

A G R E E M E N T

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

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

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

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

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

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

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

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

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

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

I. “Services” means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to

administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

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

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

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

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

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

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

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2025-2026 (Program Design).

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

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

D. Exhibit D, Schedule for Submission of Reports.

E. Exhibit E, 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.

H. Exhibit H, Standardized Health/Wellness Form.

I. Exhibit I, Standardized Head Start Eligibility Form.

J. Exhibit J, Criminal Records Check Tracking Sheet

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

4. TERM: The Agreement will commence on July 1, 2025, and will expire on June 30, 2026 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

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

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

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

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

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

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

C. Ensure that all of Contractor’s staff have adequate skills, training, and

experience for their respective functions and comply with the reasonable directions and requests of the City in implementing Head Start Services;

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

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

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

G. Contractor will follow “Head Start Performance Standards” to provide Active Supervision of all children at all times; and will use Active Supervision strategies to ensure all children are safe in the Head Start environment. Active Supervision includes but is not limited to ensuring that all children are under the direct supervision of a qualified adult with the responsibility to supervise at all times and no child is at no time left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care, and using name-to-face recognition by visually identifying each child. Contractor will develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practices. Contractor will report all incidents of unsupervised children, regardless of Head Start or Early Head Start funding, to City within twenty-four (24) hours. Reporting of unsupervised children will include any reports made or information shared with child welfare agencies, state licensing bodies, and parents. The Contractor will report the results of all state and local child-care licensing visits and determinations to the Head Start Director without delay.

H. The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause that occur on any of Contractor’s Site Locations in accordance with the policy and procedures of the Denver Head Start Office as designated by the City and approved

by the Contractor's management team. Further, in addition to all requirements established by law, the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

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

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

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

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

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

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

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

O. 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, City funded vacancies shall be given priority over vacancies funded by non-City sources. The Contractor will fill such vacancy within thirty (30) calendar days. The Contractor will determine eligibility for enrollment in Head Start programs based on family income in strict accordance with Section 645 (a)(1)(B) of the Head Start Act. The Contractor will determine eligibility for recruitment, selection, enrollment, and attendance in Head Start programs based on the requirements of Section 645 of the Head Start Act and 45 C.F.R. 1302, Subpart A (Sections 1302.10 – 1302.18).

P. Comply with the City’s policy directives and required procedures for branding and marking of the Services and other activities concerning Denver’s Head Start

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

7. COMPENSATION:

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

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

C. Invoices. Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the 21st of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

D. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City's

maximum payment obligation will not exceed **ONE MILLION SIXTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS AND ZERO CENTS (\$1,061,784.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement. The Maximum Contract Amount excludes the Non-Federal Share Match set forth in subsection F, below.

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

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

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty-five percent (25%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **TWO HUNDRED SIXTY-FIVE THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS AND ZERO CENTS (\$265,446.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the

contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

Every one of Contractor's Expenditure Variance Reports will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control Number of this Agreement as designated below on the City's signature page. Every one of Contractor's Expenditure Variance Reports will be submitted with supporting documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction listings, journals and invoices paid by the Contractor that equal or exceed One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start

operations for Program Year 2025-2026, HHS may issue only a partial financial award for program costs for Program Year 2025-2026. 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. Contractor expressly understands and agrees that its rights, demands, and claims to compensation arising under this Agreement are contingent upon the City's actual receipt of such federal funds and the continued federal funding. If such funds or any part thereof are not received, appropriated, or allocated by the City, the City and Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. If the federal government terminates the federal awards, disallows the costs associated with this Agreement, or otherwise reduces the funds awarded or actually paid to the City, the City reserves the right to make any necessary reductions as to this Agreement.

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

I. Updated Program Conditions. If additional conditions are lawfully imposed on the Head Start Program and the City by federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Head Start Program, the City may withhold payment to the Contractor of any unearned funds or terminate this Agreement in accordance with Section 19.A.2, below. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption

of payments.

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

8. REPORTS:

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

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

In the event that the Contractor determines that it has not maintained the designated number of enrolled students, the Contractor will include in the Enrollment Report a detailed explanation as to why such levels were not maintained and a detailed description of how

Contractor will return said levels to the designated number. The Enrollment Report will be consistent with any format designated by the City.

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

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

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

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

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

(7) **Administrative and Development Costs Report.** The Administrative and Development Costs Report will include an itemized description of all costs

and expenses incurred relating to the administration and management of Head Start programs and will be consistent with any format designated by the City.

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

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

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

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

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

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

11. EXAMINATION OF CONTRACTOR RECORDS:

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

B. The Contractor will keep true and complete records of all business

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

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

12. AUDIT REQUIREMENTS:

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

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

services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

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

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

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

other breach.

14. INSURANCE:

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

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-” VIII or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

(2) Proof of Insurance: Contractor may not commence services or

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

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

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

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

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

(7) **Commercial General Liability:** Contractor shall maintain a

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

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

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

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

(11) Cyber Liability: Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

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

15. DEFENSE AND INDEMNIFICATION:

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"), then this Paragraph 15 regarding indemnity shall not apply and 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” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended, then the Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

E. 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.

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

16. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT: For Contractors that are a “public entity”, the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

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

18. ASSIGNMENT AND SUBCONTRACTING:

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

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

created between the City and the Subdelegate, sub-consultant, subcontractor or assignee.

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

19. TERMINATION:

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

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

(2) If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Deficiencies, a Quality Improvement Plan that identifies the actions the Contractor will undertake to correct each identified deficiency and the date that Contractor expects to complete the Quality Improvement Plan. Within thirty (30) calendar days of the date of receipt of Contractor's proposed Quality Improvement Plan, the Director will notify the Contractor in

writing of the Director's approval or disapproval. If the Director disapproves of the Quality Improvement plan, the Director will inform the Contractor of the reasons for that disapproval. If the Quality Improvement Plan is disapproved, the Contractor must submit, within ten (10) calendar days of the date of the Director's notice of disapproval, a revised Quality Improvement Plan, making the changes necessary to address the reasons why the initial Quality Improvement Plan was disapproved. If the Director does not approve or disapprove of the Quality Improvement Plan within ten (10) calendar days of the date of receipt, the City will be deemed to have approved the Quality Improvement Plan.

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

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

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

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

and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

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

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

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

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

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

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

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

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

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

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

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

unable or unwilling to comply with any updated or additional program requirements lawfully imposed on the Head Start Program and the Services.

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

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

(4) The City has the right to issue a Notice to Stop Work ("Notice to Stop Work") if the City has reason to believe, in its sole discretion, that the federal funds for this Agreement are not available, delayed, or withheld for any reason. Upon receiving a Notice to Stop Work, Contractor shall cease all work under the Agreement immediately, or within the time set forth in the Notice to Stop Work. Contractor shall submit an invoice for all outstanding work as soon as possible after the date of the Notice to Stop Work or as directed in the Notice. Contractor shall not resume work under the Agreement until it receives a notice to proceed or notice to continue from the City. A Notice to Stop Work does not terminate the Agreement.

B. By the Contractor. The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to

the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

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

21. PROCUREMENT:

A. **Tangible Property.** The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws,

the standards identified in this Section, and 45 CFR Parts 75.327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the “Procurement Standards” contained in 45 CFR Part 75 and consistent with the requirements contained in this Section 20.

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

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

22. SITE LOCATIONS, LEASES AND LICENSES:

A. Site Locations/Leases. The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit 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 be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with federal and City policies concerning the use or sale of tobacco in Head Start or City facilities, as such policies may be amended from time to time. No class will be operated in a facility that does not comply with any applicable federal or City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

D. Licensing of Site Locations. The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit 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.

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

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B. Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, and 92;
- D. All applicable circulars of the U.S. Office of Management and Budget ("OMB") including without limitation Omni-Circular "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 2 CFR Part 200, *et seq.* and 2 CFR Part 25.110;
- E. Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;
- F. The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;

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

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

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

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

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

covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

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

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

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

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

affiliation or belief, or veteran status.

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

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

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

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

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

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

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

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

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

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

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

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

U. Compliance with Denver Wage Laws. To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

24. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. No oral representation

by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the Parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both Parties and executed in the same manner as this Agreement.

25. CONFLICT OF INTEREST:

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

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

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

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

With a copy of any such notice to:

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

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

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

28. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Data and Information. The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City ("City Proprietary Data"); (2) personal information pertaining to persons receiving services from the Agency ("Client Data"), or (3) confidential proprietary information owned by third parties ("Third Party Proprietary Data"). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred

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

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

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

D. “Data Protection Laws” means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as

amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

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

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

except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

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

H. Loss of Personal Information or City Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information

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

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

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

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

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

L. Disclaimer. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and City Data on an “as is” basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or City Data. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not

limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.

M. Open Records. The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, CRS, and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

30. INTELLECTUAL PROPERTY RIGHTS:

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

B. New Original Works. The City and Contractor intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created, developed, or supplied by the Contractor in connection with the Services, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, "New Original Works"),

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

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

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

and distribute the contents of the New Original Works.

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

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

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

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

31. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the

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

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

33. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

37. PARAGRAPH/SECTION HEADINGS: The captions and headings set forth

herein are for convenience of reference only, and shall not be construed as to define or limit the terms and provisions hereof.

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

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

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

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

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

Exhibits to Head Start/Delegate Agency Agreement

Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2025-2026 (Program Design).

Exhibit B, Contractor's Budget and Justification.

Exhibit C, Calendar of Times and Days of Operations.

Exhibit D, Schedule for submission of reports.

Exhibit E, Certificate of Insurance.

Exhibit F, Site Locations.

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

Exhibit H, Standardized Health/Wellness Form.

Exhibit I, Standardized Head Start Eligibility Form.

Exhibit J, Criminal Records Tracking Sheet.

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[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]

Contract Control Number:
Contractor Name:

MOEAI-202580228-00
VOLUNTEERS OF AMERICA COLORADO BRANCH

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

MOEAI-202580228-00
VOLUNTEERS OF AMERICA COLORADO BRANCH

By:

DocuSigned by:

Chiyoko Yokota

27C9880C2E604C7...

