May 25, 2012	Report education levels of teaching staff.
Child Outcomes	To be determined	Child outcomes information
Pedestrian Safety Training	Within	Report indicating
<b>MIS Reports to be submitted to the DCKHS Data Program Manager by Delegate Agency</b>		
Head Start Data for Management Information System	November 7, 2011 February 7, 2012 April 6, 2012 (Health Report Only) June 7, 2012	Fields required but not limited to the following: Delegate Agency, Center and Classroom information Child Report Family Report Staff Report Disability Report Child Assessment report Health Reports

Financial Reports to be submitted to DCKHS Chief Fiscal Officer by Delegate Agency

Report Name	Due Date	Report Description
Personnel	Last business day of October, January, April and July	Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date
Variance Report	Last business day of each month for previous month Exception: December report due January 16, 2012	Variance Report includes spending categories of federal and non-federal shares, annual budget, budget and expenses for month reported, variances between budget for month reported and expenses for month reported, dollar and percent variances and corresponding year-to-date information. Include payrolls, general ledgers, invoices over \$1,000 charged to Head Start
USDA Reimbursement Report	Last business day of October, January, April and July	Report of reimbursement from USDA for Head Start children only
Administrative and Development Costs	Last business day of October, January, April and July	Report by category of all administrative and development costs
Program Budget (PY17)	February 6, 2012	GABI upload of Program Year 17 budget
Single Audit Report	Within four months of end of the prior budget period	Single Audit Report including management letter and corrective actions if applicable
Inventory Report	July 29, 2011	Listing of equipment purchased with Head Start funds
Certificate of Insurance	July 29, 2011	Accord Insurance form designating appropriate insurance coverage



DENVER'S GREAT KIDS HEAD START  
PROGRAM YEAR 15 REPORT SCHEDULE

Administrative Reports prepared for Delegate Agency by DGKHS

Report Name	Due Date	Report Description
Monitoring Reports/Action Plans	Ongoing	Action Plans outlining strengths, recommendations and actions needed for improvement.
Program Design Management (PDM) Report	Determined by Program Design and Management meeting schedule. Report to be submitted to delegate agencies within 30 days of meeting.	Outlines Program Design and Management meeting discussion; includes strengths recommendations and actions needed for improvement.
Policy Council minutes	Last business day of month following meeting	Approved Policy Council minutes in English and Spanish



# ARCHDIOCESE OF DENVER

RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

May 27, 2011

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

**RE:** Agreement for Head Start Services for Program Year 2011-2012

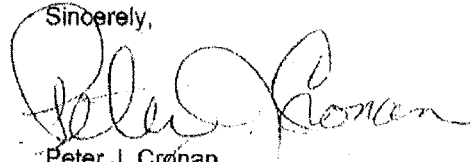
Dear Ms. Franklin:

This letter will confirm that we are in the process of renewing our insurance program, which expires 07/01/2011. However, until the renewal process is complete, we are unable to issue certificates as evidence of insurance for the new policy period.

It is anticipated that we will be in a position to issue renewal certificates of insurance on or about the July 1 renewal date and once the agreement for Head Start Services for the Program Year 2011-2012 has been finalized and executed.

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

Sincerely,



Peter J. Cronan  
Director, Office of Risk Management

PJC:mlw

1300 South Steele Street • Denver, Colorado 80210  
Phone: 303-715-3150 • Fax: 303-715-2041

Exhibit   E    
Page   1   of   5





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
6/15/2010

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

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


<b>PRODUCER</b> C.M.G. AGENCY, INC 10843 Old Mill Rd Omaha, NE 68154	<b>CONTACT NAME:</b> PHONE (AC, No. Ext): 402-551-8765 FAX (AC, No.): <input type="checkbox"/>	
	<b>ADDRESS:</b> <input type="checkbox"/> <b>PRODUCER CUSTOMER ID#:</b>	
<b>INSURED</b> Archdiocese of Denver  1300 South Steele Street Denver, CO 80210-2599	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Preferred Professional Insurance Co.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSTR	TYPE OF INSURANCE	ADDITIONAL INSURER	BURDEN	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANYAUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			MAU0027499-00	7/1/10	7/1/11	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  <b>DEDUCTIBLE</b> <b>RETENTION</b> \$			See Attached			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WE STATUTORY LIMITS   OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Head Start Program (GE00330)**

