

**AGREEMENT for Head Start Services for Program Year 2014-2015**

# A G R E E M E N T

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER**, a Colorado not-for-profit corporation, whose address is 4045 Pecos Street, Denver, Colorado 80211 (the “Contractor”) collectively “the parties”.

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

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

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

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

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

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

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

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

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

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

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

provision of services to administer and operate Head Start program.

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

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

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

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

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

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

**A.** Exhibit A consists of:

**(1)** Exhibit A-1, Contractor’s Application and narrative to provide Head Start Services for program year 2014-2015;

**(2)** Exhibit A-2, First Supplemental Application/Scope of Services and Budget Narrative; and

**(3)** Exhibit A-3, Second Supplemental Application/Scope of Services and Budget Narrative.

**B.** Exhibit B consists of:

**(1)** Exhibit B-1, Contractor’s Budget;

**(2)** Exhibit B-2, First Supplemental Application/Scope of Services and Budget Narrative; and

**(3)** Exhibit B-3, Second Supplemental Application/Scope of

Services and Budget Narrative.

- C. Exhibit C, Calendar of Times and Days of Operations.
- D. Exhibit D, Schedule for submission of reports.
- E. Exhibit E, Certificate of Insurance.
- F. Exhibit F, Site Locations.
- G. Exhibit G, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

The terms and conditions of paragraphs 1 through 43 hereof will control any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

**4. TERM:** The Agreement will commence on July 1, 2014, and will expire on June 30, 2015 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Director.

**5. SERVICES TO BE PERFORMED:**

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

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

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

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

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

**B.** Communicate timely with the Head Start Director concerning the provision of services hereunder and attend and participate in meetings as requested by

the Director or the Director's designated representative;

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

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

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

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

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

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

**I.** Operate Head Start programs as designated by the City and County of Denver and in accordance with the hours and days set forth on **Exhibit C**, the Calendar of Times and Days of Operation. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from the hours stated in Exhibit C, it will, in writing, notify the Director and request the

Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours of operation.

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

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

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

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

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

## **7. COMPENSATION:**

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

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

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

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

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



prepared and executed by both parties in the same manner as this Agreement.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Five Hundred Ten Thousand Eight Hundred One Dollar and Seventy One Cents (\$1,510,801.71)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

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

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

**F. Non-Federal Share Match.** The Contractor will provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase "fairly evaluated" referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor's contribution under this Agreement will be **Three Hundred Seventy Seven Thousand Seven Hundred Dollars and Forty Three Cents (\$377,700.43)** as set forth in more detail in Exhibit B. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on



**Exhibit B**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

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

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

**H. Federal Funds Contingency/Appropriations.** The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's Exhibit B will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2013-2014, HHS may issue only a partial financial award for program costs for Program Year 2013-2014. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

**I. Maximum Contract Liability.**

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

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

## 8. REPORTS:

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

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

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

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

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

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

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

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

(7) **Administrative and Development Costs Report.** The Administrative and Development Costs Report will include an itemized description of all costs and expenses incurred relating to the administration and management of Head

Start programs and will be consistent with any format designated by the City;

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

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

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

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

whether in hardcopy or electronic format, relating to any matter covered by this Agreement.

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

**11. EXAMINATION OF CONTRACTOR RECORDS:**

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

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

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

**12. AUDIT REQUIREMENTS:**

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

**B.** Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with any Subdelegates or any Vendor will contain a clause stating that



Subdelegates or Vendors, as appropriate, are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's audit will either include an audit of Subdelegates and any Vendor, unless said Vendor has been exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own independent audits. If a Subdelegate or Vendor conducts its own audit for Head Start services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

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

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

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

#### **14. INSURANCE:**

**A.** If the Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended ("Act"),

the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor's liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

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

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

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

**(3) Additional Insureds:** For Commercial General Liability and Auto Liability, the Contractor's, Subdelegate's, and Subcontractor's insurer(s) shall



name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

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

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

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

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

**(9) Additional Provisions:**

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

- (i) Defense costs in excess of policy limits;
- (ii) A severability of interests, separation of insureds or cross liability provision; and

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

(b) For claims-made coverage:

(i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

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

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

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

## **15. DEFENSE AND INDEMNIFICATION:**

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

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

negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

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

**17. ASSIGNMENT AND SUBCONTRACTING:**

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable Federal and State Laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract whichever is later. Such consent

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

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

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

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

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

Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan

on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24) hours of the date designated for completion and will state the reasons why the Contractor did not complete the Quality Improvement Plan and provide a new date of expected completion. Contractor's notice of non-completion of the Quality Improvement Plan will not be deemed to be a waiver of Contractor's obligations under the original Quality Improvement Plan. In no case will the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

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

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

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

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

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

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

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

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

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

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

## **20. OTHER GROUNDS FOR TERMINATION:**

### **A. By the City.**

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

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

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

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



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

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

## **21. PROCUREMENT:**

**A. Services and Supplies.** All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement services consistent with the "Procurement Standards" contained in 45 C.F.R. §§74.40 -74.48 or 45 C.F.R. §92.36 (whichever is applicable to the Contractor) and consistent with the requirements contained in this Section 21... "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other professional services. "Supplies" means all tangible personal property other than



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

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

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

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

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

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

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

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

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

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

**D. Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in Exhibit F. In addition, the Contractor will secure, post and maintain in its files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in Exhibit F. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City

may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

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

- A.** The Head Start Act as codified at 42 U.S.C. 9801, *et seq.*;
- B.** 45 CFR Part 1301 through 1311, including all regulations referenced therein;
- C.** All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;
- D.** 45 CFR Part 16, 74, 80, 87, and 92;
- E.** 2 CFR Part 25.110;
- F.** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;
- G.** 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;
- H.** "New Restrictions on Lobbying" as set forth in implementing

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

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

**I.** U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the Contractor will provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, the City may pursue any and all available remedies available to the City including but not limited to terminating this Agreement immediately upon written notice to Contractor.

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

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

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

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

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

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

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

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

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

**2.** The Contractor certifies that:

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

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

**3.** The Contractor also agrees and represents that:

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

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

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

**(d)** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program

including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

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

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

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

**26. CONFLICT OF INTEREST:**

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



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

**27. NOTICES:**

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

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

With a copy of any such notice to:

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

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

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



with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

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

**30. CONFIDENTIALITY:**

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

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

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

**C. Open Records.** The parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S. (2013), and that in the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same.

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

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

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

The Contractor will disclose all such Original Works to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, the Original Works will be considered a "work made for hire," and all ownership of copyright in the Original Works will vest in the City at the time the Original Works are created. In the event that this Agreement is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this Agreement will operate as an irrevocable assignment by the Contractor to the City of the copyright in the Original Works including all rights thereunder in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the program, without further consideration, and agrees to assist the City in registering from time to time enforcing all copyrights and other rights and protections relating to the

program in any and all countries. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Original Works and copies thereof and the Contractor will have no right to make any other use of this material.

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit List follows**

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

**1. Exhibit A consists of:**

**(1)** Exhibit A-1, Contractor's Application and narrative to provide Head Start Services for program year 2014-2015;

**(2)** Exhibit A-2, First Supplemental Application/Scope of Services and Budget Narrative; and

**(3)** Exhibit A-3, Second Supplemental Application/Scope of Services and Budget Narrative.

**2. Exhibit B consists of:**

**(1)** Exhibit B-1, Contractor's Budget;

**(2)** Exhibit B-2, First Supplemental Application/Scope of Services and Budget Narrative; and

**(3)** Exhibit B-3, Second Supplemental Application/Scope of Services and Budget Narrative.

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

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

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

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

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

**END**

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_


By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: MOEAI-201416449-00

Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICE

By: 

Name: Laurence M. Smith  
(please print)

Title: President and CEO  
(please print)

ATTEST: [if required]

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

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

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





## 2014-2018 Catholic Charities Denver Great Kids Head Start Application

Delegate Name:	Catholic Charities of the Archdiocese of Denver
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### I. Need for Assistance and Geographic Area

Catholic Charities, founded in 1927, is one of Colorado’s oldest and largest human service providers. Catholic Charities marked its 86<sup>th</sup> year of providing supportive, safety-net services that help to alleviate poverty and promote self-reliance. Catholic Charities has grown to become one of Colorado’s largest nonprofit social service providers. Catholic Charities has evolved over the years to meet society’s changing needs, but its purpose of working with the vulnerable and the poor to alleviate poverty and promote self-reliance has remained the same. Head Start programs are part of our Family and Children Services which also includes Adoption Services/Pregnancy Counseling, Foster Care, Early Childhood Education Programs, Adult Services, Mulroy Senior Center, Home Based Counseling and Kinship Care (a program for familial caregivers) and Lighthouse Women’s Services and Gabriel House (a program that supports pregnant women and parents of infants and young children). All of these programs work to assist people in becoming self-reliant.

As a local non-profit agency, we provide services in several Colorado counties and believe in working in the neighborhoods with the greatest need. Catholic Charities operates six Early Childhood Education facilities in Denver. Catholic Charities Early Childhood Education Programs offer several programs including Early Head Start, Head Start, and the Colorado Preschool Program.

Catholic Charities is submitting an application as a delegate agency for Denver Great Kids Head Start (DGKHS). We are proposing to provide Head Start services for 224 children and families. Catholic Charities currently provides Head Start services in six facilities within the DGKHS service area. Our centers are located in the Sun Valley, Auraria-Lincoln Park, Five Points and Westwood neighborhoods.

<b>Catholic Charities Center</b>	<b>Neighborhood Served</b>	<b>Surrounding Neighborhoods Served</b>
Child Development Center	Sun Valley	Jefferson Park, West Colfax, Barnum
Margery Reed Mayo	Five Points	Whittier, Cole, Civic Center
Mi Segunda Casa, New Site	Auraria-Lincoln Park	Sun Valley, Speer, Valverde
Garfield, Kentucky, Combination	Westwood	Athmar Park, Mar Lee, Ruby

Exhibit A-1

Option		Hill
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Due to neighborhood revitalization efforts in the South Lincoln Park neighborhood, our double session site in that area has been temporarily housed at our Child Development Center. We are working alongside Denver Housing Authority (DHA) during the rebuilding process and anticipate the new site to be open in Fall of 2014. This will be a large child care center and will plan to serve 64 children. Because of the redevelopment, there are an increased number of families living in the area who have a need for full day, full year Head Start services.