Name:

Chiyoko Yokota

(please print)

Title:

Chief Financial Officer

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

EXHIBIT A

Volunteers of America Colorado
Application and Budget Narrative
Baseline Grant Application 2025-2030
Program Year 2025-2026

Volunteers of America Colorado Head Start Table of Contents

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Section I: Program Design and Approach to Service Delivery

Volunteers of America Colorado Early Childhood Education Program (VOAC ECEP) is a prized and unique community asset serving primarily southwest Denver and unhoused families in local shelters. VOAC ECEP prides itself on its creative, inclusive, empowering and joyful response to community need. VOAC ECEP believes that families are valued and honored as leaders in their community and as their child's first and best teacher. As a support to parents' efforts, VOAC ECEP is applying for \$1,061,78.00 in grant funding to serve 76 Head Start students (72 Center-Based; 4 Home-Based); and 20 Home-Based Early Head Start students all through dual-language, multi-cultural, trauma-informed practices that encompass cultural and linguistic competencies and continued responsiveness to our community's unique needs.

Sub-Section A: Goals

VOAC ECEP ensures program goals are achieved by utilizing various data and analytical tools. VOAC ECEP conducts monthly strategic reviews with their internal Quality Assurance team, in addition to support and review from external sources such as CCR Analytics, to maintain the highest levels of compliance and quality. Evaluation processes involve several tools, including the Program Information Report (PIR) from the Office of Head Start, Results Matter checkpoints from the Colorado Department of Education, the Classroom Assessment Scoring System (CLASS), the Early Childhood Environmental Rating System (ECERS), the Strengths, Needs, and Interests Parent Survey (SNIPS), Family Partnership Agreements (FPA), Ages and Stages

Developmental and Social-Emotional screenings, the Early Screening Inventory (ESI), and the Devereux Early Childhood Assessment - Clinical (DECA-C). These tools are employed to comprehensively assess program effectiveness and support student growth, with additional oversight and overview from the Parent Policy Committee and the VOAC Board. Data and information regarding VOAC ECEP's goal progress is routinely shared with staff, parents, the Parent Policy Committee, the VOAC Board, and the community. VOAC ECEP's program goals and school readiness goals are as follows:

Program Goals

Goal 1: All VOAC ECEP children will receive high quality education that is culturally and linguistically responsive, prepares for school success and transition and provides opportunities for parents to support learning at home, family engagement, and parent advocacy. Activities include; using Teaching Strategies and PATS, which both provide culturally and linguistically appropriate, evidence-based curriculum that align with ELOF standards; using bilingual and multicultural materials; providing bilingual resources; ongoing parent-teacher communication; goal setting through Family Partnership Agreements and conferences; regular family engagement events; Parent Policy Committee; etc.	
Data, Tools, or Methods for Tracking Progress	TS Gold; observations, ReadyRosie, attendance tracking (school and events), ChildPlus, transition plans

Goal 2: Children and families enrolled in VOAC ECEP will be supported by staff through implementation of equitable, inclusive, culturally and linguistically responsive practices to reduce health disparities and advance health equity for all. Activities include; training staff on anti-bias education, trauma informed care, and equity practice; providing bilingual health workshops and classes; collaborating with DGKHS vendors to provide vision, hearing, dental, and mental health screenings; partnering with DGKHS to promote healthy living in a culturally inclusive way; etc.	
Data, Tools, or Methods for Tracking Progress	Attendance tracking and follow up for resource pop-ups, parent information nights, and nutrition/health classes; Child Plus and

	COMP report for data tracking; Family Service document events and follow up (results and referrals); Attendance tracking in tandem with CACFP meal tracking to monitor meal patterns
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Goal 3: VOAC ECEP will enroll the highest risk families into programming that provides leadership opportunities to build connections to community and to improve their skills to support successful transitions.

- Activities include; conducting targeted outreach to the Community; utilize Selection Criteria to identify families with the highest risks for enrollment; encourage parents to take active roles in program governance (Parent Policy Committee); facilitate and/or attend resource fairs on-site and throughout the Community; form partnerships with other VOAC departments and community agencies to provide access and referrals to housing, employment, legal support, and more to families.

Data, Tools, or Methods for Tracking Progress	Enrollment documents and paperwork; Selection Criteria; Waitlist; ChildPlus; Attendance sheets for events and meetings
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Goal 4: VOAC ECEP children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.

- Activities include; collaborating with specialists to best support the child; provide adaptive equipment and materials to support children with disabilities; coach and mentor teachers on inclusive teaching strategies; advocacy for parents who have a child diagnosed with a special need/disability; etc.

Data, Tools, or Methods for Tracking Progress	ASQ & ASQ-SE; TS Gold; Vision/Hearing/Dental Screenings; Conferences; Ready Rosie; ChildPlus; Observations; Transition Plans; Sewall; IEP Meetings; IEP Progress Reports
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Goal 5: VOAC ECEP operations and financial administration are efficient, effective, and promote parent, family, and community engagement across all levels of HS programming.

- Activities include; monthly budget review by ECEP managers and VOAC accounting teams; utilize ChildPlus as a data management system to track attendance, child paperwork, education progress, case notes, and more; monthly meetings with the Quality Assurance (QA) team to ensure progress goals and progress are on track; etc.

Data, Tools, or Methods for Tracking	Monthly budget reports; QA meetings
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Progress	
Goal 6: DGKHS children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy. Activities include; at least one bilingual educator in each classroom; dual-language curriculum instruction; utilizing programs such as Bueno Center to expand on the importance of biliteracy education; providing communications in the family's home language; etc.	
Data, Tools, or Methods for Tracking Progress	Bueno Center Trainings; Bueno Center observations; CLASS observations; Early Childhood Environmental Rating Scale

SCHOOL READINESS GOALS

The expected outcome for all school readiness goals are that children are meeting and/or exceeding Head Start growth expectations for their appropriate age group.

HEAD START EARLY LEARNING OUTCOMES FRAMEWORK DOMAIN: APPROACHES TO LEARNING	
SCHOOL READINESS GOALS & ACTIVITIES: Infant/Toddler: GOAL: 50% of children will attend, persist, and demonstrate flexibility in learning, making discoveries, and solving problems. - Activities include: child chooses to join in on activities or pays attention to tasks during home visits and socializations; increased perseverance in exploring and completing challenging tasks or activities with adult help Preschool: GOAL: 70% of children will increasingly demonstrate self-control including controlling impulses, maintaining attention, persisting with activities, and using flexible thinking. - Activities include: control of actions and words when responding to challenging situations with others; engages in purposeful play; understands and applies classroom rules based on routine and/or activity	
Data, Tools, or Methods for Tracking Progress	TS Gold; observations, coaching logs, ASQ

HEAD START EARLY LEARNING OUTCOMES FRAMEWORK DOMAIN: SOCIAL AND EMOTIONAL DEVELOPMENT	
SCHOOL READINESS GOALS & ACTIVITIES: Infant/Toddler: GOAL: 50% of children will develop personal and playful relationships with other children. - Activities include: child shows interest in interacting with other children at home or at socializations; greets friends and/or familiar playmates; joins in joint activities with others Preschool: GOAL: 70% of children will engage in and maintain positive peer relationships and interactions including cooperation and resolving conflicts. - Activities include: develops friendships with other children; uses strategies such as taking turns or sharing for conflict resolution	
Data, Tools, or Methods for Tracking Progress	TS Gold; observations, coaching logs, ASQ-SE, Denver Health Mental Health data

HEAD START EARLY LEARNING OUTCOMES FRAMEWORK DOMAIN: LANGUAGE AND LITERACY / LANGUAGE AND COMMUNICATION	
SCHOOL READINESS GOALS & ACTIVITIES: Infant/Toddler: GOAL: 50% of children will attend to, understand, respond to, and learn through communication and language experiences, including communication systems such as sign language. - Activities include: responds to action-statements (example: where is the ball? Can you bring me the ball?); attentive to whoever is speaking Preschool: GOAL: 70% of children will attend to, understand, and respond to increasingly complex communication and language from others - Activities include: responds to conversations including sharing stories or responding to stories/books shared with them; participate in multi-turn conversations GOAL: 70% of children will demonstrate they understand how print is used and how print works. - Activities include: memorizing books/texts; identifies individual letters; recognizes environmental print	
Data, Tools, or Methods for Tracking Progress	TS Gold; observations, CLASS observations

HEAD START EARLY LEARNING OUTCOMES FRAMEWORK DOMAIN:	
COGNITION	
SCHOOL READINESS GOALS & ACTIVITIES:	
Infant/Toddler:	
GOAL: 50% of children will actively explore their environment to discover what objects and people do, how things work, and how to make things happen.	
Activities include: child explores new environments (space, objects, materials, people) at socializations using their senses; makes simple predictions on what happens next	
Preschool:	
GOAL: 70% of children will observe and manipulate physical materials, ask questions, make predictions, and develop hypotheses to describe and understand observable phenomena in their environment.	
Activities include: using senses to explore and manipulate materials; documents discoveries by using drawings, images, numbers and words	
Data, Tools, or Methods for Tracking Progress	TS Gold; observations
HEAD START EARLY LEARNING OUTCOMES FRAMEWORK DOMAIN:	
PERCEPTUAL, MOTOR, AND PHYSICAL DEVELOPMENT	
SCHOOL READINESS GOALS & ACTIVITIES:	
Infant/Toddler:	
GOAL: 50% of children will develop control of large muscles for movement, exploration, and self-help.	
Activities include: Increased control of movements such as rolling, running, and jumping; explores environments by climbing, carrying objects, and throwing objects	
Preschool:	
GOAL: 70% of children will identify and practice healthy and safe habits.	
Activities include: uses proper hand washing techniques and understand when they are used in routines; demonstrates ability to care for self, such as dressing self, brushing teeth, has a basic understanding of healthy food choices	
Data, Tools, or Methods for Tracking Progress	TS Gold; observations, coaching logs, ASQ; COMP report data; health data

Over the last year, VOAC ECEP has noticed a decline in developmental scores across all classrooms, while social-emotional scores have increased. This change influences the goals listed above and has created increased awareness on how the changes in

internal/external environments, teacher education and retainment, and mental health are playing a role in the community. We believe the decrease in developmental scores (Teaching Strategies Gold) paired with an increase in social-emotional scores (CLASS) reflects a shifting focus in early childhood education toward addressing the social emotional needs of children. Developmental scores, which measure academic or skill-based milestones, may have been impacted by external factors such as disruptions in routines, family stressors, or reduced access to enrichment opportunities outside the classroom. However, the rise in social-emotional scores highlights the success of efforts to foster strong relationships, emotional regulation and positive interactions within the classroom. These gains are critical, as social-emotional development forms the foundation for resilience and readiness to learn, ultimately supporting future improvements in developmental milestones and kindergarten readiness.

