

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”), and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, (the “City”) and **MILE HIGH EARLY LEARNING CENTERS**, a Colorado nonprofit corporation, with an address of 616 East Speer Boulevard, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2024-2025 (Program Design).

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

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

D. Exhibit D, Schedule for Submission of Reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

Payment of Prevailing Wages.

H. Exhibit H, Standardized Health/Wellness Form.

I. Exhibit I, Standardized Head Start Eligibility Form.

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

4. TERM: The Agreement will commence on July 1, 2024 and will expire on June 30, 2025 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

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

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

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

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

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

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

C. Ensure that all of Contractor’s staff have adequate skills, training, and experience for their respective functions and comply with the reasonable directions and requests

of the City in implementing Head Start Services;

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

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

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

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

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

the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

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

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

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

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

L. Pursuant to applicable provisions of the Head Start Performance Standards,

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

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

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

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

P. Comply with the City’s policy directives and required procedures for branding and marking of the Services and other activities concerning Denver’s Head Start Program. Branding includes, without limitation, how the Services and other activities concerning

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

7. COMPENSATION:

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

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

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

D. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION NINE HUNDRED NINETY-**

NINE THOUSAND ONE HUNDRED EIGHTY-SEVEN DOLLARS AND TWENTY-FIVE CENTS (\$2,999,187.25) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **FIVE HUNDRED NINETY-NINE THOUSAND EIGHT HUNDRED THIRTY-SEVEN DOLLARS AND FORTY-FIVE CENTS (\$599,837.45)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports

forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

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

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2024-2025, HHS may issue only a partial financial award for program costs for Program Year 2024-2025. If, during the term of this Agreement, HHS later issues official

notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the Parties in the same manner as this Agreement.

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

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

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

All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

8. REPORTS:

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

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

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

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

Attendance Report will be consistent with any format designated by the City.

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

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

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

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

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

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

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will establish and submit to the Head Start Director on a date designated by the

Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

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

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

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

11. EXAMINATION OF CONTRACTOR RECORDS:

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

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

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

12. AUDIT REQUIREMENTS:

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

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

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

provided, however, that if Contractor's notice is dated within thirty calendar days prior to the deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

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

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

14. INSURANCE:

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

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

(1) General Conditions: Contractor agrees to secure, at or before the

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

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

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor, Subdelegate’s, and

Subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

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

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

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

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

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 sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

16. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT: For Contractors that are a “public entity”, the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability

and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

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

18. ASSIGNMENT AND SUBCONTRACTING:

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement

of the Program Year or the commencement date of the proposed contract whichever is later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

19. TERMINATION:

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

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

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

within ten (10) calendar days of the date of receipt, the City will be deemed to have approved the Quality Improvement Plan.

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

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

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

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

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

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

to Contractor;

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

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

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

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

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

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

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

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

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

(3) Notwithstanding the preceding paragraphs, the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to

criminal offenses of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

C. Nothing in this Agreement gives the Contractor the right to perform services

under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Paragraph 4, “**Term**”, above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor’s possession, custody, or control by whatever method the City deems expedient.

21. PROCUREMENT:

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

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

writing, any Vendor to establish and maintain a similar inventory list for all supplies and equipment purchased with funds provided under this Agreement.

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

22. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

D. Licensing of Site Locations. The Contractor will obtain and maintain any

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

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

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B. Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, and 92;
- D. All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR Part 200, *et seq.* and 2 CFR Part 25.110;
- E. Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;
- F. The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;
- G. The terms and conditions contained in all exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;
- H. The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;
- I. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 CFR Part 180. The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 CFR Part 180 and 2 CFR Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time Contractor learns that the Contractor’s certification to enter into this Agreement was erroneous, when submitted or has become erroneous, by reason of changed circumstances. If the Contractor is unable to certify to any of the statements

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

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

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

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

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

instructions;

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

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

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

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

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

M. No Discrimination in Program Participation (Federal). The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national

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

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

is attached hereto and marked as **Exhibit G**;

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

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

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

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

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

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

24. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The

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

25. CONFLICT OF INTEREST:

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

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

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

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

Mile High Early Learning Centers
MOEAI-202474486-00

Denver, Colorado 80202

With a copy of any such notice to:

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

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

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

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

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. Data and Information. The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver's Head Start Program. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be

owned or controlled by the City (“City Proprietary Data”); (2) personal information pertaining to persons receiving services from the Agency (“Client Data”), or (3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “City Data”. Contractor agrees that disclosure of City Data may be damaging to the City or third parties. Contractor agrees that all City Data provided to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect City Data as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential,” or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

D. “Data Protection Laws” means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal

Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

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

F. Use and Protection of Personal Information and City Data. Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Data including without limitation: (i) keep and maintain Personal Information and City Data in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Data solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and

applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Data for Contractor's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in "data mining" of Personal Information or City Data except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

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

H. Loss of Personal Information or City Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than

twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

I. Data Retention and Destruction. Using appropriate and reliable storage media, Contractor will regularly backup all City Data and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, Contractor will either securely

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

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

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

L. Disclaimer. Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and City Data on an "as is" basis, without any support

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

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

30. INTELLECTUAL PROPERTY RIGHTS:

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

B. New Original Works. The City and Contractor intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures,

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

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

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

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

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

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

F. **Trademarks/Copyrights.** Each party to this Agreement acknowledges the

validity of the other party's service marks, trademarks, tradenames, patents, or copyrights, if any, and will not in any way infringe upon or otherwise harm the other party's rights or interests in such property.

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

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

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.

Exhibits to Head Start/Delegate Agency Agreement

Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2024-2025 (Program Design).

Exhibit B, Contractor's Budget and Justification.

Exhibit C, Calendar of Times and Days of Operations.

Exhibit D, Schedule for submission of reports.

Exhibit E, Certificate of Insurance.

Exhibit F, Site Locations.

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

Exhibit H, Standardized Health/Wellness Form.

Exhibit I, Standardized Head Start Eligibility Form.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]

Contract Control Number:
Contractor Name:
CENTERS

MOEAI-202474486-00
MILE HIGH MONTESSORI EARLY LEARNING

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:
CENTERS

MOEAI-202474486-00
MILE HIGH MONTESSORI EARLY LEARNING

By:

Signed by:

Dr. Pamela Harris

746A688677594E2...

Name: Dr. Pamela Harris

(please print)

Title: President & CEO

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

Section 1. Program Design and Approach to Service Delivery

Sub-Section A: Goals

1. Program Goals, Measurable Objectives, and Expected Outcomes

***Goal I:** All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school.*

***Objective 1a:** All Mile High Early Learning (MHEL) children will demonstrate growth (fall to spring) on Teaching Strategies GOLD (TSG), and 85% will meet/exceed widely held expectations.*

***Objective 1a: Activities/Measures:** MHEL will use TSG to measure children's growth across six domains: Math, Physical, Social/Emotional, Language, Cognitive, Literacy. TSG is administered three times a year by teachers who hold current inter-rater reliability certification to demonstrate children's developmental progress. Teachers and MHEL education coaches use TSG data to inform practice and strengthen children's levels of school readiness. Coaches will provide consultation, in-class modeling, and additional training to teachers.*

***Outcome 1a:** Children will be ready for kindergarten.*

***Objective 1b:** All preschool classrooms will meet or exceed national Head Start threshold scores on the Classroom Assessment Scoring System (CLASS).*

***Objective 1b Activities/Measures:** CLASS certified coaches will assess teacher interactions in the domains of Emotional Support, Classroom Organization, and Instructional Support two times a year. Fall observations will establish the baseline, and spring results will be available by June. Data will inform coaching practices to support teachers' growth. Coaches will also assess teachers' practices with MHEL's Montessori Inspired Curriculum Fidelity Rubric (MI Rubric) and will set goals with teachers and provide ongoing job-embedded coaching.*

Outcome 1b: Teachers will have the skills and strategies needed to support children's growth.

Goal II: *All Denver Great Kids Head Start children will receive high quality health, mental health, and nutrition services that ensure they are healthy and ready to succeed in school.*

Objective 2a: 100% of children have access to a medical home and health insurance.

Objective 2a Activities/Measures: MHEL's health team will work with Family and Community Advocates (FCAs) to ensure families receive health insurance through Medicaid, CHP+, or other options. Families will also be supported in identifying an ongoing continuous source of health care. This information is stored in MHEL's Family and Child Database and tracked monthly.

Outcome 2a: Children and families will have access to an ongoing continuous source of health care, and children will achieve optimal health.

Objective 2b: 100% of children attending the program consistently for at least four months will demonstrate growth in social/emotional skills.

Objective 2b Activities/Measures: Children's growth is measured with the Devereux Early Childhood Assessment (DECA) which is a strengths-based assessment and planning system designed to promote resilience in preschool children. DECA is administered within the first 45 days of a child's enrollment by the classroom teacher and parent. A post-assessment is administered in the spring and is used to identify growth in assessment areas. MHEL staff who are Certified Colorado Pyramid Plus facilitators provide training to teachers annually to support the social/emotional development of children. Pyramid Plus is implemented in all classrooms and tracked by coaching logs. MHEL works with Healthy Child Care Colorado to implement Pyramid Plus to fidelity. WellPower will continue to provide training to staff and parents.

Outcome 2b: Children will demonstrate growth in social and emotional skills to enable them to be ready for kindergarten; parents and teachers will have skills and strategies to support children's social/emotional development.

Objective 2c: 100% of children will be supported to attain/maintain a healthy weight.

Objective 2c Activities/Measures: MHEL's health team completes Body Mass Index (BMI) measures on all children twice a year. This information is reported in the PIR.

Parents of children with weight concerns are referred to MHEL's health team for consultation. Documentation is kept in the child's file with services reported in the PIR.

MHEL children, parents, and staff will participate in the Culture of Wellness through I Am Moving, I Am Learning, parent wellness workshops, and staff fitness challenges. MHEL families are referred to Denver Health's WIC dietitian for WIC enrollment support and general nutrition questions.

Outcome 2c: Children will be healthy; parents will know ways to support healthy eating and activities; staff will have strategies for maintaining their personal well-being.

Goal III: All Denver Great Kids Head Start parents will work to improve their own skills and are engaged as their child's first teacher to ensure children are ready to succeed in school.

Objective 3a: 90% of parents will read with their child at least one hour per week.

Objective 3a Activities/Measures: MHEL will enhance the school-to-home education connection that supports positive outcomes for children by increasing families' access to linguistically, culturally, and developmentally appropriate books and literacy resources. FCAs provide literacy tracking sheets for families and encourage them to read with their children 10-15 minutes per day. Parents complete literacy sheets documenting the number of minutes spent reading with

their child. Literacy skills for children are measured by TSG, and coaching logs record number of coaching hours and goals related to supporting children's literacy.

Outcome 3a: Families will be able to support children's literacy development.

Objective 3b: 100% of parents will be engaged in Head Start through parenting, educational, and leadership development opportunities.