There is a documented need for early intervention services in our targeted neighborhoods. The population groups to be served are children three to five years of age and their families who meet the Head Start eligibility guidelines and live in or near our targeted neighborhoods. The needs to be addressed are summarized from the DGKHS Office of Children’s Affairs 2013 Comprehensive Community Assessment:

- The families in our targeted neighborhoods are living in poverty.
- The neighborhoods targeted by Catholic Charities have a high percentage of non-English speaking persons.
- On average, half of our families are headed by single parents.
- The families living in our targeted neighborhoods are vulnerable.
- The families living in our target neighborhoods are among the “neediest of the needy” and must be given priority in the delivery of Head Start services.

To determine priority for enrollment, a needs-based selection criteria has been established from risk factors prevalent in the community needs assessment. The selection criteria is reviewed, updated as necessary and approved annually by our Catholic Charities Policy Council.

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

*Sun Valley Neighborhood: Child Development Center*

Catholic Charities has been providing child care services in the Sun Valley neighborhood since 1995 and Head Start services since 1997. This neighborhood was chosen by Catholic Charities for Head Start services because of the extremely high number of statistics documenting the need for services for this high risk population. Sun Valley is the poorest neighborhood in Denver. In fact, “90% of 1,500 residents live in subsidized housing where the median household income is only \$8,000 a year” (Jeremy P. Meyer, Denver Post, April 20, 2013).

## Exhibit A-1

The Child Development Center (CDC) serves pregnant women, 16 infants, 24 toddlers, 32 preschoolers and includes Head Start, Early Head Start, Child Care, Colorado Preschool Program, Denver Preschool Program and services for pregnant women.

The Sun Valley neighborhood has the highest crime rate compared to Denver and the rest of the neighborhoods we serve. Children living in high crime neighborhoods that are exposed to violence have a potential to suffer lasting physical, mental and emotional harm. The demographics of this neighborhood are a testament to the immense need for Head Start services in the area.

CDC is located on the ground level of a transitional housing program, Decatur Place Apartments, operated by Mercy Housing. Approximately 40% of the families that attend CDC live in Decatur Place. CDC is conveniently located along major bus routes and the Regional Transportation District (RTD) completed the installation of a major Light Rail station just 2 blocks north of the center in 2013. Catholic Charities often provides bus tokens for families in need so they can access RTD services in order to support their children. The Sun Valley Projects, owned by DHA, are also within walking distance to CDC and Fairview, the local elementary school, is located directly across the street.

### *Five Points Neighborhood: Margery Reed Mayo Day Nursery*

Today Margery Reed Mayo Day Nursery serves 8 infants, 16 toddlers, 32 full day preschoolers, 16 part day preschoolers and includes Head Start, Early Head Start, Child Care, Colorado Preschool Program, Denver Preschool Program and services for pregnant women. Two years ago a part day morning session was added to Margery Reed Mayo due to the closure of a part day center at one of our nearby sites.

According to the Children's Corridor website this neighborhood falls into the boundaries of the Children's Corridor.

The Children's Corridor is 14 miles long and encompasses areas of North and East Denver and a corner of Aurora. There are roughly 54,000 children in the Corridor and at least 4 in 10 of the children are born to mothers living in or at high risk of falling into poverty. Approximately 80% of children living in the Corridor that attend public schools live in poverty. At least two thirds of children in the Corridor are what Piton defines as "vulnerable." They are vulnerable to health problems. They are vulnerable to academic failure. These factors make them vulnerable to a life of economic struggle. These are children born to teen mothers or mothers without a high school education or they are kids who live in households poor enough to qualify for free and reduced school lunch. In addition, single parents head 41 percent of the households with children in the Corridor. The Piton Foundation's goal is for every child in the Children's Corridor to have a medical home, be kindergarten ready and graduate from high school. Catholic Charities is committed to working in these neighborhoods to be part of the collective effort to drive positive change for the children and families.

The Five Points and surrounding neighborhoods produce alarming statistics indicating the continued need for child care and especially Head Start services. Margery Reed Mayo is conveniently located near bus routes and the Light Rail. Many parents work or go to school in the downtown area and find Margery Reed a quick, easy commute.

### *Auraria-Lincoln Park Neighborhood: Mi Segunda Casa & New Site*

## Exhibit A-1

Catholic Charities began providing services in the Auraria-Lincoln Park neighborhood in 1997 when the City of Denver became a grantee for Head Start. Mi Segunda Casa Head Start is located in the First Mennonite Church and benefits from a collaborative arrangement with the landlord and a long standing history in the neighborhood.

Mi Segunda Casa offers a morning and afternoon class option for nine months including Head Start, Colorado Preschool Program and the Denver Preschool Program.

Our Little Munchkins Head Start site was previously located in the South Lincoln Projects and is temporarily housed at our Child Development Center due to a neighborhood revitalization project. DHA is currently building a brand new child care center at their expense which Catholic Charities will operate and we will continue to collaborate and provide Head Start services to at risk families in this center.

The new site is located on the corner of the ground floor of a mixed income residential building. The neighborhood redevelopment includes a variety of businesses, updates to a large city park and a residence for the elderly and persons with disabilities. The site will serve 64 children in full day full year slots and includes Head Start, Early Head Start, Child Care, Colorado Preschool Program, Denver Preschool Program and services for pregnant women.

The majority of families live within walking distance of CC sites in the Auraria-Lincoln Park neighborhood. Both sites are convenient to bus routes and the Light Rail stops just blocks away from Little Munchkins. This stop is one stop away from the Auraria Campus making it very easy for parents who are attending classes. Again, due to the redevelopment, there are an increased number of families living in the area with a need for full day full year Head Start services.

Both the Denver Housing Authority and the First Mennonite Church have demonstrated a continued commitment to support the provision of Head Start services in the neighborhood.

### *Westwood Neighborhood: Garfield Head Start, Kentucky Head Start & Combination Option*

In 1998 Catholic Charities took over the operation of Kentucky Head Start and Garfield Head Start at the request of DGKHS. Currently, the need is still great and Catholic Charities is proposing to continue providing Head Start services in the Westwood neighborhood. The following chart indicates the vulnerability of the families in Westwood. DHA renovated both sites in Summer of 2012, further strengthening our partnership and showing their commitment to our presence in the neighborhood.

As of December 2013 we have expanded our Combination Option by 12 slots, many of which will be drawn from this neighborhood. Within 30 days, 11 families were enrolled in this new option which substantiates the need for services in the area. Our Combination Option continues to be a successful method of providing school readiness for at risk children.

<b>Risk Factors</b>	<b>Sun Valley</b>	<b>Five Points</b>	<b>Auraria-Lincoln Park</b>	<b>Westwood</b>	<b>Denver</b>
Poverty rate	71.5	31.5	37.73	24.05	14.29
% Children receiving free and reduced lunch	93.41	82.75	90.91	95.09	73.04

Exhibit A-1

Crime rate per 1,000 persons	182.32	125.02	185.38	55.15	60.19
Burglary crime rate per 1,000 persons	42.19	16.79	29.95	33.07	15.84
Violent crime rate per 1,000 persons	20.03	12.82	14.07	5.62	5.21
% Children living with a single parent	71.7	44.67	52.09	26.93	28.01
% Births to teen mothers	17.65	8.39	14.43	19.01	9.09
% Births to unwed mothers	54.9	33.57	35.05	31.68	25.32
% Births to women with less than a 12 grade education	41.79	24.58	25.23	5.53	24.08
Confirmed abuse and neglect rate	18.04	13.98	26.16	5.4	7.48

<b>Demographics</b>	<b>Sun Valley</b>	<b>Five Points</b>	<b>Auraria-Lincoln Park</b>	<b>Westwood</b>	<b>Denver</b>
Population	1,448	12,710	6,824	15,486	600,158
% Population Non-Latino White	7.67	56.95	45.03	11.39	52.15
% Population Latino	53.87	22.53	37.65	80.67	31.82
% Population African American	25.97	15.23	10.55	1.65	9.73
% Population under 6	26.86	5.4	7.75	13.53	8.59
Average household income	\$12,434	\$35,519.00	\$38,480.00	\$37,961.00	\$55,129.00
Licensed child care slots	202	906	706	397	23,886
% Households living at current address for less than 1 year	32.24	30.94	39.95	23.53	28.68

**Additional Demographic Information:**

## Exhibit A-1

The following information from the 2013 Community Assessment demonstrates the need for assistance including the nature, scope and center locations for our targeted neighborhoods above.

- Poverty is considered a major factor that places a child or family at-risk. When one factor is present, there is a compounding effect and the likelihood for failure increases significantly. In our neighborhoods we see the statistics that put many other factors into play: births to women with less than a 12<sup>th</sup> grade education, births to unwed mothers, high percentage of children living with a single parent, families that do not speak English, abuse and neglect rates, out-of-home placements, dangerous neighborhoods demonstrated by high crime rates, and high rates of unemployment.
- Low educational attainment of parents associated with a number of risk factors that impact child well-being including a higher risk of poverty.
- Children living at or near poverty are at greater risk for physical, emotional and cognitive health issues with long-term implications for educational achievement, health and social development.
- The poverty rate in each of our neighborhoods exceeds that of the rate of the city of Denver as a whole. Children living in areas of concentrated poverty are more likely to experience stress, have unmet basic needs, lower test scores and are more likely to drop out of school.
- Ensuring quality early child care and Head Start programs are accessible for children and families in our service area is crucial in supporting a positive life-long impact on healthy behaviors, growth and development.
- 28% of children under 5 years old are living in poverty in the DGKHS area.
- 32% of our families have less than a 12<sup>th</sup> grade education compared to the 14.2% in Denver.
- We have seen an increase in children enrolled in our programs that fall in the overweight or obese categories on the BMI scale. 25% of the Head Start children enrolled in our program in 2012-2013 were considered to be at an unhealthy weight.
- In Denver, 13% of children who qualify for public health insurance programs are not enrolled. By the end of the 2012-2013 program year, 99.6% of our Head Start children had health insurance and a medical home.
- According to our 2012-2013 Program Information Report, 18% of the Head Start children we served had an Individualized Education Program (IEP).