Expected challenges include encouraging families to follow through with follow-up appointments in regard to screening results; decrease in community resources due to funding availability; encouraging families to follow up on referral and resources shared with them; changes to the external environment which include food insecurity, housing cost and availability, increased cost-of-living, and so forth. This data is continuously shared in the Service Delivery portion below.

Subsection B: Service Delivery

1. Service and Recruitment Area

VOAC ECEP is located at 321 S. Yates St., Denver, CO 80219, and will serve qualifying families in the City and County of Denver, primarily from Westwood, Barnum, Barnum West, Villa Park, Valverde, Mar Lee, Athmar Park, Ruby Hill, and College View neighborhoods and unhoused families in Denver Area shelters, further referred to as “the Community”. These neighborhoods consistently appear in Denver Great Kids Head Start’s annual Community Assessment as experiencing the most cumulative disadvantages, requiring an ethical and compassionate response to both immediate needs and societal and systemic challenges. The area’s neighborhoods are both a childcare and food desert as well as home to Denver’s highest number of immigrants and BIPOC community members. Consistently, this community demonstrates resiliency in the face of systemic adversity despite annual data indicating families live in poverty as well as experiencing food insecurity and a plethora of other stressors. Families also have some of the lowest rates accessing public assistance. Further evidence of these statements can be found in the following section. VOAC ECEP has historically and will continue to advocate for this community serving as a protective factor by striving to meet its many unmet human needs.

2. Needs of Children and Families

VOAC ECEP will provide dual-language early childhood education and bilingual family support services to Head Start eligible families in the City and County of Denver,

Colorado. Currently, the City and County of Denver is home to approximately 713,252 people. While the amount of people living in Denver has increased over the last decade, the overall population in Denver since 2019 has declined (Denver Great Kids Head Start, 2023). According to the Colorado Department of Local Affairs, population growth is slowing down. This means that births have decreased, deaths have increased, and net migration is necessary to sustain population growth. According to the DGKHS Community Assessment, Denver has supported 37,844 migrants as of January 2024. The increase in migrant population presents a shift in family needs and program eligibility.

According to the Community Assessment, the Census Bureau estimates there are 38,428 children under the age of 5 residing in Denver. Of this, as estimated 19% or 7,200 of these children are in poverty. This rate has increased over time and is higher than the state average of 11% (Colorado Department of Local Affairs, 2024). The increase of poverty levels is represented in eligibility trends for Denver Great Kids Head Start over the last 10 years, which include increases in areas such as income levels that fall between 100% and 130% of the Federal Poverty Level (FPL) and those receiving public assistance.

In addition to Head Start and Early Head Start programming, VOAC ECEP implements state-funded programs that support the Program which include Colorado Universal Preschool (UPK) and the Colorado Child Care Assistance Program (CCCAP). Each program has their own eligibility requirements, processes, and funding. VOAC ECEP utilizes both of these programs to better serve and meet the needs of the Community.

3. Proposed Program Options

VOAC ECEC is requesting \$1,061,78 in grant funding to serve 92 students total: 72 Head Start students (68 Center-Based; 4 Home-Based); and 20 Home-Based Early Head Start students (18 Early Head Start; 2 Prenatal) Center-Based students will receive 7.5 hours of daily instruction, Monday – Thursday for 155 days from August to May, for a total of 1,132 hours. VOAC ECEP is requesting to serve an additional 4 Center-Based Head Start students due to community need. VOAC ECEP previously served 80 Center-Based Head Start students before reducing to 68, however, since implementation, this past program year proved that demand for Center-Based is still imminent. The Program currently has a waitlist of eligible families for this program. The addition of these four slots would allow VOAC ECEP to better serve and meet the needs of the Community, ensuring equitable access to those with the greatest need. The VOAC Diana L Kunz Early Childhood Education Center, located at 321 S. Yates St., Denver, CO 80219, contains 5 classrooms that serve blended age groups of 3 to 5 years old for continuity of care. Each classroom consists of a three-person education team: Lead Teacher, Bilingual Associate Teacher, and Assistant Teacher thus ensuring low student: teacher ratios and individualized educational experiences. All classrooms are licensed and regularly inspected by the Colorado Department of Early Childhood, Colorado Department of Public Health and Environment, and the Denver Fire Department as required by law. Additionally, daily inspections of the physical premises are conducted and documented daily by the on-site leadership team, ensuring student safety and general compliance.

Center-based families are supported by a bilingual Family Service Team staff member, , education & disabilities manager, center manager, Head Start Director, early childhood

mental health consultant, and health team, as well as special education provider(s) when appropriate. The Home-Based program services both Head Start and Early Head Start students. Each Home-Based family receives at least an hour-and-a-half home visit per week from a Home-Based Teacher. Head Start students receive a minimum of 32 visits per year, and Early Head Start students receive at least 46 visits per year. Additionally, VOAC's Home-Based program provides 22 group socializations to all families they serve. Home-Based Teachers also provide parent education, guidance, and support to their families regarding their child's overall growth and development in addition to home safety. All families benefit from wrap-around services through the greater VOAC, receiving support in transportation, housing, accessing food, legal services, veteran services, ongoing parent education and any other needs self-identified by the parent and/or guardian.

4. Centers and Facilities

VOAC ECEP offers one, Center-Based option comprised of 5 classrooms with mixed ages, 3-5 years old, as outlined above. Center-Based programming is offered at 321 S. Yates St., Denver, CO, 80219. Home-Based services are offered in the family's home, in which the program office is also located at 321 S. Yates St., Denver, CO, 80219. 100% of students enrolled at VOAC ECEP qualify for Head Start.

5. Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA)

VOAC ECEP utilizes the Head Start eligibility requirements which include families who meet the federal low-income guidelines, those who receive public assistance, children

who are in foster/kinship care, or those experiencing homelessness as defined by the McKinney-Vento Homeless Assistance Act; in addition to DGKHS agreed-upon Selection Criteria to determine program eligibility. The Selection Criteria ensures that the Program serves families and children with the greatest needs. It uses a point system to prioritize those who are most likely to benefit from the comprehensive services that are provided by Head Start and the Program. DGKHS assists in reviewing, developing and improving the criteria, with input provided by VOAC ECEP's Children's Committee and Parent Policy Council. All VOAC ECEP staff, the Children's Committee, and Parent Policy Council receive annual ERSEA training. Selection Criteria includes, but is not limited to parents/guardians who can identify with the following life experiences: immigrant/refugee families, primary language other than English, child with confirmed special needs, child with suspected special needs, single parent, teen parent with first child, parent has experienced domestic violence, involvement in Child Protective Services, parent/guardian is currently pregnant, parent/guardian does not have GED or high school diploma, parent is/has been incarcerated, family member has chronic illness, household has 3 or more children, family has transportation barriers, etc. Children are then placed on the waitlist from highest to lowest, with the highest number indicating a greater need for the services and supports provided by the Program. When a child drops from the Program, the waitlist in conjunction with the point system is used to identify priority in enrollment. One of the challenges of the recruitment and enrollment process is the instability of housing. Many of our enrolled and waitlisted families move out of Denver due to a multitude of reasons including housing affordability. This is prevalent in our homeless and migrant communities and has caused families to move to

neighboring towns or out of state, where they unfortunately become ineligible for services. The Program offers referrals to local and internal programs to help, including offering Home-Based services to Denver area shelters including VOAC's own Family Motel. Families who still reside in Denver but may move to a new neighborhood are provided with transportation support, and transition guidance to similar programs. Information reported in the Community Assessment in combination with reviewing data collected when determining family eligibility helps the Program to identify and develop effective outreach systems. These systems include utilizing canvassing, local events, community partners, resource fairs, local schools, social media, radio and TV campaigns, and more. VOAC ECEP utilizes culturally and linguistically appropriate language in communications and advertisements. The Program currently provides hard-copy fliers and application materials in both English and Spanish with the goal of increasing accessibility by providing these materials on a web-based platform that syncs with Child Plus, an already utilized Head Start data management system. This modern improvement will help to provide accurate data tracking and analyzation, improving overall recruitment efforts.

VOAC ECEP is fortunate to partner with a variety of community organizations and programs, such as churches, health clinics, grassroots projects, and other local non-profits, while also being able to provide direct services provided directly by VOAC. VOAC's programs are designed to empower those served to live fulfilling and self-efficient lives. These programs include housing stabilization, food and nutrition services, and Veterans services. Furthermore, the Program utilizes partnerships and collaboration with both internal and external programs to better understand and assess

Community needs, while educating and promoting Head Start and the benefits of early childhood education.