Objective 3b Activities/Measures: Parents will participate in annual interest and satisfaction surveys to be used to provide direction for programming for families. MHEL will provide an English as a Second Language class annually. Enrollment and attendance of classes is tracked and reported in the PIR. MHEL will provide parenting education annually such as Positive Parenting Solutions. Pre- and post-surveys results will demonstrate parents' knowledge growth. FCAs will encourage parents to participate in governance through the Policy Committee (PC). Meeting minutes and rosters demonstrate parent engagement.

Outcome 3b: Parents will be advocates for children and leaders within MHEL and the community.

Objective 3c: FCAs will utilize Head Start's Parent, Family, and Community Engagement Framework (HSPFCEF) with parents to create Family Partnership Agreements (FPA) with 90% of families completing an individualized FPA.

Objective 3c Activities/Measures: All parents will complete a family strengths and needs assessment. FCAs will consult with parents in establishing school readiness goals for their children. FCAs will provide at least monthly follow-up with each family, which will be recorded in the family's file and reported in the PIR.

Outcome 3c: Parents will achieve goals that support their family's self-sufficiency.

Objective 3d: All kindergarten-bound children will have effective transitions to kindergarten.

Objective 3d Activities/Measures: FCAs meet one-on-one with parents of kindergarten-bound children and provide information on their child's TSG results, school of choice, and kindergarten readiness checklist. Every center hosts meetings that provide opportunities for parents to meet staff from local elementary schools and mental health consultants about how to best prepare children for the transition.

Outcome 3d: Children and parents will have the resources and information they need to ensure a smooth transition into kindergarten for their children.

Goal IV: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments to ensure they are ready to succeed in school.

Objective 4a: 100% of children with IEPs attending the program consistently for four months will improve in school readiness skills.

Objective 4a Activities/Measures: TSG is administered three times per year. Growth will be demonstrated by an improvement between the first and final TSG checkpoints in one or more areas measured. The disabilities/mental health team facilitates monthly collaboration meetings at each center with the program director, teachers, FCAs, service providers, and coaches. Children with special needs are fully supported in inclusive learning environments.

Outcome 4a: Children with disabilities will be given the supports they need to reach their potential for success as they transition to kindergarten.

Objective 4b: 100% of children will receive timely screenings, data collection, and referrals for special education evaluation.

Objective 4b Activities/Measures: The Early Screening Inventory-Revised (ESI-R) tool is used within the first 45 days of a child's enrollment. If the results are concerning, MHEL's disabilities/mental health team will implement the Multi-Tiered System of Support (MTSS)

process with teachers, program directors, coaches, FCAs, and health staff. The team will observe the child and gather more data to determine next steps, which may include a referral for special education evaluation from Sewall Child Development (Sewall). Permission to refer will be obtained from the family, who are involved throughout the entire process to ensure their understanding. MHEL and its partner agencies participate in collaboration meetings to assure that services are in place and effective for children with disabilities.

Outcome 4b: Early identification of children's special education needs will help assure that they have the educational supports they need to succeed in school

Objective 4c: 100% of children with IEPs will have effective transitions to kindergarten.

Objective 4c Activities/Measures: FCAs meet with all parents of kindergarten-bound children to ensure that they have information and resources needed for kindergarten transition. FCAs review a child's TSG report, school of choice, and kindergarten readiness checklist with the family. The disabilities/mental health team will work with Sewall to schedule transition meetings with families for students with more significant IEP needs.

Outcome 4c: Children with disabilities will have positive kindergarten transition experiences.

Goal V: *Denver Great Kids Head Start operations and financial administration are efficient and effective, ensuring that resources support preparing Head Start children for school.*

Objective 5a: MHEL's fiscal controls and operational systems will be streamlined and transparent.

Objective 5a Activities/Measures: MHEL will continue to have a clean financial annual audit. Administrative costs will not exceed 15%. MHEL will meet its non-federal share requirement.

Outcome 5a: Efficient and effective financial processes will ensure that budgets exemplify sound stewardship and are developed with children's readiness for school as the priority.

Objective 5b: MHEL will use data (TSG, 2021 DGKHS Community Assessment Update (Community Assessment), and Self-Assessment) to guide program and financial decisions.

Objective 5b Activities/Measures: MHEL will allocate funds in accordance with the approved budget. Monthly financial projections are provided to the Board of Directors (Board) and Policy Committee (PC) to ensure that spending is on track with the Head Start budget.

Outcome 5b: Successful financial administration will ensure that MHEL remains financially viable, and the Head Start grant money will be spent in accordance with the approved budget.

2. Alignment with Head Start Early Learning Outcomes

To position itself in direct alignment to the HSELOF, MHEL worked with currently enrolled parents/families, PC, and Board to create school readiness goals that provide a continuum of growth for children birth to 5 and aligned with Head Start school readiness goals:

1. Social and Emotional Development—Children display developmental growth in their social-emotional skills, demonstrated by meaningful relationships with peers and adults and an increase in independent problem-solving skills.
2. Approaches to Learning—Children exhibit an increasing ability to engage with their environment by seeking out new information, asking questions, and exploring interests.
3. Physical Development and Health—Children display an increased understanding of health and wellness habits, as well as an individual progression of physical abilities and skills.
4. Language and Literacy Acquisition—Children display growth in the acquisition of listening, speaking, reading, and writing skills.
5. Cognitive Development and General Knowledge—Utilizing pre-existing knowledge of the physical and social world, children demonstrate growth in higher order thinking such as reasoning and cognitive problem solving.

MHEL serves children birth to 5, making it imperative for school readiness goals to reflect the needs of children of all ages within the program. For each of the identified goals, specific indicators and objectives have been identified based on the age of the child. Child progress towards school readiness goals is assessed using TSG. MHEL reviews data from these assessments to ensure growth of individual children and the data is used to inform lesson plans and to support teachers in individualizing for children within the classrooms. MHEL recognizes that parents are a child's first and most important teachers and strives to include family context including cultural and linguistic practices in classroom planning and goal setting. We maintain a framework of education and resources that support linguistically and culturally responsive social-emotional development and early learning strategies for children and families. MHEL's programs incorporate a special emphasis on diversity and equity, so families' cultural identity and backgrounds are incorporated into the classroom environment, materials, and plans. Our professional development programs (Child Development Associate (CDA), Inclusive Practices in Early Childhood Credential, and MA) integrate social justice and equity as part of their curricula.

3. Developing Program Goals

MHEL's school readiness goals were developed with input from the MHEL's Head Start Policy Committee. Parents provided feedback on the proposed goals and approved the final version. Members of the parent governing bodies also support the program by sharing information about the school readiness goals with other parents in their respective centers. Each school readiness goal requires the foundational support of the families' knowledge, skill building, and engagement in their child's development across all domains. Families are closely involved in the planning process for their children. During initial home visits, teachers and parents work together to set individual goals for the child. These goals are incorporated as teachers individualize their

planning for each child in the classroom. Throughout the year, results from each of the TSG checkpoints are shared with families at conferences and home visits. This allows families to see their child's growth in each of the domains of our school readiness goals, and also supports teachers in providing caregivers with activities to do with children at home to extend learning beyond the classroom.

Sub-Section B: Service Delivery

1. Service and Recruitment Area

Mile High Early Learning is applying for Head Start slots to serve 234 children in quality early childhood settings in the following neighborhoods that are considered areas of cumulative disadvantage on the Child Wellbeing Index, with children in these areas having more obstacles to success. The Community Assessment has made clear that our centers/partner sites are in neighborhoods that need high quality early childhood education and family services.

- Westwood, College View, Harvey Park, Mar Lee, Ruby Hill, Athmar Park, and Barnum neighborhoods — served by MHEL through its *Westwood Early Learning Center*; our *new early learning center, Lifespan Local 's Westwood Redeemer, and KIPP*.
- Lowry, East Colfax, Windsor, and Montbello neighborhoods — served by MHEL through its *Lowry Early Learning Center* and *new early learning center Mercy Housing's The Rose on Colfax Early Learning Center* (we will be recruiting families from Montbello).
- Sun Valley, West Colfax, Villa Park, and Lincoln Park neighborhoods – served by MHEL through its *Rude Park Early Learning Center*.
- Five Points, Cole, Clayton, Whittier, City Park West, Northeast Park Hill, Elyria Swansea, and Globeville neighborhoods — served by MHEL through its *Anna Jo*

Garcia Haynes and Northeast Early Learning Centers (we will recruit from Elyria Swansea and Globeville).

- North Capitol Hill — served by MHEL through *Warren Village*.
- Montbello and Green Valley Ranch, served by MHEL through *Academy 360*.

A total of 72 children will be served by MHEL through partnership slots.

Partner – Warren Village focuses on helping low income, single-parent families make the journey from poverty to self-sufficiency utilizing a Two-Generation approach. Warren Village provides transitional housing and comprehensive resources to empower these parents to change their life trajectory, and all of the families experienced homelessness or housing instability prior to moving into the facilities. The United Airlines Early Learning Center provides high quality, on-site developmental care and early childhood education for more than 100 children. MHEL proposes to continue our partnership with Warren Village that also serves families from North Capitol Hill.

Partner – KIPP Sunshine Peak Elementary provides early childhood programming for 3 and 4 year-old students in Westwood. KIPP's program places emphasis on the whole child, using data to develop play-based and small group learning experiences for students that address the domains of social/emotional, language/literacy, math/science, motor, and cognitive development.

Partner – Academy 360 is a preschool through 5th grade elementary public charter school located in Montbello (Far Northeast Denver). Academy 360's mission is to develop students' minds, bodies, and characters so they may lead healthy and fulfilling lives in school, college, and beyond. Academy 360 seeks to continually expand its wraparound services and partner programming to serve students cradle to career and is eager to offer Head Start programming.

MHEL had preliminary discussions with each potential partner who has indicated interest. The annual calendar and schedule will meet the minimum 1,020 hours of service.

2. Needs of Children and Families

The Introduction to the Community Assessment notes that "Children who live in low income or chronically disadvantaged neighborhoods often experience significantly lower outcomes in health, early childhood education, K-12 education, and post-secondary success than their more advantaged peers." It also notes that poverty alone does not determine child wellbeing but rather "a culmination of factors that come together that present significant challenges to children and families." MHEL's children and families are from under-resourced neighborhoods and impacted by the indicators listed in the Child Well-Being Index as disadvantages. Meeting the goals and objectives outlined above will mitigate the impact. MHEL's strategic plan has guiding principles that include all children deserve a community that centers on their unique learning, growth, and development and the engagement of families as champions for this growth and development. These principles and the Community Assessment informed the goals and objectives above. MHEL believes that if the goals and objectives outlined expand the opportunity for children in Denver to be school ready, these children will be able to read at grade level by third grade, remain in high school, be employed, and not be engaged in criminal behavior, thus realizing the opportunities outlined in the Child Well-Being Index.