<b>CERTIFICATE HOLDER</b>  <b>Additional Insured</b>  City and County of Denver, its Elected and appointed officials, employees and volunteers.	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/06/10

PRODUCER  
1-303-773-9999  
Arthur J. Gallagher Risk Management Services, Inc.  
99 S. Fiddlers Green Cir  
Suite 200  
Greenwood Village, CO 80111

INSURED  
Archdiocese of Denver  
1300 S. Steele Street  
Denver, CO 80210-2599

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A. PINNACOL ASSUR	41190
INSURER B.	
INSURER C.	
INSURER D.	
INSURER E.	

## COVERAGES

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

INSR ACCT LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER	4083045	07/01/10	07/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 EVIDENCE OF COVERAGE ONLY Regarding: Catholic Charities & Community Services, 4045 Pecos St., Denver, CO 80211.

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE ONLY

CANCELLATION \*10 day notice for non-payment of premium.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# Certificate of Coverage

Date: 6/15/2010

**Certificate Holder**  
 Archdiocese of Denver  
 1300 S. Steele Street  
 Denver, CO 80210

**This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.**

**Company Affording Coverage**  
 THE CATHOLIC MUTUAL RELIEF  
 SOCIETY OF AMERICA  
 10843 OLD MILL RD  
 OMAHA, NE 68154

**Covered Location**  
 Catholic Charities  
 4045 Pecos Street  
 Denver, CO 80211

**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits
Property				Real & Personal Property
General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8858	7/1/2010	7/1/2011	General Aggregate
				2,000,000
				Products-Comp/OP Agg
				2,000,000
				Personal & Adv Injury
				1,000,000
Excess Liability	8858	7/1/2010	7/1/2011	Each Occurrence
				500,000
Other				Each Occurrence

**Description of Operations/Locations/Vehicles/Special Items**  
 Head Start Contract (GE00330). Sexual Misconduct Coverage of \$1,000,000 (claims made coverage) is verified for Catholic Charities; however the City and County of Denver is not an additional protected person(s) under the Sexual Misconduct Coverage. CMRS Excess Auto \$500,000 xs \$500,000.

**Holder of Certificate**

**Cancellation**

**Additional Protected Person(s)**  
 City and County of Denver, its elected and appointed officials, employees and volunteers

**Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 15 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative

*Joseph T. Sweniger*

0018003193

CEDOB 10-1

**ENDORSEMENT**

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 7/1/2010 Charge \_\_\_\_\_ Credit \_\_\_\_\_  
Cancellation Date of Endorsement 7/1/2011  
Certificate Holder Archdiocese of Denver  
1300 S. Steele Street  
Denver, CO 80210

Certificate No. 8858 of The Catholic Mutual Relief Society is amended as follows:

**SECTION II - ADDITIONAL PROTECTED PERSON(S)**

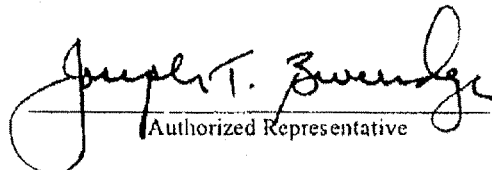
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

**Schedule - ADDITIONAL PROTECTED PERSON(S)**

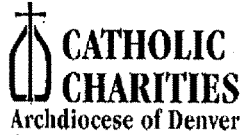
City and County of Denver, its elected and appointed officials, employees and volunteers

Remarks: Head Start Contract (GE00330). Sexual Misconduct Coverage of \$1,000,000 (claims made coverage) is verified for Catholic Charities; however the City and County of Denver is not an additional protected person(s) under the Sexual Misconduct Coverage. CMRS Excess Auto \$500,000 xs \$500,000.