### **Child Development Programs serving Head Start children available in Denver:**

Volunteers of America  
Larimer Street Denver, 80205



## Exhibit A-1

Clayton Early Learning  
3801 Martin Luther King Boulevard Denver, 80205

Denver Public Schools Early Education  
900 Grant Street Denver, 80203

Mile High Montessori Early Learning Center  
1780 Marion Street Denver, 80218

Family Star Montessori  
2246 Federal Boulevard Denver, 80211

### **Resources available in the community:**

- Catholic Charities Extended Services—Family Preservation, Emergency Assistance, Family Counseling Center, Adoption and Foster Care, Kinship Care, Samaritan House (homeless shelter), Father Ed Judy House (homeless shelter for women and children), Immigration, Housing and Adult Services
- Rocky Mountain Human Services—Part C Provider- offers evaluation and direct case management for children with special needs age 0-3
- Denver Department of Human Services— Provides a variety of services including: Early Intervention, Child Care Assistance Program, Temporary Assistance to Needy Families, and Child Support Enforcement
- Mercy Housing, Decatur Place Apartments—Transitional housing program
- Denver Housing Authority— Offers housing options for families in need
- Bright Beginnings—Provides child development materials and home visiting services
- PEAK Parent Center— Offers staff training and supportive services to families who have children with special needs
- Sacred Heart House – Homeless shelter for women and children
- Centro San Juan Diego – Services to Hispanic families such as ESL, GED, computer classes, legal clinic, counseling and citizen preparation
- Denver Children’s Advocacy Center- Abuse prevention education and treatment
- Mi Casa Resource Center – Career and business training, legal night, and GED
- Denver Inner City Health – Health/dental provider for adults with no insurance
- DPS Office of Multicultural Outreach – Maestro en Casa ESL course
- Metro CareRing – Food bank
- Colorado Legal Services – Legal assistance
- Denver Public Library – Family literacy
- Denver Inner City Parish – Food bank
- Denver Health and Hospitals
- Financial Empowerment Centers – part of a national effort to improve the financial stability of households by integrating high-quality, one-on-one financial education and counseling into existing public and nonprofit programs to achieve multiple outcomes for clients
- Upstream Impact – designed to help families escape poverty and pursue their dreams

### **II. Program Approach and Expected Benefits or Results:**

Exhibit A-1

**Goals Objectives, Strategies and Measures**

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

There is a need for prepared children.

- The goal is that all children will receive high quality education that ensures they are ready to succeed in school.

2. There is a need for community health and treatment.

- The goal is that all children will receive high quality health, mental health, and nutrition services that ensure they are healthy and ready to succeed in school.

3. There is a need for family centered services.

- The goal is that parents work to improve their own skills and they are engaged as their children’s first teacher to ensure children are ready to succeed in school.

4. There is a need for disability services for children.

- The goal is that children with disabilities will experience high quality and inclusive learning environments to ensure they are ready to succeed in school.

5. There is a need for fiscal integration.

- The goal is that operations and financial administration are efficient and effective, ensuring that resources support the preparation Head Start children for school.

**Goal Number One:**

GOAL	OBJECTIVES	STRATEGIES	MEASURES
<p>All Denver Great Kids Head Start children will receive <b>high quality education</b> that ensures they are ready to succeed in school.</p>	<p>All DGKHS students will meet or exceed widely held expectations</p> <ul style="list-style-type: none"> <li>○ This includes the goals of the School Readiness Plan that includes outcomes for social/emotional development, approaches to learning, physical development and health, language and literacy attainment and cognitive and general knowledge skills.</li> </ul>	<p>Use TS Gold data to guide program design and continuous improvement</p> <p>Implementation of the School Readiness Leadership Committee to evaluate program performance and ongoing improvements.</p> <p>On-going targeted</p>	<p>TS Gold Reports: All Domains</p> <p>Sign In sheets and meeting notes.</p>

Exhibit A-1

GOAL	OBJECTIVES	STRATEGIES	MEASURES
		<p>training for teaching staff and family service workers to increase school readiness skills and child outcomes.</p>	<p>Sign In Sheets, Evaluations</p>
	<p>70 % of teachers at each agency have a BA or higher: 100% of teachers' assistants meet credentialing</p>	<p>Conduct wage analysis for Early Childhood Education staff positions and review job descriptions to maintain competitive salaries, increase retention, and improve recruitment.</p> <p>Provide opportunities both in-house and through local community colleges and universities for ECE staff to obtain their CDA , AA or BA degrees.</p>	<p>Teachers and assistant teacher credentials</p> <p>Sign-In/Notes from Pay Scale Qualification Meeting</p> <p>Tracking form for Coursework payments.</p> <p>Professional Development Binder</p>

Exhibit A-1

GOAL	OBJECTIVES	STRATEGIES	MEASURES
	Effective transitions to Kindergarten	Implementation of the School Readiness Leadership Committee	Children with IEP's will have a Pre and post parent survey  % IEP Transition Packets  Catholic Charities Transition Plan

**Benefits or Results Expected**

Catholic Charities utilizes a variety of strategies to promote school readiness for the children in our programs. We know that a strong research-based curriculum and assessment system that encompasses all areas of development including social emotional development and language and literacy prepares children for success in school. Having qualified staff has been found by the National Child Care Staffing Study to show teachers are “more sensitive, less harsh and detached, and more appropriate....than were teachers with less formal education.” Furthermore, children with sensitive and responsive teachers scored higher on language measures and exhibited a higher level of peer play than other children. At Catholic Charities we believe that transition plans are an integral part of our program. Evidence shows that the relation between transition practices and achievement is moderated by Social Economic Status. As hypothesized, the effect of transition practices on academic achievement was stronger for children from average- or low-income families than for children from more affluent backgrounds. High-income children were more likely to demonstrate high academic achievement in kindergarten regardless of the transition practices offered at their school. In contrast, the predicted achievement scores of average- and low-income children receiving transition practices were substantially higher than they would have been had they attended schools that did not offer such practices.

Amy B. Schulting, Patrick S. Malone, and Kenneth A. Dodge. 2005. The Effect of School-Based Kindergarten Transition Policies and Practices on Child Academic Outcomes. *Developmental Psychology* 41(6):80–71

**Goal Number Two:**

Exhibit A-1

GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>All Head Start children will receive <b>high-quality health, mental health, and nutrition services</b> that ensure they are healthy and ready to succeed in school.</p>	<p>Families will know the health status of their children</p>	<p>Participation in Culture of Wellness</p> <p>Participation in the Integrated Nutrition Education Program</p> <p>Catholic Charities will provide information and resources to all families with children who are low/high BMI</p> <p>Implementation of the I Am Moving I Am Learning Curriculum</p> <p>Implementation of the ECE Cares program</p> <p>Implementation of the Second Step program.</p> <p>Implementation of the Pyramid Plus Framework.</p>	<p>Overweight and Obesity rates</p> <p>Percent of children enrolled in health insurance and have a medical home</p> <p>Percent of children who have received health screening</p> <p>Immunization Rates</p> <p>Percent of children who receive appropriate follow up care</p> <p>COWP reports</p> <p>Family correspondence/contact notes</p> <p>Education Quarterly Checklists</p>

Exhibit A-1

			Sign In sheets, Evaluations
	Families are connected with services and providers.	During the enrollment process, and through ongoing work with families, Catholic Charities Family Service Workers(FSW's) determine the families' needs around health, mental health, and nutrition and assist the families in locating resources to meet their needs.	Family correspondence/Contact Notes  Enrollment forms:  Strengths and Needs Assessment  Health History  Nutrition Assessment   Data Base documentation
	All children will have a medical home.	During the enrollment process, Catholic Charities Family Service Workers (FSW's) determine whether families have a medical home. If not, then health/Family Service staff provide assistance in finding a medical home.	Number of children with medical home /Data Base
Children identified with needs for special health, mental health or nutrition services will receive assessments and connection to services.	Catholic Charities collaborates with the contracted Denver health Nurse to monitor the assessment process for all Head Start Children to ensure timely referrals and diagnosis.	Health Report  Tracking Sheet	



Exhibit A-1

	Children and parents will have the skills and knowledge to increase physical activity and practice healthy nutritional habits.	implementation of the I Am Moving I Am Learning Curriculum  Implementation of the ECE Cares, Second Step, and Pyramid Plus Programs.	Percent of children who receive appropriate follow-up care  COWP reports
	All Children Staff and Families have access to mental health information and support.	Implementation of the ECE Cares , Second Step, and Pyramid Plus Programs.  Schedule opportunities for parents to connect with mental health and disabilities support personnel	Sign In Sheets /Evaluations  Developmental Planning Notes  Parent Acknowledgement Forms  Newsletters

**Benefits or Results Expected**

Through Catholic Charities efforts around increasing the Health, Mental Health and Nutrition services ,families, parents and caregivers will gain knowledge about good nutrition and active lifestyles, that will promote a healthier lifestyle for their children. Research has made it increasingly clear that children’s school and later life success depends not only on children’s cognitive skills, but also on their physical and mental health, emotional well-being, and ability to relate to others.

(Cavanaugh, Lippitt & Moyo 2000; Huffman, Mehlinger & Kerivan 2000; National Research Council and Institute of Medicine 2000; Peth-Pierce 2000; Raver 2002).

**Goal Number Three:**

GOALS	OBJECTIVES	STRATEGIES	MEASURES
All Denver Great Kids Head Start <b>parents work to improve their own skills and are engaged as their children’s first teacher to</b>	Families will meet the goals in their family partnership agreements	Catholic Charities Family Service workers work with families to create a Family Partnership Agreement (FPA)within 45 days . Through on-going	% of families who have completed plan goals including but not limited to:  GED completion  ESL participation

Exhibit A-1

<p>ensure children are ready to succeed in school.</p>		<p>communication and support, assist families in moving toward their goals.</p>	<p>employment  Measurement of % of families who have made progress towards goal completion.</p>
	<p>Children will have effective transitions to Kindergarten</p>	<p>Implementation of the School Readiness Leadership Committee  The ECE Director for Mental Health Disabilities and Mental Health will meet with families of children who are placed on an IEP to review the document, identify the child's current developmental level, next steps, and strategies.</p>	<p>Teaching Strategies Gold data</p>
	<p>Families will consistently engage in Head Start.</p>	<p>Parents and Children Together Time (PACTT) take-home backpack program  The ECE director for Mental Health Disabilities will meet with families of children who are placed on an IEP to review the document, identify the child's</p>	<p>In-Kind Forms Program Outreach to parents: Newsletters Invites Flyers Parent Participation</p>

Exhibit A-1

		<p>current developmental level, next steps, and strategies.</p> <p>Catholic Charities will continue to recruit parents to participate in committees and stay involved in the program in meaningful ways including the school readiness committee, policy council, and transition events.</p> <p>Provide HS parents with educational and leadership development opportunities</p>	<p>documentation:</p> <p>In-Kind forms</p> <p>Evaluations</p> <p>Surveys</p> <p>Sign In Sheets</p>
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**Benefits or Results Expected**

Research suggests that meaningful engagement of families in their children’s early learning supports school readiness and later academic success (Henrich & Gadaire 2008; Weiss, Caspe & Lopez 2006).. By increasing families skills and resources and providing opportunities for families to be involved in meaningful ways, we increase parent involvement and assist parents and caregivers in preparing their children for later school success.