MHEL will serve, through its centers and partners, children in Denver who live in low income neighborhoods with multiple obstacles to success (as described below using the Child Well-Being Index) and that are classified as child care deserts (with all or parts of the neighborhood classified as a child care desert). Overall, the neighborhoods to be served demonstrate that the majority of children under age 5 are children of color; that more Hispanic

and African American children live in poverty than do White children; that these neighborhoods are under-resourced; and that children living in these neighborhoods struggle academically. The following paragraphs provide data specific to the neighborhoods to be served.

The Child Well-Being Index takes eleven indicators that measure differences in education, health, and community opportunities and statistically aggregates those indicators to provide a snapshot of opportunity for Denver children by neighborhood. Those indicators include births to women without a high school diploma, teen births, overweight or obese children, kindergarteners not at grade level, third graders not reading at grade level, ninth graders chronically absent, adults without a high school diploma, children in single-parent families, child poverty, violent crime, and unemployment.

On a scale of 1-5 with 5 being an area of multiple obstacles to success, the Denver neighborhoods that will be served through MHEL and its partners are rated either a 3, 4 or 5 and are described as areas with multiple obstacles to success.

As of January 2023, the total population of Denver County was estimated at 750,130 people¹. Hispanics, representing the largest ethnic group in Colorado, comprised 29% of the total county population, while 10% of Denver's population is African American.²

In Denver, children of color and mixed race/ethnicity made up 66% (93,300) of the total child population 18 years and younger. The largest ethnic group in Denver is Hispanic with 47% of children being Hispanic.³ In all neighborhoods to be served by MHEL, children of color make up more than half of the child population in each neighborhood.⁴ 36% (50,000) of Denver's

¹ World Population Review

² US Census Bureau

³ US Census Bureau

⁴ *ibid*

children were from immigrant families, with 71% originating from Latin America. In four neighborhoods served by MHEL and its partners, the rate is between 60-87%—Elyria Swansea, Westwood, and East Colfax.⁵

In the neighborhoods to be served by MHEL and its Partners, 27-55% of the population is African American in three of the neighborhoods: Sun Valley, and East Colfax. The Hispanic population is 58-83% in several neighborhoods (e.g., Elyria Swansea, Westwood, Harvey Park, Ruby Hill, Athmar Park, Barnum).

Approximately 49,000 children under 6 live in Denver—6.5% of the total population. In all neighborhoods served by MHEL, children under 6 comprise over 9%, and in others including Westwood, East Colfax, Five Points, and East Colfax, children under 6 are 12-24% of the total population.⁶ MHEL continues to serve neighborhoods with high birth numbers. Several neighborhoods, e.g., Westwood, Ruby Hill, and Five Points, had the highest number of births according to the Community Assessment (260-674 births).

According to the latest US Census Bureau estimates, approximately 7,400 or 17% of Denver children under age 5 were living in poverty. In all neighborhoods served by MHEL, almost one quarter of children live in poverty. In six neighborhoods, over 55% of children live in poverty.⁷ Approximately 13% of Denver's children live in areas of concentrated poverty, defined as census tracts with a poverty rate of 30% and higher. Several neighborhoods served through this proposal (e.g., Westwood, Sun Valley, and East Colfax) are areas of concentrated poverty.⁸ In 2017, 45,000 children, or 34%, lived in single-parent households in Denver. This number is significantly higher at 51-79% in many neighborhoods to be served. Across Denver, 13% of

⁵ *ibid*

⁶ Denver Office of Children's Affairs

⁷ *ibid*

⁸ *ibid*

adults have less than a high school diploma, although that is higher in the neighborhoods to be served by MHEL—as high as 30-50% in Elyria Swansea, Westwood, and Sun Valley. In the neighborhoods to be served by MHEL, less than a quarter of adults have a bachelor's degree.

The East Colfax Neighborhood, to be served by Lowry and through MHEL's partnership with Mercy Housing, is one of the Denver's most ethnically diverse with 65% of residents identified as non-white and 26% being foreign born. The neighborhood is also one of the City's poorest, with 23% of families in poverty (which is four times the average poverty rate in Denver), and a median household income of \$44,000, which is below the 40th percentile for the City's median income. The neighborhood is increasingly vulnerable for involuntary displacement and gentrification. The neighborhood broadly defined as East Colfax, from Quebec Street to Yosemite Street from west to east and Montview Boulevard to 11th Avenue from north to south, has remained one of the last “affordable” homeownership markets in comparison to others in Denver. The census tracts comprising the neighborhood are part of the City's overall most gentrified tracts, which placed Denver in 2nd position in the U.S. for the most gentrified city. Over 55% of renters in the neighborhood are paying more than 30% of income on rent.

Mercy Housing opened a new early learning center that is located at a mixed-use development in the East Colfax neighborhood of Denver—Rose on Colfax. The development combines affordable apartments with an affordable quality child care space to offer a community inspired family focused property. The site is uniquely positioned to help influence the future development along the commercial East Colfax Corridor and stem the displacement in the neighborhood. Centrally located approximately six miles east of Denver's Central Business District. The new center will be operated by MHEL in accordance with HSPPS.

Five of our centers/partner sites are in neighborhoods (Cole, Westwood, Clayton) that have more than 13% of the population without health insurance. Six of our centers/partner sites are in neighborhoods (Cole, Westwood, Sun Valley, Clayton) where at least 17% of children are living in poverty. Six of our centers/partner sites are in neighborhoods (Cole, Sun Valley, Westwood, Clayton) where 12% of households receive public assistance income or Supplemental Nutrition Assistance Program. These neighborhoods include families who qualify for our services.

For Denver as a whole, approximately 33% of children are living in single-parent households. Single-parent families often struggle to provide basic needs for their families because of only one income source. Furthermore, 14% of children living in Denver under age 5 were living in poverty in 2019. According to the Community Assessment, “children enrolled in high-quality preschool programs are less likely to repeat grades, need special education, or engage with law enforcement, and are more likely to graduate from high school, earn more money, and own homes as adults.” Our service area continues to include families that have few options for quality care and in areas with the greatest obstacles to success.

The COVID-19 pandemic has had sweeping consequences for those experiencing homelessness and also for those at risk of losing housing. 2021 data show a 40% increase in those staying in the region's emergency shelters and a 99% increase in those identifying as newly homeless. Nearly half of these households identify as BIPOC (Black, Indigenous, People of Color) and 47% are households with children — all target populations for MHEL’s programs. The number of children with disabilities in Colorado has increased every year since 2015—currently over 15,000 children ages 3 to 5. During the most recent school year, Colorado Department of Education reported a 3.8% increase in the number of children with disabilities

aged 3 to 5 being served compared to a 1.2% reported increase the year prior. Over 10% of children ages 3 to 5 in the neighborhoods served by MHEL receive special education services.

All neighborhoods in Denver to be served by MHEL and its partners are also designated as Geographic Priority Areas by Mile High United Way (MHUW), a leader in Metro Denver's efforts to fight for the education, health, and financial stability for everyone in our community. MHUW's Geographic Priority Areas that encompass this applications' proposed service area have higher than average need and fall between 0.5 – 2 on MHUW's Community Need Index and below 40% poverty. These neighborhoods are also designated by MHUW as having higher than average child poverty (>15%), low birth weights, and limited access to child care.

In 2019, Colorado's population of children was 193,095. Only 18.7% can be served by licensed child care capacity, which means that over 80% of children under 3 across the state do not have access to high quality early care and education.

In Denver, there are approximately 23,200 licensed child care slots at child care centers and family child care (approximately 387 total programs) — compared to 49,000 children in Denver under age 6. The licensed capacity numbers above are all licensed slots, and child care providers often enroll fewer children than their licensed capacity. Less than half of child care programs in Denver enroll more than one child receiving Colorado Child Care Assistance Program (CCCAP) due to low reimbursement rates and paperwork burden leaving working families with limited options for child care.

MHEL serves areas where child care options are limited compared to the estimated eligible population. According to the Community Assessment, the neighborhoods of East Colfax, North Capitol Hill, Elyria Swansea, Green Valley Ranch, Barnum, and Athmar Park can provide

child care to only 5%-25% of the eligible population. Westwood, Ruby Hill, Whittier, and Montbello can serve only 26%-50% of the eligible population.

MHEL worked with Mercy Housing to conduct a focus group in August 2020 with residents of the East Colfax neighborhood — where only one high quality child care center exists and where Mercy Housing is building the new development with affordable housing and a child care center. We learned more about the needs of East Colfax residents: 65% of respondents who are seeking child care shared that the inability to afford child care is the top reason for why they are not using such services; 75% of respondents state that affordability was the most important aspect; and 60% identified proximity to work as a priority.

3. Proposed Program Options and Funded Enrollment Slots

MHEL will use its existing center-based model to serve children at its centers and partner sites, as outlined in the chart below. As a Head Start and Early Head Start grantee and delegate of DGKHS, MHEL has the processes and systems in place to ensure compliance with all requirements.

Families in the neighborhoods served by MHEL are in need of high quality early care and education for their children, and our center-based model, with full-day, and extended -day options, allows us to meet the needs of children and families for high quality early education, as well as comprehensive support for their families including health, dental, and mental health services. We will continue providing services through our existing early learning centers, our two new early learning centers, and partner sites – including existing partner sites and two new partner sites. All our locations and partner sites will serve children and families most in need of services.

Proposed Funded Enrollment Slots	Slots		
	PD	FD	FD with CC AP
Mile High Early Learning Centers			
Westwood		30	20
Redeemer		10	
Rude Park			9
Anna Jo Garcia Haynes			16
Northeast		14	
Lowry		42	27
The Rose on Colfax “Mercy Housing”		10	
Mile High United at MHEL		8	
Current Partners			
Warren Village		16	
KIPP		16	
Academy 360		16	
SUBTOTAL		162	72
TOTAL		234	

4. Centers and Facilities

MHEL will continue to serve children at its centers (Lowry, Westwood, Northeast, Anna Jo Garcia Haynes, Rose on Colfax, and Rude Park) and partner sites (Warren Village, and KIPP) approved by Denver Great Kids Head Start in previous years, along with two new MHEL early learning centers.

MHEL is opening two new early learning centers in the coming year (one early learning center in partnership with Mercy Housing and one in partnership with Lifespan Local).

New MHEL partner, MHEL United at MHEL, is an employer-based early care and learning center to serve their employees’ families as well as the broader community. The new early learning center will have five classrooms: two infants, two toddlers, and one preschool. Through a partnership with Lifespan Local, we will open an early learning center in Southwest

Denver, which is home to immigrants and refugees who speak myriad languages, and historically to a significant Indigenous community. These neighborhoods face gentrification or risk of gentrification, and children have less opportunity than their peers in other parts of the city. In Westwood, for example, 79% percent of residents are Latino, and a large proportion of the population is Mexican immigrants.