Once a child is enrolled in the Program, it is vital to promote regular attendance in programming. All VOAC ECEP staff members review the attendance policy annually in addition to having the policy posted in each classroom by the attendance tracking sheet. Attendance is a collaborative effort between VOAC ECEP staff and families. The attendance policy is addressed during enrollment, orientation, first home-visits, and the Family Partnership Agreement. Attendance is monitored on a daily basis by teachers and the Family Services Team. Should a child be absent, reasoning is requested for documentation and monitoring purposes. Attendance reports are provided at the weekly Family Service Team meetings; and monthly to the Parent Policy Committee and DGKHS. Should a child have chronic absences, the Family Services Team will work with the family in establishing an improvement plan to improve attendance going forward. This may include identifying barriers, changes in environment, and/or providing referrals/resources for transportation support.

VOAC ECEP faces expected challenges in terms of enrollment and attendance. Though the Program has been able to maintain full enrollment, there has been a notable increase of drops due to families moving out of the neighborhood.

6. Education and Child Development

VOAC ECEP utilizes The Creative Curriculum by Teaching Strategies to guide Center-Based educational programming. According to the Curriculum Consumer Report from HeadStart.gov, The Creative Curriculum promotes and fully aligns with all Head Start

Early Learning Outcomes Framework (ELOF) domains and sub-domains (U.S. Department of Health and Human Services, Administration for Children and Families, Office of Head Start, 2015). The Creative Curriculum also aligns with the Colorado Early Learning and Development Guidelines (Colorado ELDG) (Teaching Strategies, 2016). This curriculum is evidence-based, focusing on the whole-child and emphasizing learning through play and exploration (Teaching Strategies, 2016). Teacher implementation of the Creative Curriculum is supported through the provided teaching guides, scaffolding strategies provided within activities, in addition to guidance on how to provide differentiation, adaptation, and individualization to lessons. VOAC ECEP incorporates additional Teaching Strategies programs including Teaching Strategies GOLD, AI's Pals, Ready Rosie, and Coach Membership. Teaching Strategies Gold (TS GOLD) is an observation-based assessment program that is organically embedded into The Creative Curriculum lessons; AI's Pals is a social-emotional program that uses puppets to help to build a nurturing classroom environment; and Ready Rosie is a family engagement application that fosters and strengthens the school-family partnership; and the Coach Membership guides administrators in ensuring fidelity in curriculum and assessment implementation. The Coach Program is new to the Program, and administrators are navigating the onboarding process with full implementation next program year. VOAC ECEP will be utilizing the Coach Program, in addition to bilingual coaching services provided by the Denver Early Childhood Council, to collectively provide ongoing support and direct guidance to teachers in the classroom.

VOAC ECEP's Home-Based programming utilizes Parents as Teachers Foundational Curriculum: Prenatal to 3 (PAT) to guide home-based services. According to the

Curriculum Consumer Report from HeadStart.gov, PAT is a researched-based curriculum that aligns with Head Start ELOF domains. The curriculum is supportive in providing guidance on culturally responsive interactions including developmental support for children who are dual-language learners. PAT provides tools and training for home-visitors that focus on supporting family goals, building responsive relationships, supporting a child's development, and promoting a rich learning environment (Teaching Strategies, 2016). Additional curriculum support is provided by the administration team through observation and coaching.

School readiness is the ultimate goal for children enrolled in Head Start programming. Center-Based Teachers and Home-Visitors are the primary data collectors for outcome results. VOAC ECEP provides a Multi-Tiered System Approach (MTSS). At the First Home Visit and/or within the first 45 days of enrollment, all children are screened using Ages and States Questionnaire (ASQ) and the Ages and Stages Questionnaire – Social Emotional (ASQ-SE). The ASQ is a screening tool that measures development in the following domains: communication, gross motor, fine moto, problem solving, and personal-social. The ASQ-SE focuses on areas such as autonomy, social interactions, social communication, and self-regulation. Both screenings are available in multiple languages and involve the family in the screening process. Results from the ASQ and ASQ-SE guide educators in instructional individualization and observational assessments as well.

VOAC ECEP uses TS Gold as an ongoing assessment tool. TS Gold is a research-based assessment program that aligns with both Head Start's ELOF and the Colorado ELDG (Teaching Strategies, 2016). TS Gold is also approved by the Colorado

Department of Education's Results Matter initiative (Colorado Department of Education, (n.d.). Results Matter focuses on improving outcomes for students who receive special education services. Though assessment data is inputted into TS Gold throughout the school year, finalized data is reported three times a year (Fall, Winter, and Spring) and is used to inform policy decision-making. To ensure consistency across data input and evaluation by teachers, staff complete extensive training provided by Teaching Strategies and are required to maintain an active Interrater Reliability certification. The Interrater Reliability certification is considered a valuable tool in enhancing teachers' professional development and growth. Overall, TS Gold integrates naturally with The Creative Curriculum, allowing teachers to assess students in real time. Additionally, TS Gold supports the family-school connection by providing parent-teacher conference reports in both English and Spanish, which assist our families in understanding where their child is on the growth continuum and where they will likely be by the end of the year. In addition to the assessments mentioned above, VOAC ECEP provides and implements additional assessment tools that are used solely in our Center-Based programming. The Classroom Assessment Scoring System (CLASS) focuses on teacher-child interactions in the classroom. This assessment is conducted twice a year, by an external, bilingual, CLASS-certified coach, who evaluates teacher interactions and provides feedback and coaching based on the results. The Devereux Early Childhood Assessment (DECA) is a tool used by educators and parents to further assess a child's social and emotional development. This tool provides insight to VOAC ECEP's dedicated Mental Health Consultant through Denver Health Hospital Authority, who works directly with guardians and/or staff to build their knowledge and capacity in

strengthening and supporting the social and emotional development of the children they care for (Denver Health, 2024). Additional tools that are available include The Early Screening Inventory (ESI) which helps to identify students who may need special education services. The VOAC ECEP staff also utilize Behavior Information Reports (BIRs) and the Prevent-Teach-Reinforce for Young Children (PTR-YC) tool, both which support tracking, identifying, and managing challenging behaviors in the classroom. All assessment results are documented in ChildPlus to track child progress and for program-wide analyzation. Assessment results are shared with caregivers regularly throughout the year and may be used as supporting documentation for children who may need further evaluation for special education services.

The family-school partnership is a key tool in promoting school readiness. Family-school partnerships are collaborative and promote shared responsibilities between families and educators to support a child's learning and development. Parents are encouraged to engage and participate in their child's educational journey in a variety of ways. In the beginning of the school year and throughout, families are encouraged to engage in their child's learning by sharing the dreams and goals they have for their child, and by participating in their child's assessments and conferences. Parents have access to their child's learning through the Teaching Strategies Family app, which offers two-way communication between school and home, allowing them to stay connected with what their child is learning in school. Additionally, families have access to Ready Rosie, a parenting curriculum that provides interactive workshops and resources to support development and learning at home. For those who prefer to have more hands-on involvement, parents have the opportunity to volunteer at the Program and/or serve on

the Parent Policy Council, where they are able to provide input on program planning, decision-making, and program oversight, ensuring the Program meets the needs children, families, and the Community.

7. Health

VOAC ECEP begins the process of identifying child and family needs during the enrollment process. During intake, the Family Services Team and Home Visitors work with caregivers to collect the following required health documents: contact information for the child's pediatrician, dentist, and preferred hospital; immunization records; and proof of last physical exam. The following medical information and documents are only required if applicable: emergency action plans for children with asthma and/or allergies and accompanying medication; special diet statements, and any other medical care plans or specialists involved in the child's care. Center-Based families who cannot provide these documents work with the Family Services Team and our dedicated School Nurse to find solutions in obtaining documentation and/or services so that their child can continue the enrollment process and participate in the Program. In addition to the requested health documents, families are inquired about the mother's medical history during pregnancy, labor, delivery, and post-partum, developmental milestones, developmental and behavioral concerns, and family health history. This information is valuable in identifying any immediate needs or potential concerns requiring follow-up. Families are informed of the comprehensive support services offered by the Program to ensure their child's health needs are met during enrollment and again when completing their Family Partnership Agreement. VOAC ECEP collaborates with the following DGKHS vendors to provide screenings within the first 45-days of enrollment: Denver

Health (dental, mental-health) and Marion Downs Center (vision, hearing, and speech). All screenings are offered to Center-Based and Home-Based families on the Program's campus. Parents are notified of upcoming screenings and are encouraged to attend during their child's screening in Center Based if they wish and provided incentives to bring their home-based child for screenings. Screening results are provided to the Education and Disabilities Manager, and the Family Services Team. These VOAC ECEP staff members then communicate the results to families, offering guidance in next steps if treatment or further evaluation is deemed necessary. Staff provide assistance to families through referrals, resources, assistance in making appointments, coordinating needed transportation, and follow-up on treatment progress. In addition to screening services, Denver Health provides medical, mental health, dental and behavioral health care to enrolled students and their siblings at no charge, which can be accessed at one of the 19 school-based health centers or through their mobile health clinic which provides their services in the Community at least once per week.

All health information and screening results are uploaded and inputted to ChildPlus and audited internally and externally to ensure compliance with the Office of Head Start, the Colorado Department of Public Health and Environment, and Colorado Department of Early Childhood licensing rules and regulations. The Family Services Team reviews child files for expiring paperwork the month prior to expiration, ensuring all required documentation is up to date. Additional review is conducted by the Head Start Director, Center Manager, Education and Disabilities Manager, School Nurse, and the internal and external Quality Assurance teams.

Health education is provided to all children, staff members, and parents. In the Westwood neighborhood, where VOAC ECEP is located, there is limited access to supermarkets and grocery stores. According to the Community Assessment, 82% of the Westwood population does not live within a 10-minute walk of a full-service grocery store. Inequitable access to full-service grocery stores presents the issue of families being able to obtain healthy and affordable food. Currently, over 18% of enrolled students are considered overweight or obese. VOAC ECEP works to combat this through multiple pathways. These include: providing CACFP qualified meals (breakfast, lunch, and snack) during the school day; providing pop-up markets which include fresh produce and protein provided by VOAC's City Harvest and support from additional funders; a school garden and family cooking classes provided by a local non-profit known as Re:Vision; dance classes provided by Community Minded Dance (CM Dance), and participation in the Culture of Wellness in Preschool program which provides classroom-based education and parent engagement around nutrition, physical activity, and overall wellness. In addition to the health engagement and education services mentioned above, teachers implement, discuss, and model proper handwashing, brushing teeth, and eating healthy food choices that are provided in the classroom.