**Goal Number Four:**

GOALS	OBJECTIVES	STRATEGIES	MEASURES
All Denver Great Kids Head Start children with disabilities will experience <b>high quality and inclusive</b>	Children with IEPs will improve school readiness.	Provide guidance and leadership on inclusive learning environments	TS Gold Growth report  Timeline for

Exhibit A-1

<p><b>learning environments</b> to ensure they are ready to succeed in school</p>		<p>ECE Director for Disabilities and Mental Health will meet with teachers of children on IEP's to review the child's current levels, next steps and strategies to support growth and development.</p> <p>Continue to collaborate with Denver Public Schools, Sewall and Child Find to provide information to parents for continued support and eligibility.</p>	<p>evaluations</p> <p>IEPs transitioned to Kindergarten</p> <p>Retention rate for children with IEPs</p> <p>Development Planning Meeting Notes</p>
	<p>Children will receive timely evaluation and effective IEPs as appropriate</p>	<p>In Coordination with Denver Health and the Health Nurse, Catholic Charities staff refers and tracks children through the evaluation process to ensure a timely and complete process for each child.</p> <p>Catholic Charities Staff meets monthly with the Nurse to discuss the screening</p>	<p>Tracking Sheet</p> <p>Vision/Hearing/IEP Health Report</p>

Exhibit A-1

		and referral process for children in the program.	Meeting notes/sign-in sheet.
	Children will have effective transitions to Kindergarten	<p>Transition meetings are held with the Special Education Teams at the elementary schools for children with IEP's to ensure a smooth transition from Head Start into the DPS classroom.</p> <p>Catholic Charities Staff creates a Transition Folder for families with children on IEP's.</p> <p>Catholic Charities staff creates a Meet My Child Sheet for families to present at the school for children with IEP's.</p>	<p>Parent Acknowledgement of Transition folder</p> <p>Sign-in Sheets</p> <p>Transition survey for children with IEP's.</p>

**Benefits or Results Expected**

Catholic Charities works to ensure that children are screened and assessed to address special needs early and to provide appropriate intervention at the earliest time to maximize outcomes and school readiness for children with identified special needs. Early Identification and intervention according to a Rand Corporation analysis of Proven Benefits of Early Childhood Interventions; early childhood intervention programs have been shown to yield benefits in academic achievement, behavior, educational progression, and attainment, among other domains.

This research brief describes work for RAND Labor and Population documented in *Early Childhood Interventions: Proven Results, Future Promise* by Lynn A. Karoly, M. Rebecca Kilburn, and Jill S. Cannon (2005) © Rand Corporation. 200 pp,

Exhibit A-1

**Goal Number Five:**

GOALS	OBJECTIVES	STRATEGIES	MEASURES
<p>Denver Great Kids Head Start <b>operations and financial administration are efficient and effective</b>, ensuring that resources support preparing Head Start children for school</p>	<p>Financial management is transparent</p> <p>Streamlined financial and operational systems</p> <p>Services purchased/negotiated are align with school readiness data (TS Gold results) and need as reflected in the community assessment</p> <p>Meetings with delegate agencies are effective and productive</p> <p>Communication is clear and timely</p>	<p>Access established</p> <p>Leverage economies of scale to provide effective resources for the program.</p> <p>Create data analysis (Teaching Strategies Gold, Community Assessment) that guides programmatic design and financial investments</p> <p>policy advocacy for school readiness and early childhood education</p> <p>Catholic Charities will work with our IT contractors to utilize updated technology to maximize efficiency.</p>	<p>Audit findings</p> <p>Financial projections</p> <p>Percent of administrative costs (not to exceed 15 percent)</p> <p>Delegate surveys and feedback</p>

**Benefits or Results Expected**

Maximizing resources and remaining current with technology will assist Catholic Charities Head Start in meeting goals and objectives and increase the efficiency and effectiveness of our staff.

**Program Approach:**

The Catholic Charities Head Start program’s mission is to promote family and child development through a partnership, involving staff, families, children, and the community. The vision is to provide quality child care and early childhood education programs by using developmentally



## Exhibit A-1

appropriate practices in a safe and nurturing environment. Honoring and supporting children and their families will help them reach their highest potential. Catholic Charities is committed to children's futures and strives to provide quality care and education. Goals are achieved by adhering strictly to licensing standards and the Head Start Performance Standards. Catholic Charities continues to improve services by participating with Qualistar.

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

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

Catholic Charities' staff compiles a portfolio assessment for each child and completes the on-line Teaching Strategies Gold Assessment three times a year to promote and support children's learning and developmental progress. Information is shared with families and their input is solicited at two home visits and two family conferences per year. The child data that is generated from the Teaching Strategies Gold assessments is analyzed and reports are generated. These reports are shared with the Policy Council, the Catholic Charities Board of Director's, and staff. Child information is gathered from many different sources including but not limited to, Teaching Strategies Gold assessment, observations, Home Visits, Family Conferences, and child portfolios. This information is then compiled and used to individualize for each child. The teachers use the information to form their classroom lesson plans and to develop individual goals for children. The aggregated outcomes data drive program planning and training.

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

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

Assessment results show how each age group scored across 7 domain areas in terms of meeting and/or exceeding widely held expectations. These are the domain areas that scored the highest in terms of number of children who meet and or exceed expectations. The Fall 2013 data shows 3year olds were high in Physical-Fine Motor, Physical-Gross Motor and Social Emotional. 4year olds were high in Physical-Fine Motor, Physical-Gross Motor and Language.

Assessment results also show the domain areas that scored the lowest in terms of number of children who meet and or exceed expectation across the 7 domain areas in terms of meeting and/or exceeding widely held expectations. The Fall 2013 data shows: 3year olds and 4year olds were low in Mathematics.

Gender for 4 year olds showed a very similar pattern. The following information was gathered in regards to the Spanish Language and Literacy Domains for Fall 2013. 3 year olds for Spanish Language were at 52% meet and or exceed Widely Held Expectations and Spanish Literacy was at 40% meet and or exceed Widely Held Expectations. 4 year olds for Spanish Language was at 54% meet and or exceed Widely Held Expectations and Spanish Literacy was at 54% meet and or exceed Widely Held Expectations. In terms of English Language Acquisition-Demonstrates progress in listening to and understanding English 3year olds showed 63% are Progressing or higher, 37% are Increasing or higher and 16% are Advancing. 4year olds showed 73% are progressing or higher, 46% are Increasing or higher and 19% are Advancing. For Demonstrates progress in speaking in English 3year olds showed 54% are Progressing or higher, 30% are Increasing or higher and 13% are Advancing. 4year olds showed 62% are progressing or higher, 38% are Increasing or higher and 14% are Advancing.

Catholic Charities approaches school readiness goals as a continuum for children ages birth to 5. The School Readiness goals align with the Head Start Child Development and Early Learning Framework, State early learning guidelines and the requirements and expectations from local schools. From the data collected and analyzed we believe the results of such high growth in social emotional development are due to the dedication and commitment Catholic Charities has placed on this area of development. Catholic Charities will continue to place a strong emphasis on Social Emotional Development. Pyramid Plus training and support continues to be a large component of our program and will be continued work throughout the year. Much of Pre - service and the trainings offered in this program year will be based on the findings. For example there were presentations on CACFP and our new Nutrition policy, HS Class, Qualistar and Best Practice, Physical development, Culture of Wellness-INEP and IMIL addressing nutrition and physical development, Teaching Strategies Gold, iPad use, curriculum understanding, using positive behavior alternatives to support Social Emotional development, Health Services Health practices, the Referral Process, Dual Language Learners, School Readiness and Family Engagement outcomes and committee information and reporting, in-kind process, etc. Many of

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the staff are also currently taking college courses. Recently the CLASS was conducted on 3 of our Head Start Sites. All three Sites scored in the high range for 2 out of 3 of the domains. All three scored low to mid in the 3<sup>rd</sup> domain-Instructional Support. Due to this at the next all staff training in February there will be a workshop describing the CLASS tool, an overview and then a more in-depth discussion regarding the Instructional Domain. We will continue to monitor our CLASS scores and provide training and supports to assist staff in implementing the strategies and activities to continue to improve.

Supervisors will continue to assist teaching staff with running reports and understanding and utilizing the Class Profile report from Teaching Strategies Gold. They will Ensure that staff understands how to utilize the data to individualize for their classrooms and for individual children. The Agency is also working towards Inter rater Reliability for all staff and will continue to provide training in the areas of Creative Curriculum Gold assessment on-line system, curriculum development, family engagement, social emotional, physical development, instructional support and CLASS, math and literacy. Math and Literacy continue to be low-scoring areas for all age groups. At pre service all EHS and HS Teachers were provided with iPads and training on using the Teaching Strategies app. The expectation is that this will enhance the quality of services provided to children and families. The School Readiness Leadership Committee is working to enhance the Family Engagement Component and to expand our Transition procedures for children, families and community.

The School Readiness Committee continues to meet as a multi-disciplinary team. The participants completed the Family Engagement Self-Assessment and created the current action plan. The focus will be on Transitions into/between and out of the program for children, families, and the community. School Readiness Goals with input from birth to 5 have been established, aligned, and implemented. More family involvement to include understanding and input needs to be a focus. The Transition Binder is being updated and expanded to include transitions into/between and out of the program focusing on the child, family and community. There needs to be more work with the ECE Director of Family and Health Services and the School Readiness Leadership team to create steps toward more family involvement. There also needs to be an expansion of the School Readiness plan so all staff can see what role they play in school readiness.

A committee to focus on Dual Language Learners (DLL) has been established. The participants have begun meeting and have decided to begin by creating belief statements for families, children, teachers, and community. After these are finalized they will be incorporated into the Family Handbook, and then guidance and strategies for the family, classroom, and community will be developed. Goals of the committee are to recruit a parent to be on the committee and incorporate the belief statements into the Family Handbook. The committee will also continue to meet and collect research to help guide us in writing the strategies.