Lifespan Local purchased the Redeemer Lutheran Church in Southwest Denver and work has begun to transform this space into a community center that will be known as Westwood Redeemer. This hub of community well-being will include MHEL's early learning center, a Denver Public Library branch, youth discovery lab, hydroponics, mental health supports, legal services, a community kitchen, event space, and many more wraparound services for the community.

KIPP, Academy 360, and Warren Village are currently licensed to serve preschool age children. Mile High United Way and Lifespan Local will complete the development of their new early learning centers in 2024. The new early learning centers will be operated by MHEL in accordance with Head Start regulations that MHEL adheres to for the operation of its other centers where HS and EHS children are served. As needed, MHEL's Certified Playground Inspector will visit sites to provide guidance about developmentally appropriate outdoor play space design.

5. ERSEA

MHEL enrollment staff uses DGKHS's established selection criteria factors. MHEL's selection criteria for the remaining 40% are: child welfare referral-15 points; disabled parent/guardian with special needs-12 pts.; parent working or enrolled in school or training program-10 pts; child has no health insurance-8 pts; grandparent/or custody by an alternate family member-8 pts.;

incarcerated parent-10 pts.; caregiver does not have GED or high school diploma-8 pts.; child is transferring from another Head Start program-5 pts.; sibling enrolled-6 pts. To reach those most in need of Head Start services, MHEL develops and implements a recruitment process designed to reach families in neighborhoods showing the greatest concentration of needs. Although enrollments are ongoing, most recruitment activities are concentrated in the summer months when FCAs attend community events to conduct outreach. MHEL partners with agencies serving a similar population to refer families to MHEL: refugee resettlement programs, homeless and transitional housing programs, family resource centers, and teen parenting programs. For each new school year, members of the leadership team, PC, and FCAs review the previous year's data and evaluate the program's level of success reached in serving those children and families with the greatest needs, as well identifying future trends. Information from the MHEL Child and Family Database, PIR, Community Assessment, parent satisfaction surveys, census reports, and other sources of demographic data are reviewed. The group discusses the risk factors that may play a part in the child's success and reviews the selection criteria to ensure that the most vulnerable children are being reached. Once a family contacts MHEL, they complete a preapplication, which is assessed by FCAs using the selection criteria. If there is not an opening, a family's pre-application is placed on the waitlist in order of the cumulative points from the selection criteria. MHEL staff assist families with completing a full application. MHEL's Family Services Director (FSD) will train all family support staff on Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA) HSPPS and culturally competent and responsive practices. MHEL supports each partner to maintain a waitlist of eligible and interested families and prioritize them based on scores from the selection criteria.

MHEL implements several strategies to ensure that children with special needs are recruited and enrolled that include outreach activities such as brochures, presentations, and information sharing with disability advocacy groups, coordinating councils (of special needs service providers), and Child Find; outreach to DGKHS Health Services Advisory Committee, hospital based clinics, and programs for children with identified disabilities; participation on the Denver Interagency Coordinating Council; MHEL's selection criteria which prioritizes families with children with special needs; continued enrollment of children with IEPs from the previous years. The Disabilities/Mental Health Manager monitors and supports recruitment practices to ensure that MHEL meets or exceeds the threshold. At the beginning of the year, staff implement the MTSS process and refer a child when developmental concerns are identified.

At the time of enrollment, each family completes an on-site orientation with center staff and is provided with information about the important long-term benefits of regular attendance. Each day the FCAs check attendance in every classroom and call families of children who are not in attendance and have not contacted the center to communicate a reason for the absence. During those calls FCAs determine the reason for the absence, when the child is expected to return, and if the family needs additional support. If additional support is needed, the FCA works to connect the family to the needed resources to ensure the child's return to the center. An example of this could be making a referral to MHEL's health team for medical support.

MHEL notes in its Parent Handbook that regular attendance and prompt daily arrivals provide the consistency, order, and sense of empowerment that are so important to young children and are essential in developing lifelong skills. MHEL has identified specific health areas that will guide parental decisions for keeping children home. Program directors and FCAs work with parents to ensure all obstacles facing families are addressed and support parents in maintaining

attendance – including access to transportation. Each family is assigned an FCA who works closely with families to promote regular attendance and help them navigate challenges that affect their ability to bring their child to school.

Enrollment is reported weekly to MHEL to ensure ongoing full enrollment, identify, and fill 30-day vacancies, and plan for children's transitions. Throughout the year, FCAs continue to work with social service agencies and partners for referrals of eligible families and children.

6. Education and Child Development

MHEL utilizes a Montessori Inspired (MI) curriculum with the foundation rooted in the traditional Montessori approach that is aligned with the Head Start Early Learning Outcomes Framework (HSELOF) and Colorado's Early Learning and Development Guidelines. Montessori education, developed by Dr. Maria Montessori, is a child-centered educational approach based on scientific observations of children from birth to adulthood. Montessori has been time tested with over 100 years of success in diverse cultures throughout the world as a developmentally, linguistically, and culturally appropriate educational framework. It is a view of the child as one who is naturally eager for knowledge and capable of initiative and learning in a supportive, thoughtfully prepared environment. This approach values the human spirit and the development of the whole child. To best meet the needs of children and the population we serve, we have integrated additional innovative strategies and new best practices that emphasize learning in the areas of STEM, literacy, and social-emotional development. MHEL worked closely with certified Montessori experts in the initial development of this approach to ensure that our work is grounded in the Montessori pedagogy. MHEL engaged School Readiness Consulting (SRC), an external content area expert, to develop these adaptations. SRC is a nationally recognized expert organization that works with early learning programs, school districts, educational associations,

and foundations on developing data driven curricular approaches structured to meet the school readiness needs of their individual communities. SRC consultants have in-depth experience in early learning programs including Head Start, TSG, coaching, program evaluation, and professional development. SRC has developed the MI Rubric for teacher practices that incorporates Montessori philosophy, CLASS, TSG, and HSELOF so that teachers have clear guidelines and an integrated approach for implementing this curriculum with fidelity.

The Montessori Inspired approach has an organized scope and sequence with detailed plans and identified materials for learning experiences to facilitate children's progress towards school readiness goals. The standardized teacher training for implementation of the MI curriculum includes preservice training, individual study, ongoing training, MI Professional Learning Communities, and coaching. Fidelity to the curriculum is maintained through: standardized training on a) introduction to the curriculum, b) expectations and use of classroom materials and regularly scheduled observations (a minimum of twice per year) utilizing the MI Rubric to ensure full compliance in the implementation of the curriculum; job embedded coaching on the implementation of the curriculum facilitated by coaches with expertise in the curriculum who each hold a current Colorado Coaching Credential. The adaptation, as demonstrated in the MI Curriculum Scope and Sequence, optimally facilitates children's progress toward meeting school readiness goals.

Within MHEL's programs, teaching and learning is inspired by the work of Maria Montessori. MHEL takes the key elements of Montessori's approach and blends them with other high quality and effective early childhood education practices so that every child will have the experiences and supports they need to be successful in school. Dr. Montessori believed that the child is at the center of the learning process and that through interactions with teachers, other

children, and the materials in the classroom, the child develops self-confidence, independence, perseverance, and concentration—all important for school readiness. Teachers and education coaches use MHEL’s Montessori Inspired Fidelity Curriculum Rubric and Scope and Sequence to ensure fidelity of implementation. Pyramid Plus, a curricular tool to support social emotional development, is incorporated to meet the needs of the children. The curriculum also includes a special emphasis on diversity and equity, so the children and families’ backgrounds are incorporated into the classroom environment, materials, and plans.

MHEL uses the Head Start Early Learning Outcomes Framework (HSELOF) as a guide for teaching instruction. Below are examples of how our Montessori Inspired curriculum has been aligned with the HSELOF.

Social/Emotional Development—*Children display developmental growth in their social-emotional skills, demonstrated by meaningful relationships with peers and adults and an increase in independent problem-solving skills.* MHEL provides opportunities for children to enhance their social/emotional development. The Practical Life center in the classroom provides opportunities for children to practice the grace and courtesy aspects of Montessori—greetings, manners, and social interactions. MHEL classrooms also have dramatic play areas where children can develop social and emotional skills through cooperative play. In addition to Montessori, all teachers are trained in the Pyramid Plus approach which improves the social and emotional competence of young children. Two MHEL staff are certified trainers.

Approaches to Learning—*Children exhibit an increasing ability to engage in their environment by seeking out new information, asking questions, and exploring interests.* This area incorporates emotional, behavioral, and cognitive self-regulation, and is the foundation of Dr. Montessori’s philosophy that encourages children to engage in their environment by exploring materials that

engage and encourage a child's curiosity. MHEL's Montessori Inspired approach provides opportunities for children to grow executive function and self-regulation skills where children develop sustained attention (or the ability to concentrate), a 'love of work,' age appropriate impulse control (or self-discipline), and positive social behavior. Children choose their 'work' and are allowed to set the pace of their own learning. The organization of the classroom with Practical Life, Sensorial, Language, Dramatic Play, STEM (Science, Technology, Engineering, Math), and Culture & Music and Art areas are set up to support the development of these vital life skills.

Perceptual, Motor and Physical Development and Health—*children display an increased understanding of health and wellness habits as well as an individual progress in their physical abilities and skills.* Teachers support children's outdoor classroom and activities such as throwing a ball or riding a tricycle. Through Culture of Wellness physical and nutrition activities, children learn the importance of taking care of their bodies. Children also learn about how their bodies move and how good nutrition helps them learn and grow. Fine motor skills are practiced in the Practical Life area of the classroom, where activities such as pouring, using tongs to transfer small objects from one container to another, and the 'dressing frames' materials which allow children to practice buttoning, zipping, and tying. The Sensorial area is host to materials which encourage an exploration of the senses such as 'sniff jars,' (small containers with items for a child to decipher smells) and 'sandpaper letters' (children trace sandpaper letter shapes to see and feel the letters they are learning).

Language and Literacy—*Children display growth in the acquisition of listening, speaking, reading, and writing skills.* Teachers model language by describing their actions, scaffolding vocabulary, and engaging in conversations to extend and grow children's language skills

throughout the day. Children have opportunities to be in large and small groups to listen to and tell stories or share books one-on-one, supporting literacy development as well as creating a foundation for higher order thinking skills which builds positive cognitive processing.

Montessori materials in the Language area allow children to explore the many facets of language and literacy. Items such as the Moveable Alphabet (letters used to spell out words and build phonemic awareness), Sandpaper Letters (cursive small and capital letters), classification picture cards, and writing utensils all support pre-writing and early literacy skills. MHEL works with families to extend the learning at home by offering literacy education activities which encourage caregivers and children to enjoy reading. MHEL support families in building their home libraries by making books available to take home and, for parents who aren't literate in English, teach *Dialogic Reading* techniques and offer books in languages other than English.

Cognitive and General Knowledge—*Using pre-existing knowledge of the physical and social world, children demonstrate growth in higher order thinking such as reasoning and cognitive problem solving.* Through the implementation of the Montessori Inspired curriculum, cognitive development, and general knowledge are supported in several areas within the classroom including Sensorial, Practical Life, and STEM. Teachers also incorporate the Erikson Math curriculum to further support learning in this area.