8. Family and Community Engagement

VOAC ECEP is committed to providing continuous, comprehensive support services to Head Start and Early Head Start children and their families. The Program incorporates various theories, including the ecological systems theory to provide a holistic framework for understanding and addressing the complex interplay between individuals, families,

and their environments. VOAC ECEP utilizes these theories in addition to the ever-evolving insights from scientific research on early childhood development, to ensure that program development is rooted in a comprehensive understanding of the factors influencing children and families in the Community. 70% of families at VOAC ECEP are first-language Spanish speakers. This emphasizes the need for dual-language programming and bilingual family services. To meet the linguistic and cultural needs of families, the entire Family Services Team including Home-Based Visitors, and at least one teacher in each classroom is bilingual. All parent communication (verbal and text) is provided in both English and Spanish. Additional translation services are available to support families who speak languages other than those currently offered.

All Family Service Team members, Home-Based Visitors, and Managers are trained in motivational interviewing and trauma-informed care practices. The Family Service Team plays a pivotal role in fostering family and engagement, building strong partnerships that empower families and support children's development and well-being. Each family is assigned a dedicated Family Services Team Member, which for the purpose of this section includes Home-Based Visitors, who provides the family with support through advocacy, resources and referrals, family engagement opportunities, program participation, and collaboration with the Program staff and DGKHS vendors. At the beginning of the school year, the family and Family Services Team Member work together to create a Family Partnership Agreement (FPA). The FPA assists the VOAC ECEP in understanding the family's goals for their child and members of their household. Goals can include support in education, housing, employment, substance abuse, legal issues, and more. These goals are worked on through the course of the

school year and can be adjusted at any time. Additionally, families complete the Strengths, Needs, and Interests Parent Survey (SNIPS), which is conducted by CCR Analytics each October. Results from the SNIPS are provided to the Program in early Winter. VOAC ECEP utilizes this data to ensure programming not only meets individual and community needs but honors the Community's story.

Another key role of the Family Services Team is to facilitate and strengthen the partnership between the education team and families. This collaborative effort begins with the annual "Watermelon Welcome," in which children and families meet the entire VOAC ECEP staff and DGKHS vendors that support their families throughout the course of the school year to the first official day of school. VOAC ECEP continues this partnership by hosting at least one multiple family engagement event each month, where parents and caregivers, especially fathers and father figures, are strongly encouraged to engage and participate in events and activities. These events and activities include but are not limited to: Watermelon Welcome; parent-teacher conferences; monthly pop-up markets which provide food (protein, produce and dry goods), clothing, diapers, and other necessities based on availability and need; family cooking classes; Harvest Fest; Gratitude Dinner; Kindergarten Readiness Nights; socializations, workshops/consultations supporting the child, adult, and/or family (examples: developmental, mental health, education, or financial support); and the Celebration of Learning. The Family Services Team additionally signs up all enrolled families for DGKHS's Five by Five program, which provides access to cultural experiences that support kindergarten readiness for students and their families in the Denver area free of cost.

By integrating new research on early childhood development, trauma-informed care, and family engagement, the program continually evolves to implement evidence-based practices. This approach allows for the design of responsive, innovative strategies that support families' unique needs, promote resilience, and enhance overall program effectiveness in achieving school readiness and family well-being.

9. Services for Children with Disabilities

VOAC ECEP recruits and children eligible for special education services. VOAC ECEP consistently exceeds the 10% enrollment requirement with 14% of currently enrolled children receiving services. The Program partners with DGKHS vendor, Sewall Child Development Center, to provide inclusive special education services in the classroom environment. The evaluation process for special education services relies on the school-family partnership. It is vital that open communication, parental input and advocacy, objective observation and assessment are all included in the process. This information helps to identify children who may need a referral for further evaluation. Once consent is received, Sewall conducts the evaluation at the Program during the school day. Assessment data is collected and reviewed by Sewall to determine eligibility under the Individuals with Disabilities Act (IDEA). A multi-disciplinary team which includes the child's parents, teachers, the Education and Disabilities Manager, and specialist from Sewall come together to discuss results. If eligible, this same multi-disciplinary team discusses the child's current strengths, abilities, areas support is needed, accommodations, and services to be provided, ultimately creating the Individualized Education Plan (IEP). All identified services needed are provided by the Sewall team and are integrated into the classroom routines immediately following the

IEP meeting. IEPs are then reviewed annually, and progress reports are provided at least twice a year to the child's parents and the appropriate VOAC ECEP teams. VOAC ECEP also partners with Rocky Mountain Human Services (RMHS), which supports our Early Head Start families with early intervention services. Since VOAC ECEP's EHS program is 100% Home-Based, the process is different and relies on the relationship, guidance, and communication of the Home-Based Visitor and Education and Disabilities Manager with the family. The evaluation process is similar to Sewall's, where open communication, parental input and advocacy, and observation and assessment data are vital in the evaluation process. Eligible children will go through the same process as an IEP, but receive a Individualized Family Service Plan (IFSP) as services are provided directly in the family's home. VOAC ECEP has faced challenges with this program as RMHS is consistently at capacity for providing bilingual providers. This has posed a barrier to families receiving services, as they often choose to not move forward with the process. RMHS has been working diligently to recruit additional bilingual providers.

The VOAC ECEP staff willingly collaborate with external specialists in order to provide children with continuity of care and so they may receive all the support they need.

These specialists may include occupational therapists, speech-language pathologists, psychologists, psychiatrists, and social workers. This joint effort ensures the child is receiving targeted interventions that best support their ongoing growth and development in the early childhood environment.

10. Transition

VOAC ECEP's transition processes are designed to support children and families as they progress through the Program using a coordinated, family-centered approach. The transition process begins at intake. Intake, as mentioned in the enrollment portion of the ERSEA section above, is the first transition process into VOAC's ECEP. The thorough intake process guides VOAC ECEP staff in recognizing, identifying, and supporting the unique needs of each child and family. These conversations are continued throughout the duration of the child's enrollment in the Program, ensuring families feel supported, confident, and prepared for what's to come.

VOAC ECEP has evolved the transition process since the last grant cycle. Since the addition of Early Head Start to the Program, additional transition pathways are now included. The image below shows the four main programs VOAC ECEP provides. The arrows in between programs indicate where a transition plan will be developed and executed. Special considerations are taken for families who transition from Home-Based to Center-Based, from VOAC ECEP to an external program, and other extenuating circumstances that may arise.



While VOAC ECEP's transition plans will generally have the same process, specific details and strategies will differ between programs and individuals. All transition plans are collaborative, ensuring the continuity of care. The transition from Prenatal to Early Head Start begins with prenatal services that provide expecting families with resources and education on parenting, child development, and health. Once the child is born,

services extend to support the child's early development and the family's needs.

Practices that support this transition include building strong, trusting relationships with families during pregnancy; providing education on infant care, education on post-partum mental health, development, health, and safety; and connecting families to EHS services immediately postpartum. The transition from Early Head Start to Head Start occurs around the age of 3-years-old. VOAC ECEP's EHS program is Home-Based, therefore it is important to ensure proper introduction to the school environment.

Practices that support this transition include arranging visits and socializations at the center so families can become familiar with and explore the school environment; educating parents on the importance of routines and modeling the process during home visits and socializations; and offering warm introductions to the child's new teaching team. The transition plan from Head Start to Kindergarten occurs when the child meets the age requirement for enrollment, usually at 5 years old. This transition process involves collaboration between VOAC ECEP Head Start staff, families, and elementary schools. Practices that support this transition may include providing Kindergarten Readiness Night(s) to educate families on their school options, registration processes and deadlines, and offer hands-on assistance in the registration process; and individualized transition plans for all children, especially those with IEPs or additional needs, ensuring necessary supports are in place. Overall, it is important to establish positive partnerships through continuous, open communication with families, empowering them to take an active role in their child's education and life. By implementing these strategies, the transition process fosters stability, continuity, and a

positive foundation for lifelong learning, ensuring that children and families feel supported and confident at every stage.

The Family Service Team, Managers, and Head Start Director have created a new, more thorough transition plan procedure, ensuring consistency in documentation and communication between programs, classrooms, and beyond. This new procedure is currently in progress of being approved by all appropriate stakeholders.

11. Services to Enrolled Pregnant People

VOAC ECEP provides enrolled pregnant women with comprehensive case management and services to support them during pregnancy and postpartum. Prenatal services fall under VOAC ECEP's Home-Based programming. During intake, the dedicated Home Visitor will work with the expectant mother to ensure they have access to and are receiving ongoing health care. Other important factors to make note of during this process include their current pregnancy journey, history of previous pregnancies, access to support systems, paternal involvement, and any health and/or safety concerns.

The Home-Based Visitor will provide comprehensive education services utilizing the Parents as Teachers curriculum and handouts, covering topics such as fetal and child development, labor and delivery, risks of alcohol and drug use during pregnancy, postpartum recovery, postpartum depression, safe sleep practices, and general infant care. The Home-Visitor will also support the mother in obtaining and accessing services through the process of referrals and follow-up. These services are based on individual

need and may include housing assistance, substance abuse prevention and treatment, food assistance, and oral health care.

12. Transportation

VOAC ECEP does not offer transportation but instead reduces barriers by assisting families in accessing readily available modes of transportation including bus passes and Lyft and providing funds for car repairs.

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

1. Governance

VOAC ECEP is embedded in a larger statewide organization, Volunteers of America Colorado (VOAC), and VOAC is an affiliate of an even larger support network of Volunteers of America National. As a result, VOAC ECEP has robust oversight and support to ensure quality programming, fiscal management, and human resource management.