The Head Start program is committed to providing the highest quality Early Childhood program possible. Catholic Charities Head Start will continue to support the staff enabling them to obtain further higher education; to provide trainings that will enhance the skills of the staff, thus increasing the quality of the programming; and continue to maintain and increase parental involvement.

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

Within 45 days of enrollment every child will receive a health screening including vision, hearing, body mass index, and dental screening. Within 90 days of enrollment, every child will receive a dental examination and preventive care. Results for both health and dental screenings will be given to parents along with any necessary referrals and recommendations. Parents will also be given assistance as needed/requested in making appointments for medical or dental needs. The need for nutrition counseling is determined by the nutrition assessment and body mass index measurements. The health assistant and health support staff will follow up on all referrals.

To identify any new or recurring medical, dental, or developmental concerns, the staff does a quick health check daily on every child when the child enters the classroom and communicates with parents on a daily basis. Teammates including the nurse, ECE Director for Disabilities and Mental Health, or education component staff are contacted with concerns and the appropriate action is taken. If a health or developmental problem is suspected, parents are informed immediately. Staff are trained in first aid, universal precautions, CPR, and inclusion/exclusion policies.

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

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

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

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**Disabilities and Mental Health:** Catholic Charities maintains enrollment of more than 10% of children with disabilities and **serves many children with significant social-emotional challenges.** A focus for this grant cycle will be to work with community agencies and the Grantee to effectively advocate for children with disabilities and their families. The Pyramid approach from the Center on the Social Emotional Foundations for Early Learning and the accompanying classroom strategies Tool Kit continue to be integrated into classrooms through collaborative planning meetings, universal classroom supports and Positive Behavior Support planning meetings with families, Head Start staff and mental health and disability specialists. Staff will participate in the Pyramid Plus training from the Colorado Center for Social Emotional Competence and Inclusion that expands the original model to include training on Intentional Teaching and Embedded learning Opportunities to support individualization and evidence-based inclusion practices. The staff will meet monthly with the mental health and disability specialists and the Catholic Charities Disability and Mental Health Coordinator to receive input for planning and answer questions regarding specific children or strategies to support effective classrooms. Catholic Charities staff and families benefit from the collaborative partnership with Denver Health Mental Health Team through the implementation of effective ,evidence based social emotional supports for use in classroom and the home.

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

Many group and individual opportunities are provided for parents to interact with staff on a regular basis. Aside from regularly scheduled parent meetings, celebrations and group activities are planned; parents are invited to work on committees, join staff in curriculum planning, participate during in-house field trips, and attend workshops and conferences with staff. For example some family members have attended Parents Encouraging (PEP) conferences. Parents are also encouraged and supported to become involved in community advocacy, not only through Policy Committee but also through their participation in local community groups such as EL Gruppo Vida. Presentations are provided on a great variety of topics including, health, dental, mental health, nutrition, child development, parenting, child and adult literacy, community resources, child abuse and neglect, substance abuse, employment training, children with disabilities, and transition to kindergarten. Staff assists parents in locating resources in the community for emergency and non-emergency needs, opportunities to continue education or training, and opportunities for employment services. Catholic Charities Head Start stresses the importance of following up with family goals and referrals to ensure families' needs are truly being met.

**Program Design and Management:** Catholic Charities has established a Policy Council/Committee and a governing body that share responsibility for overseeing the delivery of

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high-quality services to our children and families. The governing body was established in 1927 and the Policy Council/Committee was created in 1997 when Catholic Charities became a delegate for the Denver's Great Kids Head Start. The Committee was reorganized in 1999 to reflect the addition of the Early Head Start program. A representative of the governing body sits on the Policy Council and two Policy Council representatives attend the Policy Council meetings at the Denver's Great Kids Head Start. On December 4, 2002, the Catholic Charities Board of Directors passed a resolution establishing the Policy Council as a subsidiary advisory committee of the Board of Directors. The purpose of this is to ensure an effective working partnership among the policy group, the governing body, and the key management staff of Catholic Charities. To further ensure communication and monitoring, in 2011 the Board of Directors formed a sub-committee, the Early Childhood Education Committee, and charged them with the oversight of the our Head Start and Early Head Start programs. . The Head Start program is part of the Office of Children and Families within the Catholic Charities structure. Meetings are held four times yearly and all Head Start requirements that fall under the roles and responsibilities of the governing body are carried out within this committee.

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

Enrollment continues to be a challenge for our program due in part to a large increase in the number of early childhood programs that have been added into Denver Public Schools located in our service area. We have increased our advertising and canvassing, and will continue to work with DGKHS and others to collaboratively recruit and increase family and community awareness about Head start and the comprehensive, high quality services we provide. We have also been evaluating our program options, areas of high need and the needs of our families to provide appropriate services. One example of this was our decision to expand our HS Combination Option and our anticipated new facility in the Auraria-Lincoln Park area. In addition to assisting us in meeting full funded enrollment, our goal is to increase services with the homeless population that is served through our agency. A collaborative partnership has been established with the Samaritan House homeless shelter, and we will continue to work together to create a strong partnership to better meet the unique needs of this vulnerable population. We are very excited about the prospect of playing a larger role in supporting the homeless families in our community.



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

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

In April of 2007 and again in July of 2011 Catholic Charities was reviewed by the Council and awarded a Certificate of Accreditation. The plaque states that **“Catholic Charities and Community Services of the Archdiocese of Denver, Inc. is Accredited ...Meeting the Highest National Standards of Professional Performance.”** (Accreditation is effective until 8/2015)

**Progress towards previous goals and objectives:**

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

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

Objective	Progress /Accomplishments
To provide resources and support to parents who want to learn to speak English.	Numerous parents have chosen to have “Read to my child at least twice a week” as their FPA goal, in order to strengthen the English/Literacy skills in the family.  Teachers had parents routinely schedule themselves to read to the classroom, in an effort to help children, as well as strengthen parents’ literacy skills.  FSW’s gathered and distributed donated books to parents in order to increase the number of books in each family’s household.

Exhibit A-1

	<p>Families were able to access ESL classes both in class settings and through “Maestro en Casa” ESL Class on the radio.</p> <p>Distributed information about ESL classes in the Garfield neighborhood, for example at St. Anthony’s Church and at the Bridge Program at Westwood Housing and the Learning Source in Lakewood.</p>
<p>To provide resources for parents who are looking for employment.</p>	<p>Family Service Workers frequently assist parents in looking for job opportunities over the Internet. They assist parents in applying online for jobs, including interpreting some of the business language the parents may not understand, so that they can “think through” and answer questions appropriately.</p> <p>FSW’s assisted parents in preparing resumes and practicing for interviews.</p> <p>FSW’s take various job advertisements displayed by the Agency and distribute them to parents.</p> <p>Parents are made aware of various Job Fairs in the community, and the Denver area.</p>
<p>To assist parents in their role as their child’s primary teacher.</p>	<p>At Enrollment/Orientation FSW’s talk to parents about the fact that we believe that parents are their child(ren’s) first teacher, but that we prefer to partner with the parents in an effort to enrich their children’s educational experience.</p> <p>With each Lesson Plan, parents are given ways/ideas for working with the child at home in an effort to strengthen the child’s understanding of what is being taught at school.</p> <p>Teachers provided resources for parents on topics of concern such as toilet training and sleeping.</p> <p>Parent Meetings were held providing training on various topics of interest for parents such as “Maximizing Your Child’s Strengths”.</p> <p>Provided a 6 week course in “Positive Solutions” classes in English and Spanish.</p> <p>Provided access for 2 Parents to attend the National Down Syndrome Conference with 3 staff members.</p> <p>Provided access for 3 Parents to attend the Parents Encouraging</p>

Exhibit A-1

	<p>Parents conference along with 3 staff members.</p> <p>Catholic Charities Head Start offered a variety of ways for families to volunteer and be involved in the program. Including an open invitation for lesson planning weekly with the teachers, special events such as PJ day or Hat Day, eating with the children and policy council. . We have an open door policy for families to spend time in the classroom</p>
<p>To provide support for the most vulnerable families: homeless, foster care, and kinship families.</p>	<p>Catholic Charities Head Start collaborates with the Catholic Charities Foster Care Program, Kinship program, Samaritan House and Father Judy House to provide education, evaluations, and disability and mental health support for families and children who are in these most vulnerable situations.</p> <p>Some Examples of support for these families included: provided various supports to vulnerable family due to extremely dire physical health concerns, such as free taxi service to get child to school, also getting benefits re-instated when everything, including food stamps was terminated.</p> <p>Assisted mom and her kids with domestic violence placement at a shelter.</p> <p>Assisted a homeless single mother with 3 children to enter the program at Father Ed Judy House.</p> <p>Provided resources to grandmothers' who are raising their grandchildren in our Head Start Programs.</p>

**Goal 2: Community Health and Treatment-To promote physical and mental health and wellness for families, staff, and communities.**

Objective	Progress /Accomplishments
<p>To increase our awareness of national and local nutrition practices concerning the efforts to reduce childhood obesity.</p>	<p>Culture of Wellness trainings were provided for staff to increase their knowledge about Nutrition and Healthy Life Styles so they could more effectively share information with families.</p> <p>Offered an 8 week Nutrition Class for parents offered by Colorado State University.</p> <p>Provided balanced and nutritious food to our children through collaboration with Samaritan House who provides food service for our programs.</p> <p>Throughout fiscal year 2012/2013, parent meetings and cooking classes were a popular and informative way for families to become</p>

Exhibit A-1

	<p>engaged with the Head Start program. Analysis shows that over the course of the year families provided approximately 1,151 hours of their time in the parent meetings and cooking classes. Feedback from the evaluations were highly positive and indicate high levels of satisfaction and engagement.</p> <p>Provided a free Zumba Classes.</p> <p>Our classrooms participated in the INEP program. Through this program we provided weekly nutritious food activities for classrooms to implement in the classroom and the recipes and lessons are sent home to families to try at home. In addition, tasting experiences were implemented in the classrooms to encourage children to try new foods.</p> <p>We provide other nutrition conscious food activities (outside of INEP program) that are led by leaders weekly.</p>
<p>To enhance children’s self-esteem and mental wellness.</p>	<p>Families in need of mental health support were attended to both sensitively and appropriately.</p> <p>IEP’s and IFSP’s are taken very seriously and are handled as efficiently as possible. FSW’s worked collaboratively with the parents and a multidisciplinary team to schedule meeting dates, and referrals for observation. They assisted families to overcome various family obstacles to successfully complete the IEP process.</p> <p>Provided referrals to the Denver Health Mental Health Specialist.</p> <p>Utilized the Pyramid Plus Framework and the Classroom Toolkit to give children the opportunity to help out in the classroom, giving praise, modeling behaviors, picture display, reading books, and teaching kids to use their words in order to get their needs met. Ongoing Pyramid Plus Training and support is being provided by Denver Health and our ECE Director for Disabilities and Mental Health.</p>