Fidelity to the Montessori Inspired curriculum is maintained through standardized training on a) introduction to the curriculum; b) expectations and use of classroom materials; and c) regularly scheduled observations (a minimum of twice per year) utilizing the Montessori Inspired Curriculum Fidelity Rubric (MI Rubric) to ensure full compliance in the implementation of the curriculum. Job embedded coaching on the implementation of the curriculum facilitated by education coaches who each hold current Colorado Coaching Credential. Education coaches

assess teachers' practices with the MI Rubric, set goals with teachers, and provide ongoing job-embedded coaching as well as ongoing professional development, which will be captured in coaching logs. Each teacher will receive practice-based coaching cycles throughout the year.

All MHEL partners implement research-based and developmentally appropriate curricula with oversight from MHEL's Chief Learning Officer (CLO) to ensure that the curriculum is aligned with the Head Start Early Learning Outcomes Framework (HSELOF) and Colorado's Early Learning and Development Guidelines Birth to 8. Partners will receive ongoing technical assistance and training from education coaches and other MHEL staff as needs are identified. Education Coaches also provide intensive support through job-embedded coaching, goal setting, mentoring, and modeling to ensure high quality teaching and learning for Partners.

Regarding teaching practices, all sites will use the Classroom Assessment Scoring System (CLASS™), a validated observational tool used to identify and describe the classroom interactions that best support children's development and learning. Each classroom receives a semi-annual observation from a certified observer. The results of observations are used to inform teachers' professional development and coaching needs and to provide data on adult/child interactions. Observers are trained across age levels.

Each of MHEL's sites employs a full-time program director who provides ongoing supervision to staff and on-the-spot performance feedback and support as needed. Education coaches are utilized to provide embedded mentoring, modeling, and support to teachers. Annual evaluations are conducted between supervisor and supervisee as a means of providing formal feedback, establishing performance goals, and informing professional development needs individual to each employee. The CLO provides oversight for the Director of Workforce Development who supervises the education coaches, plans for professional development efforts

across the organization, and supports MHEL's professional development CDA program.

Teaching Strategies GOLD (TSG) is a validated child assessment tool based on the research gathered through careful observation and documentation of each child's development across a continuum of 38 objectives for development and learning. TSG will be used to assess all children three times a year across all curricular approaches. All staff will receive training and support on administering and using data from TSG and CLASS to inform planning and instruction. All programs in Colorado receiving state preschool program slots are required to use an authentic child assessment that is developmentally appropriate, ongoing, naturalistic, multifaceted, and employs a whole-child approach. Currently, two tools are approved to meet this requirement—TSG and HighScope Child Observation Record. TSG's developmental continuum bands for infants, toddlers, and preschoolers provide continuity for teachers and families of MHEL enrolled children. The tool is also standardized for dual language learners and children with special needs. All programs currently use data-informed practices to ensure the delivery of high-quality services. Partners will use TSG child assessment which is tracked via a web-based data management system that can be accessed by MHEL staff to aggregate grantee-level data. Assessment data is used in several ways to inform program planning on all levels. At the individual child level, this information is used by teachers to individualize lesson plans, shared with parents during conferences and home-visits to enhance home-to-school connections, and considered in partnership with developmental screenings, social/emotional screenings, and teacher and parent observations to determine if a child may need to be referred for additional services. At the classroom level, TSG data, along with CLASS scores, and observations using the Montessori Inspired Rubric and scope and sequence (or other Curriculum Fidelity tools) are used to determine areas of focus for coaching. At the program level, TSG scores can be used to

monitor progress toward meeting school readiness goals and broader program goals. Aggregating data across classrooms and sites allows MHEL to monitor trends and implement changes to the program that will improve outcomes for all children.

Preschool children within MHEL's centers receive developmental and social/emotional screenings within 45 days of enrollment using the Early Screening Inventory-Revised (ESI-R) and Devereux Early Childhood Assessment (DECA). When interpreting screening results and determining next steps, special consideration is given to children who are dual-language learners. The ESI-R and DECA assessments are considered alongside a body of evidence to identify areas of growth for each child. In addition to developmental and social/emotional screenings, all children are screened for speech/language concerns from Marion Downs Center. Children who are identified as having a potential delay in any area are monitored in MHEL's Multi-Tiered Systems of Supports (MTSS) process. Using observations, data collection, and intervention tracking, the team, including the family, will determine if a referral for special education evaluation is appropriate.

Families are closely involved in the planning process for their children. During initial home visits, teachers and parents work together to set individual goals for the child. These goals are incorporated as teachers individualize their planning for each child in the classroom. Throughout the year, results from each of the TSG checkpoints are shared with families at conferences and home visits. This allows families to see their child's growth in each of the domains of our school readiness goals, and also supports teachers in providing caregivers with activities to do with children at home to extend learning beyond the classroom. Additionally, MHEL's school readiness goals were developed with input from the MHEL's Head Start Policy Committee. Parents provided feedback on the proposed goals and approved the final version.

Members of the parent governing bodies also support the program by sharing information about the school readiness goals with other parents in their respective centers. Each school readiness goal requires the foundational support of the families' knowledge, skill building, and engagement in their child's development across all domains. Parents will participate in annual interest and satisfaction surveys, which help provide direction for programming for families.

7. Health

MHEL works diligently to ensure the health and safety of children and has a comprehensive plan to ensure the health and safety of all children and staff at each site. Our policies and procedures often exceed state and local requirements for licensing of our facilities. Our staff are trained in both licensing and health regulations in initial onboarding and are supported throughout their careers as new information is released and/or a need is seen. Staff receive training in Safe Sleep, Shaken Baby, Child Abuse Prevention and Reporting, Early Intervention and Preschool Special Education, Working with Early Childhood Consultants, Recognizing the Impact of Bias, FEMA, OSHA (per site), and Playground Safety at onboarding so that they are prepared immediately to keep children safe and well in the classroom. Staff complete an indoor Classroom Safety Checklist and outdoor Playground Safety Checklist each day to ensure the spaces are ready for children upon entry. Staff complete a Daily Health Check for each child as they arrive to ensure we are supporting the child's health and wellbeing to the best of our ability. We follow our 'How Sick is Too Sick' policy, created by Denver Health and Hospital Authority (DHHA), to determine when staff and/or children are not well enough to attend. With the guidance of our DHHA nurses, we support staff and families back to health.

Our cleaning protocols include a regimen of sanitizing and disinfecting each day — before children arrive, before and after meals, before and after diapering, before and after many sensory

activities, and at the end of the day when children have gone. Materials are maintained and consistently monitored from a health and safety lens and removed and replaced as needed. MHEL's Maintenance Technicians make regular inspections at each center using checklists to identify potential hazards to staff, children, and families inside and outside the facilities. The Technicians also use the DGKHS Health and Safety Checklist to perform monthly inspections at centers including measuring the water temperature at sinks, checking lights, smoke and carbon monoxide detectors, and expiration dates on fire extinguishers, and inspecting playgrounds. They assist with requests on a regular basis to keep the facility and classrooms in good working order. MHEL practices monthly emergency drills for fire, evacuation, and tornado, to support children's and staffs' ability to react quickly and calmly during emergency situations. Each MHEL center has an Emergency and Disaster Preparedness Plan in case of fire, tornado, or other safety emergency. Evacuation plans are posted at the exit door of each classroom, and families sign a Reunification Plan at orientation so that they know where they need to pick up their child if the center is evacuated. Emergency protocols are evaluated each year and adjusted as needed. MHEL staff coordinate with DGKHS for supplemental support for health, mental health, nutrition, and oral health. Regularly scheduled team meetings ensure staff plan, implement, and document needs including the use of vendors and support services. Monthly comprehensive reports ensure all timelines are met. MHEL partners with DHHA and an expanded health team that work to provide support for these services to children and families. DGKHS contracts with the Center for Hearing, Speech, and Language to provide vision, hearing, and speech screenings for children at MHEL. These screenings are scheduled within 45 days of the start of the school year and again every 45 days throughout the year to ensure any newly enrolled child meets the timeframe. The results of these screenings are shared with parents and documented in the child's file and in MHEL's database. Referrals based on the

results are made at the time of parent notification with appropriate resources shared. Monthly reporting monitors referral status and any follow up. Health staff support families throughout the process. Delivery of comprehensive services for health and wellness begins at enrollment. MHEL contracts with Denver Health to provide a comprehensive health team to assure adherence of EPSTD standards and address the medical needs of enrolled children. In collaboration with parents, current health information is gathered at enrollment with support from family services and health team. Assistance is provided to secure a medical and dental home for all children as well as health insurance. Health information is reviewed and if needed the team provides support to obtain any missing or required updates. The health team is also notified if a child has a chronic health condition that may necessitate development of a health care action plan. All information is reviewed by the health team monthly and monitored for continued compliance throughout the school year. The health team also supports parents with navigating community health systems for appointments, referrals, and resources.

The health team ensures all children have a complete health evaluation including vision, hearing, and BMI screenings within 45 days of enrollment. If a child is identified as needing a referral, the health team works with parents to obtain resources. MHEL partners with a Denver Health dentist to provide onsite dental exams within 90 days of enrollment to all children whose parents have provided permission. The added benefit of this partnership is children who need follow up care may also obtain this at a Denver Health dental clinic promoting continuity of care. The Denver health team also provides parents and children with education and resources to promote health and wellness.

The health team is comprised of two RNs and LPNs from Denver Health who work with HS children and families. The LPNs are certified health professionals who can administer

medications, perform screenings, and maintain health records. The Registered Nurses provide health consultation including center specific health training, medication administration training and delegation, and developing healthcare action plans. The LPNs determine or assist in establishing a source of ongoing and accessible medical and dental care; complete health screenings including vision and hearing screening, height, weight, and blood pressure if not noted on Physical Examination within 45 days of entry to the program, and ensure all children receive a dental evaluation within 90 days of entry to the program. Through direct contact with children and parents, the health team ensures that identified health and dental needs are addressed.

MHEL is partnering with Resilient Futures to provide training and support on trauma-informed care and culturally responsive practices with an equity lens. Resilient Futures uses the HEARTS (Healthy Environments and Response to Trauma in Schools) framework to promote resilience in trauma-impacted communities. All staff receive over eight hours of content on trauma, cultural humility, and resilience. The Trauma-Informed Care Implementation Team was formed to support staff in their use of trauma-responsive practices in classrooms, centers, and administrative spaces. The team is expanding its membership to ensure representation from all MHEL sites and job roles, including teachers, FCAs, program directors, and MHEL's leadership team.