  
Authorized Representative

PKS-122 (1-99)

Exhibit E  
Page 5 of 5



**Child Care & Head Start Learning Centers**

Child Development Center (Child Care, CPP, Head Start and Early Head Start)

1155 Decatur Street

Denver, CO 80204

303-629-5466, Fax #303-629-6710

Director – Nancy Nichols X 104

Dave Giant, Family Service Staff (x 114)

Full Enrollment: 72

Ages Served: Infancy – 5

Primary Language spoken in both classrooms=English

Rent to Mercy Housing=\$12,000 per year

Square Footage =16,640

Head Start	Ahana Classroom	Kids in Motion Classroom
Hours	7:00AM to 6:00PM	7:00AM to 6:00PM
Staffing	Teacher: 7:00 to 4:00 Asst. Teacher: 8:00 to 5:00 Asst. Teacher: 9:00 to 6:00	Teacher: 7:00 to 4:00 Asst. Teacher: 8:00 to 5:00 Asst. Teacher: 9:00 to 6:00

Margery Reed Mayo Day Nursery (Child Care, CPP, Head Start and Early Head Start)

1128 28<sup>th</sup> Street

Denver, CO 80205

303-308-1420, Fax #303-308-1421

Director – Carrie Lapham X 101

Sandra Boddie, Family Service Staff (x 127)

Full Enrollment: 72

Ages Served: Infancy – 5

Primary Language spoken in both classrooms=English

Catholic Charities owns Margery Reed

Head Start	Head Start Classroom 1	Head Start Classroom 2	Head Start 3
Hours	7:00AM to 6:00 PM	7:00AM to 6:00 PM	8:00 to 11:30
Staffing	Teacher: 7:00 to 4:00 Asst. Teacher: 8:00 to 5:00 Asst. Teacher: 9:00 to 6:00	Teacher: 9:00 to 6:00 Asst. Teacher: 8:00 to 5:00 Asst. Teacher: 7:00 to 4:00	Teacher & Assistant Teacher 7:30 to 12:30

Kentucky Head Start (Part Day)

852 S. Knox Court

Denver, CO 80219  
 303-935-9453/303-935-0133, Fax #303-975-4367  
 Teresita Soltero, Family Service Staff  
 Full Enrollment: 40  
 Ages served: 3-5  
 Primary Language Spoken AM Session=Spanish  
 Primary Language Spoken PM Session=Spanish  
 Rent to DHA=\$7,000 per year  
 Square Footage = 1,068

	Morning Session	Afternoon Session
Hours	8:00 – 11:30 am	12:30 – 4:00 pm
Staffing	Teacher 7:45 to 4:15 pm Teacher 7:45 to 4:15 pm Assistant Teacher 7:45 to 4:15	Teacher 7:45 to 4:15 pm Teacher 7:45 to 4:15 pm Assistant Teacher 7:45 to 4:15

Kentucky/Combination Option Head Start – Classroom/Home Visit Program  
 Class session on Friday, 3 home visits a month  
 852 S. Knox Court  
 Denver, CO 80219  
 303-935-9453/303-935-0133, Fax #303-975-4367  
 Lorena Ornelas, Combination Teacher  
 Full Enrollment: 12  
 Ages Served: 3-5  
 Primary Language Spoken=Spanish

	Morning Session (Friday Only)
Hours	8:00 – 11:30 am
Staffing	Teacher 7:30- 12:30 Assistant Teacher 7:45 to 12:15 pm

Garfield Head Start (Part Day)  
 872 S. Knox Court  
 Denver, CO 80219  
 303-922-9885, Fax #303-934-8493  
 Olivia Abeya-Gonzalez, Family Service Staff (x11)  
 Full Enrollment: 40  
 Ages Served: 3-5  
 Primary Language Spoken AM Session=Spanish  
 Primary Language Spoken PM Session=Spanish  
 Rent to DHA=\$7,000  
 Square footage = 1,068

	Morning Session	Afternoon Session
Hours	8:00 – 11:30 am	12:30 – 4:00 pm

Staffing	Teacher 7:45 to 4:15 pm Teacher 7:45 to 4:15 pm Assistant Teacher 7:45 to 4:15	Teacher 7:45 to 4:15 pm Teacher 7:45 to 4:15 pm Assistant Teacher 7:45 to 4:15
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Little Munchkins Head Start (Part Day)