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

Objective	Progress / Accomplishments
To prepare children	Mental Health Professionals and Disabilities Professionals visited

Exhibit A-1

<p>to succeed in school and in the community by promoting their social/emotional development.</p>	<p>the classrooms during the year and worked with students on an ongoing basis to promote social/emotional stability.</p> <p>Mental Health Professionals and Disabilities Professionals provided a variety of trainings for staff at Pre-Service and throughout the year including Pyramid Plus.</p> <p>Mental Health Professionals and Disabilities Professionals provided training opportunities at Parent Meetings including Positive Parenting Solutions.</p> <p>Prepared children in these areas by providing visits from local police officer, by visiting the fire department and the public library.</p> <p>Provided a visit from the Colorado Symphony to Garfield Head Start. Promoted the social skills of sharing, taking turns, and how to complement others by modeling behaviors and language.</p> <p>Provided one on one correspondence activities throughout the day, for example counting objects around the classroom, encouraging children to recognize letters and sounds. Providing book displays and lending books to children to take home.</p> <p>ECE Director of Disabilities and Mental Health-began the process to become a certified trainer for Pyramid Plus.</p>
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**Goal 4: Effective Workforce-To develop an effective early childhood workforce by building staff Qualifications.**

Objective	Progress / Accomplishments
<p>To ensure that all staff meet the staff qualifications stated in the Head Start Act of 2007.</p>	<p>For the year January 2013 through December 2013, 14 total staff (HS 5 teachers, 4 assistant teachers and 2 EHS teachers, 2 Floaters and 1 Assistant Director) has taken 33 total classes (30 HS classes and 2 EHS classes 1 Asst. Dir. class). The cost was \$15,580.87 (HS-\$14,365.55 and EHS \$1215.32).</p> <p>Currently the Catholic Charities Head Start program has 9 out of 12 Head Start teachers with an AA or higher. The breakdown of teacher qualifications is as follows: 1 with MA degree, 3 with BA degrees in ECE, 2 with BA degrees in unrelated fields but have 24 plus credit hours in ECE, 3 with AA degrees, 3 who are Director</p>

Exhibit A-1

	<p>Qualified. Out of the 12 teacher positions that are filled there are 6 who have a BA or higher. This equates to 50% of the HS teachers have a BA or higher! HS requires that regionally 50% of all HS teachers have a BA or higher. 3 waivers for the teachers that do not have an AA degree have been granted and all 3 are in school pursuing their needed qualifications. 1 Teacher with a waiver is due to complete her AA degree by the end of this semester. 1 Teacher with a waiver needs one more class which will be taken by the end of spring 2014. The last Teacher with a waiver is taking 2 classes per semester and is on track to complete her AA within the allotted timeframe.</p> <p>At this time there are 9 HS Assistant Teachers have a preschool CDA, 1 is Director Qualified and 3 are in process to complete their CDA's. There are 2 open positions. There are a total of 15 Assistant Teachers.</p>
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**Goal 5: Fiscal Integration-To integrate fiscal understanding and responsibility through out all aspects of programmatic efforts.**

Objective	Progress / Accomplishments
<p>To maximize the use of our financial resources</p>	<p>Catholic Charities uses a braided funding plan to support our work to offer high quality Head Start services to the children in our program.</p> <p>Catholic Charities Head Start Staff attended CCAP training and meetings to remain current and partner with CCAP.</p> <p>Director and Assistant Director monitor budget. We work with families to make sure they can pay their child care bill. Utilize community resources such as DPP, CPP ,CCAP and Child Care Contribution Tax Credit donations.</p>

**Other related highlights and accomplishments:**

One of our Garfield parents was selected by Denver Great Kids Head Start as the Head Start Parent of the Year from Catholic Charities.

Parents volunteer each year to make the Garfield End of Year Portfolio bags for each child for our Year End Celebration.

In 2013, the Child Development Center received a \$1000 grant from the Colorado Wildlife Heritage Foundation to implement a schoolyard habitat project. Developing a schoolyard habitat that is beneficial to urban Denver wildlife is a project that will help to create and strengthen children's awareness of their connection and impact on the world around them. The Child Development Center, a Catholic Charities child care center, sits a half-mile south of the

## Exhibit A-1

Sports Authority at Mile High football stadium in downtown Denver and right in the middle of Sun Valley, one of Denver's most at-risk neighborhoods. The center has three Head Start classrooms and five Early Head Start classrooms and provides many educational and social support services for families. A project involving the development, study, and maintenance of a wildlife habitat at the center is one that will help to involve all classrooms within the center as well as provide an exciting avenue to engage families in school activities they normally wouldn't find at a Head Start center.

Catholic Charities supported a team for the Annual Step Up to Down Syndrome Walk sponsored by the Mile High Down Syndrome Association. Nine family members of children in HS/EHS and six Catholic Charities staff participated in this all day community event.

Catholic Charities collaborated with Denver Public Library to provide weekly story-times for the Head Start Classrooms.

Catholic Charities Head Start Programs have worked with local programs such as The butterfly Pavilion, the Denver Zoo and the Four Mile Historic Park to provide in house field trips for the children, parents are invited and encouraged to attend.

The Disabilities and Mental Health Coordinator presented with the DGKHS Disability Director at the Regional Head Start Conference on supporting the social-emotional needs of students in the Head Start program.

The Disabilities and Mental Health Coordinator presented with a Head Start classroom teacher at the International Association for Positive Behavior Support Conference in San Diego in March, 2013 on supporting children with significant social-emotional challenges in the Head Start program.

### **Professional Development and Teacher Qualifications:**

The Catholic Charities Child Care Division is committed to furthering the education and professional development of staff. Highly trained staff is the best assurance of a quality early childhood experience for children and families. Catholic Charities offers tuition assistance reimbursement for staff (funds permitting) and bonuses for academic achievement. Funding academic development has been, and will continue to be, a priority for assigning Training and Technical Assistance funds. Currently the Catholic Charities Head Start program has 9 out of 12 Head Start teachers with an AA or higher. The breakdown of teacher qualifications is as follows: 1 with MA degree, 3 with BA degrees in ECE, 2 with BA degrees in unrelated fields but have 24 plus credit hours in ECE, 3 with AA degrees, 3 who are Director Qualified. Out of the 12 teacher positions that are filled there are 6 who have a BA or higher. This equates to 50% of the HS teachers have a BA or higher! At this time there are 9 HS Assistant Teachers have a preschool CDA, 1 is Director Qualified and 3 are in process to complete their CDA's. There are 2 open positions. There are a total of 15 Assistant Teachers.



Exhibit A-2

<b>Catholic Charities Supplemental Budget Narrative: 2014-2015</b>		
<b>Restoration of Sequestration Funds/COLA Increase</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
<p>Catholic Charities will provide a minimum of 2% Cost of living adjustment (COLA) for Head Start staff utilizing the \$19,131.71 ( 1.3%) COLA Increase included in the Head Start Funding Increase and funds from Catholic Charities. This will be a permanent increase in staff compensation.</p> <p>Catholic Charities is adding back into the budget the funds that were removed with the sequestration budget cuts. Catholic Charities was committed to maintaining the staff position's, children's slots and quality of service during the sequestration and utilized organizational funds through fund raising, to maintain these services and positions during the sequestration.</p>	\$39,338	PERSONNEL
<p>Benefits:</p> <p>Catholic Charities added back into the Benefits a portion of the Restored sequestration funds. Benefits are calculated at 27%.</p>	\$10,941	PERSONNEL FRINGE
<p>Indirect Costs: Catholic Charities' indirect cost rate is 30% (letter attached). We are using a lessor amount of 22%.</p>	\$1,128	Indirect Costs
<b>Total -Operating funds</b>	<b>\$51,407</b>	

<b>CC Non-Federal Share Budget Narrative: 2013-2014</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
<p>Salaries: Catholic Charities is committed to maintaining quality of service and staff positions and utilizes other funding sources to offset the cost of personnel, a portion of this amount is part of our Non Federal Match commitment.</p>	\$10,119	PERSONNEL
<p>Fringe Benefits: The fringe benefits associated with the above salaries are also part of our Non Federal Match.</p>	\$2733	Fringe Benefits
<b>Total</b>	<b>\$12,852</b>	

Exhibit A-2

<b>TOTAL AMOUNT REQUESTED FOR GRANT FUNDS:\$</b>	<b>\$51,407</b>
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**FUNDING SUMMARY**

Proposer Budget	Amount:	
Grant Federal Funds: Cost for Program Operations (PO):	\$51,407	
Grant Federal Funds: Cost for Training and Technical Assistance (TTA):		
Non-Federal Share (Cash and in-kind) (NFS):	\$12,852.	<i>Amount should be = to 25% of PO + TTA</i>
<b>TOTAL PROPOSER BUDGET:</b>	<b>\$64,259</b>	<i>Total of PO+TTA+NFS</i>

**SUMMARY OF BUDGET CATEGORIES**

<b>CATEGORY:</b>	<b>PO Amount:</b>	<b>TTA Amount</b>	<b>NFS Amount</b>
Personnel	\$39,338	\$0.00	\$10,119
Fringe Benefits	\$10,941	\$0.00	\$2,733
Travel	\$0.00	\$0	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	0	\$0.00	0
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0	0	\$0
Total Direct Costs:	\$50,279	\$0.00	\$12,852
Indirect Costs:	\$1,128	\$0.00	\$0.00
<b>SUBTOTAL of PROGRAM OPERATIONS:</b>	<b>\$51,407</b>	<b>\$0</b>	<b>\$12,852</b>

## **Catholic Charities**

### **Head Start Program**

#### **Scope of Work for supporting Quality Teaching**

Catholic Charities is committed to increasing the quality of our Head Start programs and supporting teachers in their continuing education and professional development. Catholic Charities Head Start currently has 54% of teachers with a Bachelor's Degree or higher. We continue to work towards the goal of 70% as part of the Denver Great Kids Head Start program. We have identified two major areas that we need to address to work towards this goal. The first is in supporting teachers in their education by providing funds for college course work tuition and books. By providing this funding we allow teachers to continue their education, and eventually obtain their Bachelor's Degree. The second area we need to address is recruiting and retaining staff who have the qualifications already to maintain consistency and quality in our Head Start Program. We are targeting both of these areas with targeted stipends for new hires and for existing teachers who currently hold Bachelor's degrees which will assist in the retention of these valuable teaching staff. Our strategies are as follows.