Currently, MHEL partners with WellPower to provide embedded early childhood mental health consultation in all its centers. The consultant brings a mental health lens to the center, educating staff and families on issues related to social and emotional development and mental health through reflection and trainings. WellPower consultants provide consultation on three levels. Program-focused consultation includes providing program-wide trainings as well as

center-specific guidance, which allows program directors to tailor consultation to meet the unique mental health needs of their center communities. Classroom-focused consultation supports teachers with their own practice and helps to support classroom management by providing strategies for developing relationships with students, as well as increasing the social and emotional capacity of individual children. Child and family-focused consultation supports teachers and families in assessing and addressing an individual's child's needs. Consultants are able to refer identified children to WellPower for additional child and family therapy, as well as support families with mental health resources.

For partners that have internal staff to provide mental health support for children and families as well as training for staff, MHEL's disabilities/mental health manager provides overall coordination, consultation, and referrals for mental health services. As necessary MHEL's disabilities/mental health manager will support partners in the provision of mental health consultation for their programs.

Each Partner will outline steps to ensure a safe environment (e.g., medication administration and storage, illness attendance policy, injury prevention, evaluating safety of equipment) to meet HSPPS. MHEL reviews Partners' planning and policies related to facilities' health and safety measures. Partners will foster the overall health of children and families through health, nutrition, and physical activity practices. Within the first 90 days of a child's enrollment, MHEL's LPN will work with Partners to ensure that children have a source of medical and dental care and are up to date on all primary and preventative health care (well-child visits and immunizations). Every Partner will participate in the USDA's CACFP and will implement nutrition practices that meet the nutritional needs and feeding requirements of each child and take into account nutrition assessments, family eating patterns, and cultural

preferences. Three-month cycle menus are reviewed annually with input from parents and staff to ensure that ethnically diverse foods are served in response to the children and families' ethnic and cultural backgrounds. MHEL's Nutrition Program Coordinator will provide ongoing monitoring and professional development for teachers and cooks across the network as appropriate.

8. Family and Community Engagement

MHEL's family and community engagement team maintains effective relationships with several community resources that support family well-being. MHEL's close relationship with Denver Human Services allows staff to communicate directly with caseworkers and support families in navigating their benefits such as CCCAP and Colorado Works (TANF). Established referral relationships with agencies such as WeeCycle—provides children's items like clothing, bedding, etc. and The Gathering Place—provides basic needs and homelessness services that allow MHEL to quickly respond to families. FCAs meet regularly to share other resources. Families are actively involved in the planning process for their children. During initial home visits, teachers, advocates, and parents work together to set individual goals for the child. These goals are incorporated as teachers individualize their planning for each child in the classroom.

MHEL utilizes a strengths-based approach to working with families. Each enrolled family is supported by an FCA, who collaborates with families to create a Family Partnership Agreement that is based on the parents' unique insights and goals for their family. Much of the information that guides the discussion and development for partnership agreements is gained during an initial strengths and needs assessment given to each family. Parents complete an initial interest survey to help determine activities for families based on their areas of interest. Parents also complete an annual evaluation that provides feedback and direction for staff. Data from

these surveys and assessments, along with information about caregiver participation and male engagement, is tracked in MHEL's child and family database. Data is reviewed regularly by the Family Services Director and Head Start Director to ensure programming is meeting the needs of families and to track progress towards individual family goals. MHEL uses the HSPFCEF to ensure that systems, activities, and programming are in place to support authentic engagement and partnerships with parents, grandparents, and other kinship caregivers. This work includes conducting an audit of current policies and practices to determine what is working and where there are opportunities for growth. MHEL provides resources to ensure that parents receive information in their home or preferred language through on-site translation by bilingual staff, contracted or paid interpretation services, and telephonic interpretation services. Advocates also have access to a paid translation application on an iPad to use when necessary. An FCA's average caseload is 40-55 families, and each family is contacted weekly.

FCAs and education staff will work closely to understand the child in the context of her or his family, create classroom-based family and male engagement activities that reflect the cultural and linguistic backgrounds of the families, and integrate family support and child development services to expand everyday learning by linking classroom experiences with activities at home. We maintain a framework of education and resources that support linguistically and culturally responsive social-emotional development and early learning strategies for children and families. MHEL's programs incorporate a special emphasis on diversity and equity, so families' cultural identity and backgrounds are incorporated into the classroom environment, materials, and plans.

MHEL's partnerships include WellPower, DHHA, and Resilient Futures. WellPower provides embedded mental health support at centers, trainings for staff, mental health

consultation and training for families, and overall program support. DHHA's health team supports the program to ensure up-to-date child health status, ongoing care, and timely follow-up care, and provides regular staff training, helps to facilitate parent trainings, and provides dental care and services. Resilient Futures has been a guiding partner in MHEL's development of a Trauma-Informed approach with a focus on racial equity. This work includes conducting audits of current policies and practices to determine what is working and are opportunities for growth. MHEL will assure that partners have training and technical assistance regarding family engagement and the HSPFCEF and will monitor the activities planned to engage parents. FCAs and other staff work to understand the child in the context of their family, create classroom-based family and male/father engagement activities that reflect the cultural and linguistic backgrounds of the families, and integrate family support and child development services to expand everyday learning by linking classroom experiences with activities at home. MHEL will provide resources to Partners to ensure that parents receive information in their home or preferred language through on-site translation by bilingual staff, contracted or paid interpretation services, and telephonic interpretation services. MHEL will support Partners in making newsletters and other materials available in languages used by families. Classroom materials will also be available in children's home languages. MHEL will prioritize recruiting and hiring employees who meet the position requirements and who are bi-lingual in English and the languages spoken by enrolled families and the local community.

FCAs gather data from the family interest surveys to plan annual parent programming. Monthly parent meetings and activities for each center are developed with the support of FCAs, program directors, and parent representatives. To ensure parent participation, activities are offered in person or virtual and at different times, so they are accessible to all families. Trainings

may be offered program-wide and include a training or presenter of interest to families from several sites. Meals, transportation, and child care are offered for in person events.

All parents will be engaged to participate in program design and decision making through Policy Committee, parent surveys, and/or monthly parent meetings. In addition, a parent representative is elected by enrolled parents to be a member of the MHEL Board of Directors.

MHEL is invested in program-wide implementation of Pyramid Plus practices, which includes training and coaching for program staff, as well as training for families. Pyramid Plus is a conceptual framework of evidence-based practices for promoting young children's healthy social and emotional development. MHEL has utilized the Positive Solutions for Families curriculum, which aligns with the Pyramid Model and provides families with strategies to support the social-emotional development of children. Through participation in the Pyramid Colorado Facilitator training offered by Healthy Childcare Colorado, select MHEL staff members are working toward certification that will allow them to train staff and families in Pyramid Model practices.

Through MOUs or formal contracts, MHEL works with many community organizations that provide child health and nutrition, mental health, social and emotional development, and early childhood special education services. These community partners by category and example include: *Health—medical and dental*: Denver Health and Hospital Authority (Denver Health); *Nutrition*: Tri-County Health Department, Denver Health; *Early Intervention Services*: RMHS, Developmental Pathways, North Metro Community Services and Developmental Disabilities Resource Center; *Head Start*: Denver Great Kids Head Start (DGKHS), Catholic Charities, ACCO; *Other Preschool Programs/Kindergarten Transition*: DPS, Aurora Public Schools,

Jeffco Public Schools; *Early Childhood Councils*: Denver, Arapahoe, Adams, and Jefferson Counties.

9. Services for Children with Disabilities

At MHEL, all children and families, regardless of ability or need, are joyfully welcomed into the inclusive community. Whenever possible, children with disabilities receive special education services in general education classrooms, allowing for collaboration between classroom teachers and special services providers. Through monthly collaboration meetings with the Mental Health and Disabilities Team, educational staff, and service providers, teachers receive guidance on the implementation of specific IEP accommodations, as well as resources and strategies to effectively support the participation of all students. Barriers to access and participation are addressed through team meetings with the family and in-class support or coaching from Mental Health and Disabilities staff.

MHEL utilizes the MTSS (Multi-Tiered System of Supports) framework to ensure that all children are receiving individualized supports and appropriate identification of disabilities, as required in the Individuals with Disabilities Education Improvement Act. In addition to foundational tier I structures, such as regular MI coaching and the implementation of Pyramid Plus practices, target and intensive interventions for individual children are implemented based on child need. Each month, MHEL's four DMH specialists meet with classroom teachers, program directors, coaches, early childhood mental health consultants, disability service providers, and FCAs to discuss the individual needs within the classroom. At this meeting, strategies and interventions are determined, as well as plans for observations and data collection. Through a collaborative process, the DMH specialists compile a body of evidence to support a referral for special education evaluation from Sewall. MHEL works closely with Sewall

throughout the evaluation process and after eligibility has been determined. If children qualify for services through an Individualized Education Program (IEP), the DMH team coordinates services on site, supports implementation of appropriate accommodations, facilitates collaboration between team members, and individualizes supports for children with mental health and behavioral needs. The three behavioral support specialists work in classrooms to support children and teachers, facilitate behavioral analysis, and guide teachers and families in creating Positive Behavior Support and Social Emotional Development plans depending on child-specific goals. The DMH team works closely with WellPower mental health consultants to address classroom- and child-specific social and emotional needs.

MHEL created the Inclusive Practices in Early Childhood (IPEC) certification program in partnership with University of Colorado Denver with the goal of equipping educators with the skills and knowledge essential to including children with disabilities and challenging behaviors in early childhood environments. IPEC consists of eight undergraduate credits and 120 hours of learning in a variety of disability- and behavior-related topics, including special education law and processes, supporting children with communication needs, instructing children with disabilities, planning behavior supports, and collaborating with service providers and families. To date, 15 teachers and nine admin/support staff have participated in the IPEC program and continue implementing inclusive practices in MHEL classrooms.

MHEL's disabilities and mental health (DMH) team regularly collaborates with other Denver area early childhood education programs and vendor partners. Resources and ideas are shared between DGKHS Delegates to enhance practices and systems, and MHEL benefits from the significant knowledge of Sewall and WellPower staff to address the individual developmental and behavioral needs of children. MHEL takes advantage of opportunities to

learn from other experts in the field of early childhood to enhance our developmental supports and services.

MHEL staff worked with Healthy Child Care Colorado to become trained Pyramid Plus facilitators, which provides consistent, program-wide implementation of Pyramid Plus practices to address social and emotional well-being. MHEL also partners with Resilient Futures to provide training and implementation support around trauma-informed and culturally responsive practices. MHEL shares resources and knowledge from these opportunities with partners.

10. Transition

For children transitioning to new classrooms, planning begins four to six months prior for infants and toddlers and twelve months for kindergarten-bound children. Parents, teachers, and program directors meet to discuss the readiness of the child for transition and review relevant education, disabilities, and health information. Families can observe their child's current classroom and future classroom to ensure they have a sense of the learning progression their child will experience. Teachers visit classrooms to begin to build relationships with transitioning children, and children also visit their prospective classrooms to further relationship building with teachers and peers. Transition to the new classroom takes place incrementally.