1205 W. 10<sup>th</sup> Avenue

Denver, CO 80204

303-623-0099, Fax #303-623-0712

Alberto Torres, Family Service Staff

Full Enrollment: 30

Ages Served: 3-5

Primary Language Spoken AM Session=Spanish

Primary Language Spoken PM Session=Spanish

Rent to DHA = \$7,000 per year

Square footage = 900

	Morning Session	Afternoon Session
Hours	8:00 – 11:30 am	12:30 – 4:00 pm
Staffing	Teacher 7:45 to 4:15 pm Teacher 7:45 to 4:15 pm Assistant Teacher 7:45 to 4:15	Teacher 7:45 to 4:15 pm Teacher 7:45 to 4:15 pm Assistant Teacher 7:45 to 4:15

Mi Segunda Casa Head Start (Double Session)

430 W. 9<sup>th</sup> Avenue

Denver, CO 80204

303-825-1169, Fax #303-825-1119

Elvira Maldonado, Family Service Staff

Full Enrollment: 30

Ages Served: 3-5

Primary Language Spoken AM Session=Spanish

Primary Language Spoken PM Session=Spanish

Rent to the first Menonite church = \$9,900 per year

Square Footage = 912

	Morning Session	Afternoon Session
Hours	8:00 – 11:30 am	12:30 – 4:00 pm
Staffing	Teacher 7:45 to 4:15 pm Asst. Teacher 7:45 to 4:15 pm Assistant Teacher 7:45 to 4:15	Teacher 7:45 to 4:15 pm Asst. Teacher 7:45 to 4:15 pm Assistant Teacher 7:45 to 4:15

DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

Sec. 20-76. Payment of prevailing wages.

(a) Required. Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages prevailing for the same class and kind of work in the city as determined by the career service board under subsection (c).

(b) Contract specifications. The specifications for every contract in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the contract. In no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(c) Determination of prevailing wages.

(1) The city council hereby declares that it is in the best interests of the city to have a uniform determination of the prevailing wages to be paid to the various classes of laborers, mechanics and workers which will be required in the performance of work covered by this section.



(2) The city council hereby finds and concludes that the federal government, in implementing the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5), possesses and exercises a superior capability with superior resources to ascertain the basic rate of pay, overtime, and other benefits which accurately represent the current prevailing rate of wages for work covered by that federal law. The career service board shall determine that the prevailing wages applicable to the various classes of laborers, mechanics, and workers covered by this section and the Davis-Bacon Act correspond to the prevailing wage determinations made pursuant to that federal law as the same may be amended from time to time. The board shall undertake to keep and maintain copies of prevailing wage determinations made pursuant to the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5) and any amendments to that federal law. The board shall also keep and maintain such other information as shall come to its attention concerning wages paid in the city. If the board has reason to believe that a prevailing wage determination made pursuant to that federal law is substantially different from wages paid in the city based upon other information, it shall so inform the city council for their consideration and action by ordinance. The provisions of this section shall supersede any differing provisions of that federal law, except when that federal law is applicable independent of this section.

(3) It shall be the duty of the career service board to determine, after hearing, the prevailing wages for the various classes of laborers, mechanics, and workers which will be required in the performance of work covered by this section but not covered by the Davis-Bacon Act, which determinations shall be made periodically at least every six (6) months, and as frequently as may be considered necessary by the career service board in order that the determination which is currently in effect shall accurately represent the current prevailing rates of wages. Prior to making such determination, the career service board shall give reasonable public notice of the time and place of the hearing concerning such proposed determination and shall afford to all interested parties the right to appear before it and to present evidence. "Prevailing wages" shall mean, for each class of work covered by this section but not covered by the Davis-Bacon Act, the rate of pay and the overtime and other benefits granted to such full-time workers in the city. The rates shall be determined using the same method as used for those classes which are covered by the Davis-Bacon Act, except the following classifications of workers shall have their rate of pay and the overtime and other benefits based upon the rate of pay and the overtime and other benefits currently and most commonly paid to such full-time workers in the city:

Custodian I

Custodian II

Window Cleaners, Journeyman

Career service authority, upon receipt of information from any person interested in the above listed classifications, shall recommend to the mayor and city council a methodology for establishing prevailing rates for those classifications by January 15, 2000.

If there is insufficient data available in the city to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the city for each class of work covered by this section and not covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.

(d) Mandatory contract provisions; enforcement.