#### *College Courses and Book Assistance: \$15000*

It is anticipated that we will need \$15,000 to cover tuition and books for HS staff for the 2014-2015 school year.

#### *Recruitment/Retention and Furthering Education towards the 70% with a BA degree: \$5000*

In order to recruit HS Teachers with a BA degree in ECE or a BA degree that is unrelated with 24 ECE credits we would like to provide upon hire of such person and successful employment for 90 days a stipend for \$250. 2 @ \$250 = \$500

To retain HS Teachers who already have a BA degree in ECE or a BA degree that is unrelated with 24 ECE credits we would like to provide them a \$500 stipend at the end of each year as long as he/she has demonstrated a positive work history and it is reflected within his/her performance review. 7 @ \$500 each = \$3500

To encourage HS Teachers with an AA degree that are currently employed to obtain their BA degrees in ECE we would provide them with a stipend for \$100 upon each class towards the BA that is completed with a C or better. \$1000

Exhibit B-1

<b>Catholic Charities Budget Narrative: 2014-2015</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries – 54 employees total. No staff members paid with Head Start funds or included in the non-Federal share are paid in excess of the Executive Level II salary.	\$903,688	PERSONNEL
Benefits:  All salaries billed will be based on actual timesheets. Benefits are 27%.	\$243,996	PERSONNEL FRINGE
Office Supplies (\$3,500) - used to furnish supplies for offices, six Family Service Workers offices, teacher offices, and 2 administrative offices.  Child and Family Supplies (\$5,904) -will supply 6 sites with educational materials.  Food Service Supply(\$500)- This line furnishes the classrooms with food service supplies  Other Supply(\$3,612) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$13,516	Supplies
Rent: Catholic Charities does not rent space from the Grantee. Garfield Head Start (1068 sq. ft.) and Kentucky Head Start (1068 sq. ft.) are both owned by Denver Housing authority and the combined rent is \$15,708 per year. Mi Segunda Casa Head Start (912 sq. ft.) is owned by the First Mennonite Church and the rent is \$9,900 per year.	\$25,608	Other
Utilities, Telephone- telephone, fax, DSL lines and utilities, based on historical data.	\$6,424	Other
Building Maintenance and repair	\$1,320	Other
Local Travel-mileage reimbursement for staff, based on current spending patterns.	\$2,025	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our six sites hold parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation.	\$6,000	Other

Exhibit B-1

Publications/Advertising/Printing – includes printing of education, enrollment, and health forms.	\$1,320	Other
Training and Staff Development: \$10,830 from program operations funds to support professional development with a focus on having Assistant Teachers reach the qualification mandates.	\$10,830	Other
Other: Children's activities, licenses, Janitorial services for Kentucky & Garfield (\$10,720) and security services.	\$12,086	Other
Indirect Costs: Catholic Charities' indirect cost rate is 30% (letter attached). We are using a lesser amount of 22%.	\$206,393	Indirect Costs
**TTA -Funds to support staff in furthering their academic development	\$6,188	Other
<b>Total</b> -Operating funds	\$1,439,394	

<b>CC Non-Federal Share Budget Narrative: 2014-2015</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, a portion of the teacher assistants, teachers, family Service workers, and the HS Director salaries that are not covered by HS funds and ½ of the HS Education Supervisor's salary that is not covered by HS funds. These costs are paid for by funds received from funds received by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$203,984	PERSONNEL
Fringe Benefits: The fringe benefits associated with the above salaries and paid by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$55,075	Fringe Benefits
Office Supplies: This will be used to supply offices for staff not covered by operating budget. Covered by Catholic Charities	\$3,800	Supplies
Child and Family Supplies: These funds will supply sites with consumable education supplies and furnishings covered by funds from Catholic Charities.	\$5,000	Supplies
Food Service Supply: This line includes kitchen supplies for 13 classrooms. Supplies are sometimes donated or supplied by Catholic Charities.	\$3,000	Supplies

Exhibit B-1

Other Supply: Includes janitorial supplies and are supplied by Catholic Charities.	\$3,427	Supplies
Utilities, Telephone- telephone, fax, DSL lines and utilities: A large percentage of these costs are incurred at Margery Reed and The Child Development Center and paid for by Parent fees at the large sites.	\$7,972	Other
Building and Child Liability Insurance: Supplied by Catholic Charities.	\$4,958	Other
Building Maintenance /Repair and Other Occupancy – percentage based on numbers of HS children enrolled in Margery Reed and the Child Development Center and funded by Catholic Charities.	\$3,000	Other
Nutrition Services: Part of the costs incurred in providing meals to children and education staff that are not reimbursed by the Child and Adult Food Program, supplied by Catholic Charities and parent fees.	\$19,166	Other
Volunteers: Volunteer rate for Policy Council is \$48 (38 per hour plus fringe) and we have 10 members and meet for 2 hours, 12 times a year = \$11,520. HS would claim ½ of that amount, \$5760 The rate for teacher assistants is \$14.56 per hour plus \$3.65 fringe and we estimate that parents and community members will spend 2,234 hours volunteering = \$40,681. Community members' rate depends on the services they offer.	\$46,445	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings that are not covered by HS funds. Each of our six sites hold parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation. Funds are provided by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$4,022	Other
<b>Total</b>	<b>\$359,849</b>	

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

Proposer Budget	Amount:
Grant Federal Funds: Cost for Program Operations (PO):	\$1,433,206.00
Grant Federal Funds: Cost for Training and Technical Assistance (TTA):	\$6,188.00

Exhibit B-1

Non-Federal Share (Cash and in-kind) (NFS):	\$359,849.00	<i>Amount should be = to 25% of PO + TTA</i>
<b>TOTAL PROPOSER BUDGET:</b>	<b>\$1,799,243.00</b>	<i>Total of PO+TTA+NFS</i>

**SUMMARY OF BUDGET CATEGORIES**

<b>CATEGORY:</b>	<b>PO Amount:</b>	<b>TTA Amount</b>	<b>NFS Amount</b>
Personnel	\$903,688.00	\$0.00	\$203,984.00
Fringe Benefits	\$243,996.00	\$0.00	\$55,075.00
Travel	\$0.00	\$925.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$13,516.00	\$0.00	\$15,227.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$65,613.00	\$5,263.00	\$85,563.00
Total Direct Costs:	\$1,226,813.00	\$0.00	\$0.00
Indirect Costs:	\$206,393.00	\$0.00	\$0.00
<b>SUBTOTAL of PROGRAM OPERATIONS:</b>	<b>\$1,433,206.00</b>	<b>\$6,188.00</b>	<b>\$359,849.00</b>



Exhibit B-2

<b>Catholic Charities Supplemental Budget Narrative: 2014-2015</b>		
<b>Restoration of Sequestration Funds/COLA Increase</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
<p>Catholic Charities will provide a minimum of 2% Cost of living adjustment (COLA) for Head Start staff utilizing the \$19,131.71 ( 1.3%) COLA Increase included in the Head Start Funding Increase and funds from Catholic Charities. This will be a permanent increase in staff compensation.</p> <p>Catholic Charities is adding back into the budget the funds that were removed with the sequestration budget cuts. Catholic Charities was committed to maintaining the staff position's, children's slots and quality of service during the sequestration and utilized organizational funds through fund raising, to maintain these services and positions during the sequestration.</p>	\$39,338	PERSONNEL
<p>Benefits:</p> <p>Catholic Charities added back into the Benefits a portion of the Restored sequestration funds. Benefits are calculated at 27%.</p>	\$10,941	PERSONNEL FRINGE
<p>Indirect Costs: Catholic Charities' indirect cost rate is 30% (letter attached). We are using a lessor amount of 22%.</p>	\$1,128	Indirect Costs
<b>Total -Operating funds</b>	<b>\$51,407</b>	

<b>CC Non-Federal Share Budget Narrative: 2013-2014</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
<p>Salaries: Catholic Charities is committed to maintaining quality of service and staff positions and utilizes other funding sources to offset the cost of personnel, a portion of this amount is part of our Non Federal Match commitment.</p>	\$10,119	PERSONNEL
<p>Fringe Benefits: The fringe benefits associated with the above salaries are also part of our Non Federal Match.</p>	\$2733	Fringe Benefits
<b>Total</b>	<b>\$12,852</b>	

Exhibit B-2

<b>TOTAL AMOUNT REQUESTED FOR GRANT FUNDS:\$</b>	<b>\$51,407</b>
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**FUNDING SUMMARY**

Proposer Budget	Amount:	
Grant Federal Funds: Cost for Program Operations (PO):	\$51,407	
Grant Federal Funds: Cost for Training and Technical Assistance (TTA):		
Non-Federal Share (Cash and in-kind) (NFS):	\$12,852.	<i>Amount should be = to 25% of PO + TTA</i>
<b>TOTAL PROPOSER BUDGET:</b>	<b>\$64,259</b>	<i>Total of PO+TTA+NFS</i>

**SUMMARY OF BUDGET CATEGORIES**

<b>CATEGORY:</b>	<b>PO Amount:</b>	<b>TTA Amount</b>	<b>NFS Amount</b>
Personnel	\$39,338	\$0.00	\$10,119
Fringe Benefits	\$10,941	\$0.00	\$2,733
Travel	\$0.00	\$0	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	0	\$0.00	0
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0	0	\$0
Total Direct Costs:	\$50,279	\$0.00	\$12,852
Indirect Costs:	\$1,128	\$0.00	\$0.00
<b>SUBTOTAL of PROGRAM OPERATIONS:</b>	<b>\$51,407</b>	<b>\$0</b>	<b>\$12,852</b>