VOAC ECEP's Parent Policy Committee and the VOAC Board of Directors Children's Committee work together to serve as the governing body, assuming oversight responsibilities to the Program's activities and service delivery to families.

VOAC ECEP's Parent Policy Committee consists of five elected parent representatives. The Parent Policy Committee has representation from both Early Head Start and Head Start programming. The Family Services Team and Center Manager provide program information and updates to the Parent Policy Committee monthly. Additionally, the President and Vice President of the Parent Policy Committee serve as members of the greater DGKHS's Policy Council. The Head Start Director serves as the representative

to the Children's Committee, reporting program goals and progress, child and family outcomes, financial updates, grant applications, and the annual budget.

Program and fiscal operations are closely monitored by the Center Manager, Education and Disabilities Manager, Head Start Director, Senior Division Director, Senior Grant Accountant, and Quality Assurance Team monthly through reports generated from accounting software, Sage Intacct, and through monthly strategic review meetings.

Sage Intacct is a web-based software, allowing real-time review should it be needed.

DGKHS, the Parent Policy Committee, Chief Program Officer, CFO, CEO, and VOAC Board provide additional oversight and fiscal monitoring.

2. Human Resources Management

VOAC ECEP's leadership team is composed of dedicated content area experts who oversee the effective delivery of program services. The team includes the Director of Children's Programs, Center Manager, Education and Disabilities Manager, Lead Family Community Advocate, and Lead Home-Based Teacher. Attached is an organizational chart that is subject to change upon center and child needs. Each content area leader receives ongoing support, professional development, and training to effectively carry out their roles and responsibilities. Those in management and director positions supervise their respective content area staff and collaborate across disciplines to ensure a coordinated and comprehensive approach to delivering Head Start services.

All VOAC ECEP staff are hired through a formal process utilizing VOAC's hiring manager, in addition to interviews by managers and the Parent Policy Committee President. Staff receive full-day onboarding from the Human Resource (HR)

department, before receiving department specific training at ECEC. Training for all ECEC staff is ongoing based on individual needs and State requirements. VOAC utilizes Paylocity as a HR management system and assigns managers as content experts for the program they support. This approach allows for direct and responsive access to an HR expert. VOAC has developed a comprehensive performance review system and progressive disciplinary action process. VOAC ECEP managers provide a minimum of once-a-month supervision meetings to all staff members utilizing a retrospective model to encourage reflection and goals for improvement in individual performance. This process is collaborative between the staff member and their supervisor. Additionally, staff complete yearly performance reviews, which are signed off by the staff member, their supervisor, and HR.

All staff have the opportunity to excel in their careers through professional development opportunities, tuition reimbursement,

3. Program Management and Quality Improvement

VOAC ECEP's leadership team and operational systems emphasize continuous planning, monitoring, and quality improvement to ensure compliance, efficiency, and excellence in service delivery. The program uses comprehensive data collection and analysis systems, such as monitoring reports, child and family outcome reports, and the Program Information Report (PIR), to evaluate performance and guide strategic planning. A coordinated services approach allows content areas to work interdependently, ensuring streamlined operations and high-quality programming.

The Program implements a robust monitoring plan annually to evaluate all aspects of service delivery, including classroom materials, health and safety practices, and family services. Regular inspections, checklists, and reports ensure compliance with standards such as HSPPS, ECERS, and the Colorado Department of Early Childhood (CDEC) licensing rules and regulations. Examples of this include: daily checklists monitoring classroom, playground and facility safety conducted by center leadership; and routine inspections conducted by DGKHS, CDEC, the Colorado Department of Public Health and Environment, and Integrity Fire Safety Services. Monthly reports generated by management staff are analyzed to track progress, identify areas for improvement, and address systemic challenges. These outcomes are reviewed by the leadership team and governing body, and corrective action plans are implemented promptly.

VOAC ECEP utilizes ChildPlus and Excel Spreadsheets to track goal progression and monitor classroom and child development outcomes. Strategies such as classroom observations, developmental assessments, and curriculum fidelity checklists ensure teaching practices and interactions align with program objectives. In the last year, VOAC ECEP has contracted with the Denver Early Childhood Council to provide bilingual coaching and CLASS observations for all Center-Based teachers. This has made a significant improvement to our programming as the previous coach only understood and spoke English, potentially skewing data as more than 75% of our students and teachers are Spanish speaking. This change emphasizes our dedication to equitable access to professional development, education and training for all staff.

Section 2: Budget and Budget Justification Narrative

1. Please see attached Budget Narrative

2. N/A

3. N/A

4. Management positions within the Head Start program are responsible for overseeing the management of the program's resources to ensure optimal benefits for the children and families served and to make the program as efficient and effective as possible.

Volunteers of America Colorado Colorado's Head Start Managers assist in developing and monitoring the budget, and staff are informed of budgetary status during the year.

Managers make cost-effective purchasing decisions and staff participate in the delivery of cost-effective services. VOAC Head Start management developed the budget in conjunction with VOAC Finance Director and the financial management team also monitors expenditures throughout the year to stay within budget. Spending activities are discussed with staff at team meetings, parents at Parent Engagement meetings and the Children's Committee. Any funds spent require a manager's signature and their supervisors' signature for processing. This financial efficiency allows VOAC to provide enhanced services when needed, ensure salaries are competitive and classroom operations and supplies are geared toward high quality services which translate to increased school readiness for families and students.

5. Annually, VOAC receives funds from UPK Program to meet the Head Start match requirement of \$170,864.00. UPK is a state-funded early childhood education program administered by the Colorado Department of Education. UPK provides access to quality early childhood education for children who are identified as being at risk for academic failure based on life experiences. Each year the Colorado General Assembly provides

preschool funding for children who have certain risk factors in their lives that are associated later with challenges in school. It is estimated that VOAC Head Start will utilize \$170,864.00 UPK funds to meet the Head Start match requirement.

This, with the \$683,458 operations budget (including the \$5388.00 Training and Technical Assistance) budget total \$854,322. Early Head Start's required match of \$86,000.00 will be met by the annual fundraising campaign through foundations. This with the \$344,000.00 operations budget (including 3672.00 Training and Technical Assistance) budget total \$430,000.00. Together Early Head Start and Head Start budgets include a total of \$1,284,322.

6. N/A

7. N/A

8. N/A

9. N/A

10. N/A

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2025

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

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

PRODUCER ISU Insurance Services of Colorado 1950 W Littleton Blvd. Suite 107 Littleton CO 80120	CONTACT NAME: Brenda Crozier PHONE (A/C, No, Ext): (303) 534-2133 FAX (A/C, No): (303) 892-5579 E-MAIL ADDRESS: bcrozier@isuinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance Co. NAIC # 18058	
INSURER B: Pinnacol Assurance Co. NAIC # 41190	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 25-26 LIAB**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		PHPK2574068-024	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Sexual Abuse & Molestation						MED EXP (Any one person) \$ 5,000
	☐ \$1,000,000 Ann'l Aggregate						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						PMC01 \$
A	AUTOMOBILE LIABILITY	Y		PHPK2574068-024	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							GOAOT \$ 3,000,000
A	UMBRELLA LIAB			PHUB871591-024	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 10,000,000
	☐ OCCUR ☐ CLAIMS-MADE						
	☐ DED ☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		55212	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability for Human Services			PHPK2574068-024	07/01/2025	07/01/2026	Professional Liab Limit \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Great Kids Head Start Programs; As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto. Sexual abuse and molestation coverage is not excluded.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Department of Human Services 1200 Federal Blvd. Denver CO 80204	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 <i>Brenda Crozier</i>
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PRODUCER ISU Insurance Services of Colorado 1950 W Littleton Blvd. Suite 107 Littleton CO 80120	CONTACT NAME: Brenda Crozier PHONE (A/C, No, Ext): (303) 534-2133 FAX (A/C, No): (303) 892-5579 E-MAIL ADDRESS: bcrozier@isuinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: At-Bay Specialty Insurance Co.</td> <td>19607</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: At-Bay Specialty Insurance Co.	19607	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER A: At-Bay Specialty Insurance Co.	19607														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Volunteers of America Colorado Branch 2660 Larimer St Denver CO 80205															

COVERAGES**CERTIFICATE NUMBER:** 25-26 CYBER**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber - Claims Made Coverage Retention \$25,000			AB-6693822-03	07/01/2025	07/01/2026	Network Security Liability \$3,000,000 Media Liability \$3,000,000 Regulatory Liability \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Denver Great Kids Head Start

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Office of Children's Affairs Denver Great Kids Head 1200 Federal Blvd. Denver CO 80204	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 <i>Brenda Crozier</i>
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Volunteers of America Colorado

321 S. Yates St. Denver, CO 80219

2025-2026 School Calendar

July 2025						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2025						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October 2025						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November 2025						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December 2025						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2026						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February 2026						
Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
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22	23	24	25	26	27	28

March 2026						
Su	M	Tu	W	Th	F	Sa
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2026						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2026						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2026						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				



First and Last Day of School



Head Start, Childcare, & VOAC Closed



Head Start Closed, Childcare Open



Head Start & Childcare Closed - VOAC Open

July 4	Independence Day
Aug 4 -15	Teacher Prep & Home Visits
Aug 18	Watermelon Welcome
Aug 19	First Day of School
Sep 1	Labor Day
Nov 24-26	Conferences
Nov 24-28	Fall Break
Dec 22-Jan 2	Winter Break

Jan 1	New Years Day
Jan 19	Dr. Martin Luther King Jr. Day
Feb 9-13	Home Visits
Feb 16	Presidents' Day
Mar 30-Apr 3	Spring Break
Mar 31	Cesar Chavez Day
May 4-8	Conferences
May 25	Memorial Day
May 28	Last Day of School / Celebration of Learning
June 19	Juneteenth