(1) Every contract covered by this section shall contain a provision requiring the contractor and every subcontractor under such contract to pay every worker, mechanic and laborer employed under such contract not less than the scale of wages as provided for under subsections (b) and (c).

- (2) Such contract shall further require the contractor and subcontractors to pay all construction workers, mechanics and other laborers at least once a week the full amounts of wages accrued at the time of payment, computed at wage rates not less than those stated in the specifications; except that the contractor and subcontractors shall make such payments to non-construction workers such as janitorial or custodial workers at least twice per month.
- (3) Every such contract shall further provide that the contractor shall post in a prominent and easily accessible place at the site of the work the scale of wages to be paid by the contractor and all subcontractors working under the contractor.
- (4) The contract shall further provide that if the contractor or any subcontractor shall fail to pay such wages as are required by the contract, the auditor shall not approve any warrant or demand for payment to the contractor until the contractor furnishes the auditor evidence satisfactory to the auditor that such wages so required by the contract have been paid. Any contractor or subcontractor may utilize the following procedure in order to satisfy the requirements of this section:
- a. The contractor or subcontractor may submit to the auditor, for each worker, mechanic or other laborer to whom such wages are due, a check, as required by the auditor. Such check shall be payable to that worker, mechanic or other laborer, or to the City and County of Denver so it is negotiable by either of those parties. Each such check shall be in an amount representing the difference between the accrued wages required to be paid to that worker, mechanic or other laborer by the contract and the wages actually paid by the contractor or subcontractor.
  - b. If any check submitted pursuant to paragraph (4)a. of this subsection cannot be delivered to the worker, mechanic or other laborer within a reasonable period of time as determined by the auditor, then it shall be negotiated by the city and the proceeds deposited in the auditor's unclaimed prevailing wages special trust fund. Nothing in this subsection shall be construed to lessen the responsibility of the contractor or subcontractor to attempt to locate and pay any worker, mechanic or other laborer to whom wages are due.
  - c. Any valid, verified claim for prevailing wages that is actually received by the city through negotiation of any check submitted pursuant to paragraph (4)a. of this subsection must be made prior to two (2) years after the date of the last underpayment by the contractor or any subcontractor to the worker, mechanic or other laborer to whom such wages were due. After such date, the city shall no longer be liable for payment. The city, as trustee, shall pay such claimant only the amount of the check that is actually negotiated, regardless of any dispute as to any additional amount of wages owing to the worker, mechanic or other laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.
  - d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
  - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each week during which work is in progress under the contract a true and correct copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.

(6) It shall further be provided in such contract that the copy of the payroll record shall be accompanied by a sworn statement of the contractor that the copy is a true and correct copy of the payroll records of all mechanics, laborers or other workers working under the contract, either for the contractor or subcontractors, that payments were made to the workers, laborers and mechanics as set forth in the payroll records, that no deductions were made other than those set forth in such records, and that all workers, mechanics and other laborers employed on work under the contract, either by the contractor or by any subcontractor, have been paid the prevailing wages as set forth in the contract specifications.

(7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.

(Code 1950, §161.1A, 161.1B, 161.1C, 161.1D; Ord. No. 582-85, §2, 10-28-85; Ord. No. 212-89, §1, 4-17-89; Ord. No. 979-95, §1, 11-27-95; Ord. No. 546-96, §1, 7-1-96; Ord. No. 624-97, §1, 9-22-97)

Sec. 20-77. Reserved.

Editor's note--Former §20-77 pertained to affirmative action/equal employment opportunity, was repealed by §1 of Ord. No. 513-90, adopted Sept. 4, 1990, and originated from the 1950 Code, §161.1E. For current provisions pertaining to similar subject matter, see §28-31 et seq. and §28-91 et seq.

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

No warrant or demand for payment to any contractor under any such contract shall be drawn or allowed by the auditor unless such contractor shall have filed with the auditor the reports and statements required by section 20-76(d) nor while any such contractor or any subcontractor under the contractor shall be in default in the payment of such wages as are required by the contract.  
(Code 1950, §161.1F)

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

The provisions of this division shall constitute a part of every contract of employment between every contractor or subcontractor and any employees performing work covered by the provisions of this division.

(Code 1950, §161.1G)

Secs. 20-80--20-84. Reserved.