**Budget Narrative: Catholic Charities Quality Teaching Funds 2014-2015**

<b>Line Item</b>	<b>Description</b>	<b>Amount</b>
<b>Personnel</b>	Stipends for Current staff with Bachelor's degrees who complete the year with Catholic Charities. Stipends for staff with AA degrees for completed coursework towards a BA degree. Recruitment Stipends for teachers hired with a qualified Bachelor's degree	<b>\$3950</b>
<b>Fringe</b>	<b>Fringe for personnel expenses is billed at 27%</b>	<b>\$1050</b>
<b>OTHER</b>	<b>Tuition Assistance and Books for ECE degree related coursework.</b>	<b>\$15,000</b>
<b>TOTAL ALL BUDGET CATEGORIES</b>		<b>20,000</b>

**Non-Federal Share Narrative**

<b>Line Item</b>	<b>Description</b>	<b>Amount</b>
<b>Personnel (1)</b>	<b>54 employees total. No staff members paid with Head Start funds or included in the Non Federal Share are paid in excess of the Executive Level II salary.</b>	<b>\$3950</b>
<b>Total Fringe Benefits</b>	<b>Total amount for fringe benefits for personnel designated as non-federal share calculated same as operating funds benefits.</b>	<b>\$1050</b>
<b>Totals – All Budget Categories</b>		<b>\$5000</b>



Exhibit C

**Calendar of Times and Days of Operations**

<b>Center Location</b>	<b>Number of HS Slots</b>	<b>Number of HS Classrooms</b>	<b>Number of Slots per classroom</b>	<b>Option Configuration</b>
Child Development Center 1155 Decatur St. Denver, 80204	24	2	8 – 16	Extended Day Monday - Friday 12 months
Margery Reed Mayo 1128 <sup>th</sup> St. Denver, 80205	34	3	8-16 extended day 2-16 part day	2 Extended Day Monday - Friday 12 months 1 Part Day Monday - Thursday 9 months (AM)
Mi Segunda Casa 430 W. 9 <sup>th</sup> Ave. Denver, 80204	30	1	15 per session	Double Session Monday - Thursday 9 months (AM & PM)
New Site Auraria-Lincoln Park Neighborhood	32	2	8 -16	Extended Day Monday - Friday 12 months
Garfield Head Start 872 S. Knox Ct. Denver, 80219	40	1	20 am 20 pm	Part Day Monday - Thursday 9 months (AM & PM)
Kentucky Head Start 852 S. Knox Ct. Denver, 80219	40	1	20 am 20 pm	Part Day Monday - Thursday 9 months (AM & PM)
Combination Option 852 S. Knox Ct. Denver, 80219	24	2	12	Class Session 4 Fridays per month Home Visits 3 per month

# July 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4 <i>Closed—Holiday</i>	5
6	7	8	9	10	11	12
13	14	15	16	17	18 <i>All Sites Closed</i>	19
20	21	22	23	24	25	26
27	28	29	30	31		

# August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18 <i>Head Start Part Year Stand Alone Teaching Staff Return</i>	19	20	21	22	23
24/31	25 <i>Pre-Service Training</i>	26 <i>Pre-Service Training</i>	27 <i>Pre-Service Training</i>	28	29	30

# September 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	<i>1 Closed — Holiday</i>	<i>2 First day for Part Year children</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>
<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>
<i>14</i>	<i>15</i>	<i>16</i>	<i>17</i>	<i>18</i>	<i>19 All Sites Closed</i>	<i>20</i>
<i>21</i>	<i>22</i>	<i>23</i>	<i>24</i>	<i>25</i>	<i>26</i>	<i>27</i>
<i>28</i>	<i>29</i>	<i>30</i>				



# October 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17 <i>All Sites Closed</i>	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

# November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						<i>1</i>
<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>
<i>9</i>	<i>10</i>	<i>11</i>	<i>12</i>	<i>13</i>	<i>14</i>	<i>15</i>
<i>16</i>	<i>17</i>	<i>18</i>	<i>19</i>	<i>20</i>	<i>21</i>	<i>22</i>
<i>23/30</i>	<i>24</i>	<i>25</i>	<i>26</i>	<i>27 Closed — Holiday</i>	<i>28 Closed — Holiday</i>	<i>29</i>

# December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22 <i>ALL SITES CLOSED</i>	23 <i>ALL SITES CLOSED</i>	24 <i>ALL SITES CLOSED</i>	25 <i>ALL SITES CLOSED</i>	26 <i>ALL SITES CLOSED</i>	27
28	29 <i>ALL SITES CLOSED</i>	30 <i>ALL SITES CLOSED</i>	31 <i>ALL SITES CLOSED</i>			

# January 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 <i>ALL SITES CLOSED</i>	2 <i>ALL SITES CLOSED</i>	3
4	5	6	7	8	9	10
11	12	13	14	15	16 <i>All Sites Closed</i>	17
18	19 <i>Closed — Holiday</i>	20	21	22	23	24
25	26	27	28	29	30	31

# February 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16 <i>Closed -- Holiday (No children, work day for staff)</i>	17	18	19	20 <i>All Sites Closed</i>	21
22	23	24	25	26	27	28

# March 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20 <i>All Sites Closed</i>	21
22	23	24	25	26	27	28
29	30 <i>Stand Alones Closed</i>	31 <i>Stand Alones Closed</i>				

# April 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 <i>Stand Alones Closed</i>	2 <i>Stand Alones Closed</i>	3 <i>Stand Alones Closed</i>	4
5	6	7	8	9	10	11
12	13	14	15	16	17 <i>All Sites Closed</i>	18
19	20	21	22	23	24	25
26	27	28	29	30		

# May 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15 All Sites Closed	16
17	18	19	20	21 Last day for Part Year Children	22 Last day for Combination Option children	23
24/31	25 Closed—Holiday	26	27	28	29 Last day for Part Year staff	30



# June 2015

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19 <i>All Sites Closed</i>	20
21	22	23	24	25	26	27
28	29	30				

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

	<b>Report Name and Description</b>	<b>Due Date</b>
<b>Family Services</b>	<b>Policy Council Delegate Report;</b> Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	<b>Program Information Report (PIR);</b> Annual ACF Report	<b>August 15, 2014</b>
	Abbreviated PIR;	<b>December 15, 2014 and March 15, 2015</b>
	<b>Head Start data for Management Information System;</b> Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	<b>5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior</b>
<b>Financial</b>	<b>Variance Report;</b> includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,00.00 charged to Head Start.	Last business day of each month for the previous month
	<b>USDA Reimbursement Report;</b> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	<b>Administrative and Development Costs;</b> Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	<b>Program Budget PY 19;</b> GABI upload of Program Year 19 budget.	February 9, 2015
	<b>Single Audit Report;</b> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	<b>Inventory Report with Certification of Physical Inventory;</b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2014
	<b>Certificate of Insurance;</b> Accord Insurance form designating appropriate insurance coverage.	July 31, 2014
	<b>Budget Projection;</b> Month by month spending forecast by designated categories.	July 31, 2014
<b>Grantor Admin Reports for Delegate Agencies</b>	<b>Monitoring Reports/Plans;</b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	<b>Mid Year PIR &amp; questions;</b> Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	<b>Program Design and Management Report;</b> Outlines Program Design and Management meeting discussion, includes strengths, recommendations and sections needed for improvement.	Submitted to delegate agencies within <b>30 days</b> of Program Design and Management Meeting
	<b>Community Assessment Update;</b> Head Start Requirement, completed every 3 years with an annual update	1-Dec-14
	<b>Head Start Annual Report; Head Start requirement</b>	Due in September
	<b>Policy Council Minutes;</b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
<b>on</b>	<b>Teacher Qualifications Report;</b> Report Education Levels of Teaching Staff.	December 15 & March 15

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

<b>Educatic</b>	<b>Child Assessments;</b> Child outcomes information submitted to TS GOLD	October 31, February 22, 2014 and June 28, 2014
<b>Delegate Admin Reports for Grantee</b>	<b>Self Assessment;</b> Self Assessment Plan, findings, analysis and action plans	February 1, 2013
	<b>Policy Committee/Council Members Rosters;</b> Policy Committee/Council monthly minutes	When replacements, upon elections
	<b>Policy Committee/Council Minutes;</b> Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	<b>Delegate Grant Application;</b> For funding purposes	January 30, 2014
	<b>Final Grant Application, Budget, and GABI;</b> Constitutes basis of funding request	1-Apr-14
	<b>Personnel;</b> Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
<b>Vendor Agency Special Reports</b>	<b>Classroom Contact Hours;</b> Tracks level of services to Head Start Children	monthly; end of month
	<b>Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report;</b> Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month



# ARCHDIOCESE OF DENVER

RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

May 30, 2014

Michael Paden  
Senior Accountant  
Office of Children's Affairs  
Denver Great Kids Head Start

**RE: Catholic Charities and Community Services of the Archdiocese of Denver  
Agreement 201416449-00 for Head Start Services for Program Year 2014-2015**

To Whom It May Concern:

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

Currently, we are in the process of renewing our insurance coverage, which expires 07/01/2014. Until the renewal process is complete, we are unable to issue certificates for the time period you request.

We are willing to issue certificates for the 2014/2015 policy year as soon as they become available.

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

Regards,

A handwritten signature in blue ink that reads "Peter J. Cronan".

Peter J. Cronan  
Director, Office of Risk Management

PJC:mlw

## Catholic Charities Head Start Contract Information Site Locations

Center Location	Number of Classrooms
Child Development Center 1155 Decatur St. Denver, 80204 Director: Nancy Nichols Hours: 7am – 6pm	2
Margery Reed Mayo 1128 <sup>th</sup> St. Denver, 80205 Director: Rita Schuster Hours: 7am – 6pm	3
Mi Segunda Casa 430 W. 9 <sup>th</sup> Ave. Denver, 80204 Director: Maria Silva Hours: 8am -11:30am, 12:30pm -4pm	1
New Site Auraria-Lincoln Park Neighborhood Director: Unknown Hours: 7am - 6pm	2
Garfield Head Start 872 S. Knox Ct. Denver, 80219 Director: Gabriela Garcia Hours: 8am -11:30am, 12:30pm -4pm	1
Kentucky Head Start 852 S. Knox Ct. Denver, 80219 Director: Tammy Shoup Hours: 8am -11:30am, 12:30pm -4pm	1
Combination Option 852 S. Knox Ct. Denver, 80219 Director: Tammy Shoup Hours: Class held Friday mornings	2



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DIVISION 3. - TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

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

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

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

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

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

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



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

(c) *Determination of prevailing wages.*

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

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



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

(d) *Mandatory contract provisions; enforcement.*

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



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

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



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

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