Denver Great Kids Head Start - Program Year 30 - Report Schedule

EXHIBIT D

REPORT TYPE	NAME AND DESCRIPTION	DUE DATE	RESPONSIBLE PARTY	DELIVERY METHOD
ENROLLMENT	Comprehensive Template	5th of Every Month	Cross-Content Areas	Data Connector
ATTENDANCE	Attendance Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
PHYSICAL HEALTH	Comprehensive Template	5th of Every Month	Health Coordinator	Data Connector
Marion Downs Referrals	Marion Downs Referral Template	January 15, July 30	Health Coordinator	Denverheadstart@denvergov.org
MENTAL HEALTH	Mental Health Template	10th of Every Month	Mental Health Contact	Data Connector
DISABILITIES	Disabilities Template	10th of Every Month	Disabilities Contact	Data Connector
FAMILY SERVICES	Comprehensive Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
FAMILY SERVICES	FPA's, Strength and Needs – comprehensive template	5 th of Every Month	Family Services/ERSEA Coordinator	Data Connector
FAMILY SERVICES	Recruitment Template	5 th of Every Month	Family Services/ERSEA Coordinator	Data Connector
EDUCATION	Raw TSGOLD data	Fall, Winter, Spring	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	hsreports@denvergov.org , Angelita Guerrero
EDUCATION	Coaching Logs	10 th of Every Month	Education Coordinators	hsreports@denvergov.org
EDUCATION	Teacher qualifications template	10 th of Every Month	Education Coordinators	hsreports@denvergov.org
FINANCIAL	Invoice - Variance Report, General Ledger Detail, GL Summary, and receipts for purchases >\$1K	21st of Every Month		Denverheadstart@denvergov.org
FINANCIAL	USDA Reimbursement Report	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		Denverheadstart@denvergov.org
FINANCIAL	Admin and Developmental Costs	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	Program Budget PY29 July 2024 to June 2025	Annually, FEB 10 2025		Denverheadstart@denvergov.org
FINANCIAL	Single Audit Report	Annually, MAR 2025		Denverheadstart@denvergov.org
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2025		Denverheadstart@denvergov.org
FINANCIAL	Certificate of Insurance PY29 July 2024 to June 2025	Current at time of contract - Annually, MAR 1 2024		Denverheadstart@denvergov.org
FINANCIAL	Budget Projection	November 2024 and March 2025		Denverheadstart@denvergov.org
GRANTOR ADMIN REPORTS	Monitoring Reports/ Plans	ONGOING		Delegate Head Start Director
GRANTOR ADMIN REPORTS	Policy Council Minutes	Last Business Day of Month Following Meeting	DGKHS Office Manager	Delegate Head Start Director
DELEGATE ADMIN REPORTS	Self-Assessment	JAN 31st	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Personnel Report	Last business day of Oct., Jan., April and July	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Criminal Records Report	Last business day of Oct., Jan., April and July	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2025

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

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

PRODUCER ISU Insurance Services of Colorado 1950 W Littleton Blvd. Suite 107 Littleton CO 80120	CONTACT NAME: Brenda Crozier PHONE (A/C, No, Ext): (303) 534-2133 FAX (A/C, No): (303) 892-5579 E-MAIL ADDRESS: bcrozier@isuinsurance.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Philadelphia Indemnity Insurance Co. NAIC # 18058	
INSURER B: Pinnacol Assurance Co NAIC # 41190	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 25-26 LIAB**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY	Y		PHPK2574068-024	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ Sexual Abuse & Molestation						MED EXP (Any one person) \$ 5,000
	☐ \$1,000,000 Ann'l Aggregate						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						PMC01 \$
A	AUTOMOBILE LIABILITY	Y		PHPK2574068-024	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS ONLY ☐ AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							GOAOT \$ 3,000,000
A	UMBRELLA LIAB			PHUB871591-024	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 10,000,000
	☐ OCCUR ☐ CLAIMS-MADE						
	☐ DED ☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		55212	01/01/2025	01/01/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability for Human Services			PHPK2574068-024	07/01/2025	07/01/2026	Professional Liab Limit \$1,000,000 Annual Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Great Kids Head Start Programs; As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto. Sexual abuse and molestation coverage is not excluded.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Department of Human Services 1200 Federal Blvd. Denver CO 80204	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 <i>Brenda Crozier</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/26/2025

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

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

PRODUCER ISU Insurance Services of Colorado 1950 W Littleton Blvd. Suite 107 Littleton CO 80120	CONTACT NAME: Brenda Crozier PHONE (A/C, No, Ext): (303) 534-2133 FAX (A/C, No): (303) 892-5579 E-MAIL ADDRESS: bcrozier@isuinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: At-Bay Specialty Insurance Co.</td> <td>19607</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: At-Bay Specialty Insurance Co.	19607	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: At-Bay Specialty Insurance Co.	19607														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Volunteers of America Colorado Branch 2660 Larimer St Denver CO 80205															

COVERAGES**CERTIFICATE NUMBER:** 25-26 CYBER**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber - Claims Made Coverage Retention \$25,000			AB-6693822-03	07/01/2025	07/01/2026	Network Security Liability \$3,000,000 Media Liability \$3,000,000 Regulatory Liability \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Denver Great Kids Head Start

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver Office of Children's Affairs Denver Great Kids Head 1200 Federal Blvd. Denver CO 80204	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 <i>Brenda Crozier</i>
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EXHIBIT F

SITE LIST

ADDRESS

VOA Colorado Head Start

321 S. Yates Street

Denver, Colorado 80219

CLASSROOMS

Classroom 1 (C1)

Classroom 2 (C2)

Classroom 3 (C3)

Classroom 4 (C4)

Classroom 5 (C5)

Homebased 1

Homebased 2

Prenatal 1

Prenatal 2

EXHIBIT G

TITLE II - REVISED MUNICIPAL CODE

Chapter 20 - FINANCE

ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES

DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

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 on any city-owned or leased building or on any city-owned land, pursuant to a contract 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 city-owned or leased building 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 and fringe benefits prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any city-owned or leased building or on city-owned land and the work of landscaping that is not performed in connection with the construction or renovation of a city-owned or leased building; nor shall this section apply to situations where there is no contract directly requiring or permitting the work described above, or contracts that are neither a revenue or expenditure contract contemplating such work, such as licenses or permits to use city-owned land.
- (b) *Contract specifications.* Every contract with an aggregate value, including all change orders, amendments or other alterations to the value, 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 city-owned or leased building or on any city-owned land, 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 include the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Contracts 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 issuance, or on the date of the written encumbrance, as applicable, 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 changes 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 of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all

EXHIBIT G

contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective until the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

(c) *Determination of prevailing wages.*

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

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

- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor

EXHIBIT G

advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

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

EXHIBIT G

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 pay period during which work is in progress under the contract a true and correct electronically certified 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) Every such contract shall also require that the contractor will provide to the city a list of all subcontractors who will be providing any services under the contract.
 - (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each payroll period, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
 - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
 - (2) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - (3) The penalty shall be two thousand five hundred dollars (\$2,500.00) for a violation, plus seventy-five dollars (\$75.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the

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- previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
- (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).
- (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).
- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
- (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
- (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
- (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the

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hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.

- (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

(Code 1950, §§ 161.1A, 161.1B, 161.1C, 161.1D; Ord. No. 582-85, § 2, 10-28-85; Ord. No. 212-89, § 1, 4-17-89; Ord. No. 979-95, § 1, 11-27-95; Ord. No. 546-96, § 1, 7-1-96; Ord. No. 624-97, § 1, 9-22-97; Ord. No. 277-00, § 1, 4-3-00; Ord. No. 84-02, § 1, 1-28-02; Ord. No. 656-06, § 1, 10-9-06; Ord. No. 679-06, § 1, 10-16-06; Ord. No. 423-09, § 1, 8-3-09; Ord. No. 285-10, § 1, 5-24-10; Ord. No. 161-12, §§ 1, 2, 3-19-12; Ord. No. 387-12, § 1, 7-30-12; Ord. No. 985-16, § 1, 11-7-16; Ord. No. 35-19, § 1, 2-11-19)

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

- (a) *In general.* A contractor shall be subject to debarment and disqualification from the award of any contract upon a determination that grounds for debarment exist as provided in this section.
- (b) *Definitions.* As used in this section:
 - (1) *Contract* shall mean a contract or a purchase order authorization for construction, alteration, improvement, repair, maintenance or demolition of any city-owned or leased building or performed on city-owned land by or on 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, and includes subcontracts.
 - (2) *Contractor* shall mean a contractor who has contracted with or is seeking to contract with the city or to provide goods or services to or on behalf of the city and a subcontractor or supplier of any tier.
 - (3) *Debarment board* or *board* shall mean a board consisting of the manager of transportation and infrastructure, the manager of aviation, the manager of general services, the director of the division of small business opportunities, and the auditor. In the event any member of the board has a conflict hearing a particular matter, the conflicted member will delegate his or her duties as a member of the debarment board to another individual within his or her department or division.
- (c) *Grounds for debarment.* As used in this section, "grounds for debarment" shall mean the occurrence within the three (3) years immediately preceding a report as provided in subsection (d) of:
 - (1) A willful failure or refusal of a contractor to pay prevailing wages in violation of section 20-76. In any proceeding arising under this section, a "willful failure or refusal" may be proven by evidence that the contractor has intentionally or repeatedly paid less than the required prevailing wage(s), either under the same contract or under two (2) or more contracts, including subcontracts.
 - (2) Intentional or repeated violations of the obligations imposed upon the contractor by contract provisions that substantially conform to the requirements of subsection 20-76(d).
 - (3) Any suspension or termination of a contract by the city or any agency thereof due to a violation of section 20-76.
 - (4) Any violation of any applicable city or state law establishing journeyman to apprentice ratios for the performance of work distinctive to a specific craft of trade or requiring licensing for the performance of