FCAs begin conversations with parents about kindergarten transition at the time of enrollment into Head Start. In November of each year, FCAs hold parent meetings for families whose children are going to kindergarten so families can learn about the Denver Public Schools (DPS) School Choice enrollment process. These meetings can include representatives from local libraries and other agencies that offer after-school programming as well as school representatives. Once the deadline for DPS enrollment nears, FCAs meet one-on-one with

parents to discuss their options for kindergarten. Children receive kindergarten supplies, materials, and books to support their transition. Families are also supported with any documentation needed to support with their child's enrollment into Kindergarten.

For families whose children are entering preschool or Head Start, FCAs will also work with families on ensuring ongoing subsidy support. For children with IEPs, the DMH Manager will ensure that appropriate classroom equipment, materials, and activities are in place. For children entering preschool/Head Start and children with an IFSP, the DMH Manager works with the family, Child Find, or the early intervention service team to develop an IEP as needed.

11. Services to Enrolled Pregnant Women

N/A

12. Transportation

MHEL recognizes that for many families transportation can create a barrier to accessing needed services. To ensure that children with the greatest needs can access MHEL's programs, care is taken to find child care partners with centers located in neighborhoods with high concentrations of families needing services. MHEL works with the Regional Transportation District (RTD) to ensure access to public transportation to families as needed. Families receiving public assistance in the state of Colorado are eligible to receive monthly transportation passes. In addition, MHEL obtains transit passes through RTD's Nonprofit Program which offers reduced fares to eligible 501 (c)(3) non-profit or governmental community/social service organizations that provide assistance to low income and homeless families.

Although MHEL does not transport children to and from centers, during the enrollment process FCAs assess each family's needs regarding transportation, hours needed for child care, and other concerns and work with them to consider options that best fit their needs. As much as

possible, families are encouraged to choose centers within the neighborhoods where they live or work to allow them to walk to school or utilize public transportation. FCAs partner with families to ensure that they have a plan for safe transportation, provide temporary bus passes or tokens to assist in emergency situations, and are connecting families with other commuting options such as carpooling.

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

1. Governance

The MHEL Board and PC partner closely oversee and administer MHEL's Head Start program. The Board has legal and fiscal responsibility for the organization and takes an active role in the planning and evaluation of the Head Start Program. Jake Guyerson serves as the Vice Chair for Finance and has significant experience in fiscal and accounting oversight and financial reporting. He is employed at TransMontaigne Partners LLC as the Manager of Financial Reporting. Treasa Burke is a licensed attorney and partner at Faegre Drinker Biddle & Reath LLP. Board Chair Rachele Espiritu, PhD, is a founding partner of Change Matrix, a minority- and woman-owned small business that motivates, manages and measures change to support communities and systems that improve lives. Dr. Espiritu brings substantive experience in the areas of children's mental health, elimination of disparities in behavioral health, and cultural and linguistic competence. Her expertise extends to strategic planning and implementation, organizational and systems change, and culturally competent program evaluation. Board member Melissa Mares serves as the Director of Early Childhood Initiatives for Colorado Children's Campaign, a non-profit, non-partisan, research, policy, and advocacy organization committed to ensuring every chance for every child. The current Board consists of members who meet the requirements for expertise in fiscal management, early childhood education, and a licensed attorney. Additional

Board members include community advocates, communications and policy experts, and a pediatrician.

MHEL ensures that its Board represents the communities it serves and annually elects parent representatives to serve on the Board. MHEL's current PC is comprised of parent representatives from each of our partners as well as community representatives.

The PC's responsibilities include maintaining general planning and administrative responsibility in accordance with HSPPS; providing the opportunity for parents to initiate suggestions and ideas related to the program; and reviewing program outcomes and financial statements. The PC provides input on all funding applications, program goals, personnel matters, and school readiness goals. All parent representatives are offered support to cover the costs of travel and child care associated with attending meetings. When meetings are held virtually, MHEL ensures that parent representatives have the needed technology to participate meaningfully.

The PC responsibilities include program planning, assessment, and administration in accordance with the HSPPS. PC representatives are elected by a majority of Head Start families from each of MHEL's centers and partner programs. The PC representatives bring in-depth knowledge of their communities, the needs of families, and how to best support the family. In addition to elected parent representatives, the Board elects one volunteer director to serve on the PC.

The Head Start Director participates in all PC Meetings and regularly presents updates on the status of the program so that the Board and PC can use key program information to inform their decision-making. Regular reports include information about enrollment, education, disabilities, and mental health services, and financial reports. In addition, the Board

Executive/Finance Committee meet regularly to ensure effective oversight of federal funds. Other MHEL staff attend PC and Board meetings to provide programmatic updates and information that inform decision making.

PC representatives along with FCAs ensure that center parent committee meetings include a chance for families to communicate their needs. At PC meetings, each parent representative gives a “Program Highlight” for their center. These highlights include what is working well, what programs and services have been offered at the center and how families responded to them, and an opportunity to share any areas of opportunity.

MHEL implements a robust Training and Technical Assistance plan that includes annual trainings for the governing bodies on shared governance, impasse procedures, HSPPS, and ERSEA. Additionally, monthly program area specific trainings are provided to increase the members' deeper understanding of the HSPPS, program budget, and community needs. To ensure shared governance practices are understood and embedded in the work of the governing bodies, MHEL’s Head Start director and Chief Program Officer (CPO) work collaboratively to provide an annual shared governance training to each body. Each body completes a day-long orientation session where they are introduced to each of the programs that they will oversee and given necessary reports, information, and documentation. Because a PC representative serves on the Board and a member of the Board serves on the PC, collaborative discussions are had around all joint decisions. Information from each body is shared in a two-way flow of communication. MHEL’s shared governance policy also includes a dispute resolution process if the two bodies do not reach a joint decision.

Annually, each member of the Board reviews and signs MHEL’s Conflict of Interest Policy.

2. Human Resources Management

MHEL's organizational chart is included with this application. ***Dr. Pamela Harris, President & CEO***, leads and oversees all functions of the organization, including fiscal management and early education services. Dr. Harris has a PhD in Educational Leadership and 30 years of experience in early care and learning programs. Dr. Harris manages MHEL's multi-site agency of quality early care and education programs with a budget of over \$14 million that includes Head Start, EHS, CCCAP, Colorado Preschool Program, and Mile High United Way funds. Dr. Harris was Director of Denver Great Kids Head Start for five years and administered the \$10 million federally funded Head Start program through the grantee-delegate model for 1,083 children with center-based and home-based options. In this role, Dr. Harris monitored performance and compliance of five delegate agencies and four contractual vendors with more than 200 total staff, and the program was recognized as a Region VIII Head Start Program of Quality. Prior to joining MHEL, Dr. Harris was Chief Operating Officer of the Denver Preschool Program, a universal preschool program focused on improving the quality of child care throughout the Denver area and was also Co-Director of the Clayton/Mile High Family Futures Child Development Program, the research and demonstration project that informed Early Head Start. Dr. Harris served as chair of Colorado's Professional Development Committee and directed the completion and publication of Colorado's Professional Development Competencies for Early Childhood Educators and Administrators Framework as well as overseeing the development and implementation of Colorado's Early Learning and Development Guidelines, key features in the State's comprehensive early care and education system. Dr. Harris has also worked closely with the Colorado Department of Human Services on issues related to Child Development Block Grant funding, child care subsidies, and child care licensing rules and

regulations, and was actively involved in the design of Colorado's QRIS. Dr. Harris helped develop and refresh Colorado's Early Childhood Framework, which has been recognized for its comprehensive and detailed content. Dr. Harris served as the President of the Colorado Head Start Association for four years and participates on local and state level policy boards and is a Head Start Johnson & Johnson UCLA Advanced Management Fellow. Dr. Harris is a national speaker and presenter and testified before the U.S. House of Representative's Education and Workforce Sub-Committee on the importance of federal funding to support early care and education to states. Dr. Harris was honored in 2019 with the Inclusive Leader in Early Childhood Education award by GlobalMindED for her commitment to equity, inclusion, and diversity in her work. In 2019, Dr. Harris was appointed by Gov. Jared Polis to the Early Childhood Leadership Commission (ECLC), Colorado's statewide early childhood advisory council. In 2020, Dr. Harris was appointed by Gov. Polis to serve as co-chair of the ECLC.

Lolita Ray, Chief Program Officer, has an MA in Human Services with over 20 years' experience in ECE, EHS, and HS programs. She has served as a family and community partnerships manager, lead family services worker, and preschool teacher. Part of her responsibilities and experiences include managing community partnerships with school districts and child care centers for Head Start and Early Head Start programming. She is a trainer for the Family Development Credential (FDC). Ms. Ray is a Head Start Johnson & Johnson UCLA Advanced Management Fellow and Mentor. ***James Almerood***, Head Start Director, has a BS in Nutritional Sciences and has five years of experience implementing MHEL's HS nutrition and health services. Mr. Almerood is a registered dietitian nutritionist and oversees our family services, health, and nutrition teams. ***Erin Burge, Chief Learning Officer***, has a Master of Arts in Education with an emphasis on Professional Leadership. Ms. Burge has over 12 years of

experience in early childhood education, Colorado public school, and Head Start programs serving families with young children. Her work history includes being a preschool teacher with Jefferson County Public Schools, where she went on to be an Assistant Director and Program Director for several different Jeffco preschools. She then went on to become a site supervisor within Jeffco Public Schools. Ms. Burge was also an OHS Consultant and program reviewer.

Carrie Loshelder, Mental Health and Disabilities Manager, has a BS in Social Psychology with an emphasis on Human Development and an extensive background in Human Services. Ms. Loshelder has over 15 years' experience working in programs serving at risk youth and their families within Texas, California, and Colorado communities. Her work history includes ASL interpreting, ABA behavior therapy, and youth respite work. She joined the Early Head Start and Head Start communities in 2016 as a Mental Health Program Specialist while in southern California, where she also assumed the role of acting Mental Health Coordinator until she relocated to Denver in 2020. Prior to joining the MHEL team as a Mental Health and Disabilities Specialist in the spring of 2021, Ms. Loshelder worked as a paraeducator at Rocky Mountain School for the Deaf. Ms. Loshelder is a BEI certified ASL Interpreter and a member of CO Association for Infant Mental Health. ***Sonia Bauduy, Chief Administrative Officer***, has a Master of Social Work and an MA in Educational Leadership and Policy. Ms. Bauduy has over 20 years' experience working in programs serving families with young children. Her work history includes being Assistant Director at Clayton Early Head Start, Family Services Administrator for Adams County Head Start, and EHS and Program Operations Director at Family Star Montessori/Early Head Start. She also worked for Bright by Three, which provides home visits to parents of children newborn to 3 years old. Ms. Bauduy directed Warren Village's Early Learning Center, a partner with MHEL for Head Start slots. Ms. Bauduy is a Head Start

Johnson & Johnson UCLA Advanced Management Fellow. ***MHEL's Directors of Center Operations, Kathy Baker and Gabriela Esquivel***, oversee operations at MHEL's early learning centers. Combined Ms. Baker and Ms. Esquivel have over 20 years of experience in early childhood administration including experience as Program/Center Director at MHEL and other early childhood programs. Ms. Baker has an MA in Education and Human Development with a concentration in Leadership, and Ms. Esquivel has an MA in Educational Psychology with a focus in Early Childhood Education.