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- any type of construction work, when such violation occurred in the course of a contract, and when such violation demonstrates an intent by a contractor to evade the requirements of section 20-76 for the payment of prevailing wages.
- (5) Any violations described in D.R.M.C. section 28-77.
 - (6) Conviction of a criminal offense under local, state, or federal law or entry of a civil judgment for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
 - (7) Conviction of a criminal offense or entry of a civil judgment related to obtaining or attempting to obtain a public or private contract or subcontract, including, but not limited to, bid rigging or collusion by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
 - (8) Serious violation of the terms of one or more contracts with the city, including willful material failure to perform, following notice of such failure, or a history of material failure to perform, or of materially unsatisfactory performance of one or more contracts with the city.
 - (9) Current debarment by any other governmental entity based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity.
 - (10) Any other cause of so serious or compelling a nature that it affects the present responsibility of a contractor or subcontractor.
 - (11) Any violations of or described in D.R.M.C. section 20-80.
 - (12) Any violations of or described in D.R.M.C. sections 20-82 through 20-84.
 - (13) The term "grounds for debarment" shall not include any isolated or insubstantial violation of law that is promptly corrected by a contractor in accordance with the requirements of the city.
- (d) *Reports to debarment board.* Any officer or employee of the city responsible for enforcing the laws set forth in paragraph (4) of subsection (c) of this section, or for the administration of the contracts of the city shall promptly report to the debarment board in writing any grounds for debarment coming to the attention of the officer or employee. Submittal of such a report to the board by an officer or employee who is on the board or who works under any member of the board shall not disqualify on its own that board member from serving his or her duties on the board with regard to the submitted report.
- (e) *Debarment investigation; notice to contractor.*
- (1) Following the receipt of a report of grounds for debarment under subsection (d), the debarment board shall conduct an investigation. After the board has made an initial investigation of the facts and circumstances underlying the report, the board shall send a written notice of investigation to the contractor against whom the report was made. Such notice shall be sent by certified mail, return receipt requested, and shall contain a concise statement of the report and the underlying facts and circumstances as they appear to the debarment board at the time of the notice. The notice shall inform the contractor that it has twenty (20) business days in which to respond to the board in writing.
 - (2) The contractor's response shall include a statement of the following:
 - (i) Which, if any, of the facts cited in the notice the contractor does not contest;
 - (ii) Any facts not included in the notice which the contractor believes to be relevant to the investigation;

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- (iii) The contractor's statement of the facts and circumstances relevant to the report and investigation; and
 - (iv) Any mitigating factors related to the grounds for debarment.
 - (3) After receipt of the contractor's written response, the debarment board shall meet with the contractor to discuss and review the facts and circumstances relevant to the report under investigation. The board may meet more than once with the contractor during the investigation. The contractor may be represented by counsel at such meeting(s), and may present documentation and exhibits to the board for the board's consideration.
 - (4) It is not the intent of this subsection (e) that the debarment board shall conduct informal or formal hearings during the investigation, but rather that the contractor against whom the report is made shall have the opportunity to be notified of the investigation and to present information relevant to the report. If a contractor does not timely respond to a notice of investigation sent under this subsection (e), the board shall proceed with the investigation.
 - (f) *Determination of debarment.* Following the investigation under subsection (e) of this section, and after consultation with the city attorney, the debarment board may determine that no further action is required, or may debar a contractor from consideration for any contract upon the affirmative vote of at least three (3) members of the board for a period of up to three (3) years. If the board determines to debar a contractor, then the board shall send a written notice of debarment by certified mail, return receipt requested, to the contractor, and the notice shall inform the debarred contractor of the right to appeal the decision administratively in accordance with subsection (h) of this section.
 - (g) *Effect of debarment determination.* A debarment determination shall take effect thirty (30) days after the contractor receives notice of the determination unless an appeal is filed during that time in accordance with subsection (h) of this section. After the debarment decision takes effect, the contractor debarred shall remain debarred unless a court or the board orders otherwise or until the debarment period specified in the determination expires. A debarment shall disqualify the contractor from the award of any contract during the period of debarment, and shall be binding upon any and all city departments and agencies responsible for the award of contracts.
 - (h) *Suspension.* The debarment board, in consultation with the city attorney, may temporarily suspend any contractor because a criminal investigation has commenced or a criminal charge has issued against the contractor or an officer, director, partner, manager, key employee, or other principal of a contractor for an offense under local, state, or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of antitrust statutes, or other law indicating a lack of business integrity or business honesty until the investigation is concluded without charges or the charges are resolved through conviction, plea, dismissal, or other resolution.
 - (i) *Appeals.*
 - (1) Any contractor who disputes any determination of debarment made pursuant to this section may petition the debarment board for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - (2) The debarment board shall designate a hearing officer to hold such hearing, and shall be represented before the hearing officer by the city attorney.
 - (3) Such petition shall be filed in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in
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EXHIBIT G

accordance with rules and regulations issued by the board. The petitioner shall bear the risk of non-persuasion, and the standard of proof shall conform to that in civil, non-jury cases in state district court.

- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order of the hearing officer and may be reviewed under Rule 106(a)(4), C.R.C.P. by the petitioner or by the city.
- (5) The district court of the second judicial district of the state shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) C.R.C.P.
- (6) Any appeal of a debarment determination shall automatically stay the effect of the debarment until the appeal is finally resolved.
- (j) *Debarment list.* The debarment board shall maintain a list of any and all contractors debarred in accordance with this section and shall promptly notify the auditor, the mayor, the city council, the manager of transportation and infrastructure, the manager of aviation, the manager of parks and recreation, the director of the division of small business opportunity, and the manager of general services of any additions or deletions to the debarment list.
- (k) *Mandatory contract provision.* Every contract shall contain a provision prohibiting the contractor from hiring any subcontractor that is currently debarred by the city in accordance with this section.
- (l) *Other remedies preserved.* The operation of the debarment process under this section 20-77 shall not preempt or supersede existing remedies or penalties for violation of prevailing wage, building code or other city laws and regulations, or other discretionary activities of appropriate city officials with respect to contract issues that may be provided by law.
- (m) *Guidelines; rules and regulations.* The debarment board is authorized to promulgate guidelines and rules and regulations as may be necessary to effectuate the purposes of this section 20-77.

(Ord. No. 581-03, § 1, 7-14-03; Ord. No. 985-16, § 2, 11-7-16; Ord. No. 194-19, §§ 1—3, 4-8-19; Ord. No. 39-20, § 38, 2-3-20)

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 manager of finance 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; Ord. No. 656-06, § 2, 10-9-06)

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)

DENVER GREAT KIDS		
EARLY HEAD START/HEAD START INDIVIDUALIZED HEALTH PLAN		
CENTER:	CHILD'S NAME:	
	DATE:	NURSE/HEALTH TEAM REVIEW INITIALS
FIRST DAY OF ATTENDANCE IN CLASSROOM:		
INDIVIDUALIZED HEALTH PLAN IN PROCESS		
MEDICAL HOME IDENTIFIED BY PARENT		
HEALTH INSURANCE IDENTIFIED BY PARENT		
Referred to Covering Kids or DH Enrollment Specialist		
HCT Result		
LEAD Result		
TB Result OR Risk Assessment		
HCAP 1		
HCAP 1 Completed & Expiration date		
HCAP 2		
HCAP 2 Completed & Expiration date		
IZ IN CHART AND UP-TO-DATE FOR AGE		
Is there a Statement of Immunization Exemption on File?		
CURRENT PE IN CHART		
1 month		
2 months		
4 months		
6 months		
9 months		
12 months		
15 months		
18 months		
24 months/2 years		
3 years		
4 years		
5 years		
HEALTH SCREENINGS COMPLETED WITHIN 45 DAYS		
Health Screenings retests needed		
REFERRAL NEEDED BASED ON HEALTH SCREENINGS		
Referral completed		
DENTAL HOME IDENTIFIED		
DENTIST'S EXAM COMPLETED WITHIN 90 DAYS		
Treatment completed		
	Most Recent Fall Data	
Fall Height		
Fall Weight		
Fall BMI		
	Most Recent Spring Data	
Spring Height		
Spring Weight		
Spring BMI		



Head Start Eligibility Verification Form

1. Child's name: _____
 2. Child's date of birth: _____
 3. Is this child eligible to participate in the program? ☐ Yes ☐ No
 4. Type of eligibility interview conducted: ☐ In-person ☐ Audio or Video Call
 5. Indicate the applicable eligibility criterion for this child:

☐ Experiencing Homelessness	☐ Other (up to 10% may fall into this category, up to 49% for AI/AN programs)
☐ Foster care	
☐ Public assistance (TANF, SSI, SNAP)	☐ Income between 100-130% poverty guidelines (up to 35% may fall into this category)
☐ Income at or below 100% poverty guidelines	
 6. What documentation was used to determine eligibility and is included as part of the eligibility determination record?

☐ Income Tax Form 1040	☐ Unemployment documentation
☐ W-2	☐ Written statement (employer, service provider)
☐ TANF documentation	☐ Foster care reimbursement
☐ SSI documentation	☐ Family signed declaration
☐ SNAP documentation	☐ Other, please describe: _____
☐ Pay stub or earnings statements	_____
 7. Staff signature: _____ Date: _____
 8. Staff name: _____ Title: _____
- Notes:



EXHIBIT J

Denver Great Kids Criminal Records Check Tracking Sheet

Date: . ie:

1	2	3	4	5	6	7
Staff Name	Date Reference Checks Completed	Date results received from Sex Offender Registry	Date and type of initial criminal history records check received (CBI or FBI with fingerprints) Example: 12/1/25 CBI	Initial Date of Hire (Columns 2 and 3 actions need to be completed prior to this date) *Staff member cannot be left alone with children, but can be on payroll	Date of interstate check results (If employee indicates they have lived outside of Colorado within the past 5 years) *Due within 45 days of hire	Date and type of criminal history records check not received prior to hire (CBI or FBI with fingerprinting) *Within 90 days of hire. Example: 12/5/25 FBI

8	9
Date of Child Abuse and Neglect State Registry Check received *Within 90 days of hire	Date of Most Recent complete background check every five years to include (CBI, FBI, Sex Offender, Child Abuse and Neglect)