MHEL's Fiscal department (including the President & CEO) has over 50 years of combined nonprofit financial management and compliance experience. ***Chief Financial Officer Rob Smariga*** has over 20 years of experience in nonprofit financial leadership roles and earned a Master of Arts in Nonprofit Management. MHEL's fiscal team includes ***Controller Debbie Houdelette*** who has over 35 years of experience in finance and accounting, including 30 years at MHEL. Both Mr. Smariga and Ms. Houdelette have over 20 years of experience overseeing accounting, budgeting, financial controls, financial reporting, and audits for federal funding sources including HS and EHS.

The fiscal department monitors federal, state, and local government rules and regulations, changes in GAPP, and specific funder requirements. Regarding federal funding, compliance surrounding budget management, allowable costs, maximum administrative costs, non-federal share, salary caps as defined by the funder, and audit requirements are monitored monthly.

MHEL uses Sage Intacct for its accounting system, which provides budget tracking by multiple dimensions, allowing financial analysis by funding source, cost center and department. The software also has internal audit capabilities.

To maintain and safeguard cash and other assets, MHEL follows internal and external review and reporting procedures:

Internal:

- CFO reviews financial data daily both at the organizational and individual program levels.
- Budget managers have read-only access to Intacct for their department only, which allows for financial review and oversight at the program level.
- President & CEO has Intacct access and receives financial reports monthly and as requested.

External:

- Board of Directors, Board Executive/Finance Committee, and Policy Committee (comprised of parents and community representatives) approve the annual budget.
- Financial reports are presented to the Board Executive/Finance Committee and/or Board of Directors monthly and to the Policy Committee bi-monthly.
- Quarterly reports are submitted in the federal Payment Management System related to federal funds by the CFO.
- Standard audit and A-133 audits are performed annually by an outside firm with no management letters over the last 25 years.

Background Checks: MHEL requires that new hires complete fingerprints before their first day of work at MHEL. The HR staff will submit the candidate's name through the National Sex Offender Public Website immediately after job offer. MHEL uses the statewide background and fingerprint system, IDentigo, which provides the first fingerprinting report within 24 hours. The second report (FBI) typically arrives within 30-60 days. The child abuse registry request form is

mailed in to the state registry within two days of hire. The same process applies to volunteers and consultants.

Orientation: All new hires will have an orientation and onboarding to program policies and procedures which includes a post-employment health screening, as well as other key safety, health, and curriculum trainings. All newly hired staff will spend their first day in orientation with the HR staff. They will then spend the rest of their first week completing required trainings, health screenings, meetings, and tours.

New staff are provided with an initial introduction to the Head Start program, school readiness goals, and HSPPS. As part of the onboarding process, MHEL's CLO develops an individualized onboarding and training plan for each new education staff member, which is adapted to an ongoing professional development plan that reflects the training needs of each staff member.

New consultants receive orientation from their partner lead and from their MHEL primary contact. Volunteers receive orientation from their primary contact and supervisor.

The process of evaluating job applicants begins with MHEL's applicant tracking system and the screening questions to determine if the applicant meets the minimum requirements for the position. The HR Specialist will then reach out to the candidate to schedule a phone screening. The candidate will provide transcripts, certifications, and diplomas in advance of the call. During the call, the HR Specialist will ask about work experience, confirm the candidates' credentials, and ask questions that relate to the specific job functions and the candidate's experience with those specific job functions. All candidates are asked if they are fluent in languages other than English. Positions are posted internally as well as externally and the HR team welcomes and regularly receives internal applications for open positions. Internal and

external applicants will go through the same formal interview process. MHEL will monitor that Head Start staff at partner sites meet the requirements and have successfully completed all mandatory background checks. MHEL's system to assess staff performance is ongoing and includes an annual performance review, monthly supervisory check-ins, and coaching.

MHEL will provide oversight and support for Partners regarding screening and hiring HS qualified staff. HR uses a web-based applicant tracking system which allows staff to track and manage openings in various job groups and to keep the workflow moving between multiple departments. The CDA meets HSPPS for teacher assistants and is approved by Colorado's child care licensing as one path to meet the CO Early Childhood Teacher qualification. For those teaching candidates who do not hold an CDA or the equivalent, MHEL will provide its CDA program, which is offered in English or Spanish and includes coaching with MHEL's coaches. Lead teachers will be hired with a minimum of an AA in early childhood or a related field. To reach new teachers, MHEL will leverage its partnerships with higher education and vocational institutions and work with community workforce development programs.

Staff Training and Professional Development: MHEL has created a comprehensive and ongoing system of professional learning that employs a variety of strategies to provide professional development opportunities to both its early learning center staff as well as the broader early childhood workforce. Professional learning offerings include but are not limited to the CDA Credential Training and Inclusive Practices in Early Childhood (IPEC) Credential. MHEL's CDA Program has a history of Gold Standard recognition from the Council for Professional Recognition for its high quality CDA training to entry level professionals. MHEL continues to stay on pace with the Council for Professional Recognition's updated standards for CDA Credential Training. MHEL is one of 40 programs across the nation invited to be a part of

the Council's pilot CDA Instructor Training which gave access to the most current CDA Credential information and standards. MHEL's CDA Credential Training provides a broad scale impact by being available to early learning professionals working in a variety of early childhood settings across the metropolitan Denver area. MHEL's CDA offers a pathway for candidates to complete their bi-lingual specialization. Candidates who are seeking bi-lingual specialization receive additional training content on Principles of Dual Language Learning and can apply for a credential in English and a second language of their choice. Through the collaborative efforts of MHEL, Community College of Denver, Front Range Community College, and University of Colorado Denver (UCD), MHEL has aligned its curriculum to offer CDA candidates a streamlined path to furthering their education in either a community college or traditional four-year college setting by articulating six credits. The CDA is focused on those who are beginning their profession as an early childhood educator including teacher assistants, staff aides, and teachers without previous early childhood experience. The program is comprised of 120 hours of content training and an additional 25 hours of coaching available for each participant. MHEL's IPEC Credential is an 8-credit (120 hours) training offered in partnership with UCD that provides early childhood educators with the foundational knowledge and skills to successfully work with children with challenging behaviors and special needs. Upon completion, participants will receive an IPEC Credential, as well as eight college credits in Special Education from UCD that may be applied towards a BA degree. Partner staff will be offered these training programs at no charge.

Each professional development strategy in the MHEL system is designed to increase content knowledge, enhance practice using coaching/consulting and practicum experiences, and create opportunities to meet the requirements for the state of Colorado's leveled professional

credentialing system—Professional Development Information System (PDIS). Training also incorporates a coaching/mentoring and/or practicum component to support implementation of new strategies. Colorado’s PDIS assists early learning professionals with developing a career pathway by creating a portfolio, planning their own professional development, and earning an Early Childhood Professional Credential (ECPC). In addition, Colorado Shines, Colorado’s QRIS, draws information from the PDIS to evaluate quality based on teachers’ credentials. Credential levels begin at a Level 1 for those just beginning their early childhood education career and progress to a Level 6 for those with a greater depth of education and experience. The ability to increase one’s professional credential level will open doors to a wider range of professional opportunities and the opportunity for increased compensation.

MHEL partners with the Community College of Denver (CCD) to align the CDA training curriculum with CCD’s Associate of Arts degree in Early Childhood Education in order to create a streamlined articulation pathway for those individuals wishing to continue their education and earn a higher degree by articulating six to nine credits to an AA.

MHEL has built relationships with many of the institutions of higher education in the Denver metro area including: CCD, FRCC, Metropolitan State University of Denver, UCD, and to host their students for short-term practicum experiences and year-long internship experiences. This allows students at these institutions to gain hands-on experience in high-quality early childhood settings and to explore employment opportunities while completing their coursework. Additionally, MHEL has partnered with UCD to provide staff with the opportunity to earn early childhood education credits towards a BA with the Place-Based BA program at no cost to the participants. Within this program, students participate in courses that are embedded in their workplaces while also receiving coaching from an advisor.

Other professional learning opportunities include regularly scheduled professional development days and two week-long Professional Development Institutes that offer a menu of diverse workshops, seminars, and lectures. MHEL teachers receive intensive coaching through practice-based coaching cycles and 80 hours of professional development through our Professional Learning Center annually.

Building upon four years of Race and Equity work at MHEL and understanding the critical role of early childhood in teaching children about equity, MHEL has created a coalition with other early childhood providers and partners with the hope of enhancing internal practices and impacting the broader community. We are continuing our work to identify and challenge our own biases and beliefs through professional learning provided for staff to reflect and connect and Race and Equity committee development and evaluation.. This work is designed to ensure that our teachers and staff who work closely with our children and families are advancing and supporting those in our community who have been marginalized and are furthest from opportunity. We create annual plans for race and equity work informed by staff (including a Race and Equity Steering Committee) and using four phases of adult race and equity learning.

MHEL education coaches are credentialed through the Colorado Coaching Credential, Colorado Trainer Credential, as well as with Practice-Based Coaching certification and utilize research-based tools to observe, evaluate, and support teachers across a wide range of professional credential levels and developmental needs of each teacher. Coaches co-create goals with teachers and work toward meeting individualized objectives within a defined timeframe. Coaching includes two key components: the utilization of a reflective approach to improving instructional practice and a focus on providing job-embedded feedback for continuous quality improvement.

3. Program Management and Quality Improvement

MHEL's Chief Program Officer and Head Start Director coordinate a program-wide self-assessment, which includes an assessment of Partners and internal management systems.

Through this process, program managers and coordinators, along with other staff and families review several data sources (both qualitative and quantitative) to evaluate progress toward meeting program goals. This information is shared with the Board of Directors and Policy Committee and used in developing new objectives and measurements towards meeting the program goals. When areas of opportunity are identified, the Self-Assessment Team works to develop action plans that are implemented throughout the year. Regular follow-up is done by the Chief Program Officer and Head Start Director to ensure that the action plans are addressing the needs of the program.

Each partnership agreement signed with Head Start Partners includes a well-planned monitoring schedule that allows the Head Start Director to confirm compliance with all aspects of HSPPS, but also creates a framework to support increasing the quality of teaching practices and comprehensive services offered at Partner sites. Monthly reports include health and safety checks, enrollment, attendance, family referrals and Family Partnership Agreements as well as completion of developmental and social/emotional screenings, home visits, and parent/teacher conferences. Supports such as training on the HSPPS, professional development in areas that need strengthening, coaching, and as mentioned above, ongoing monitoring will ensure that targets are met regarding screenings, attendance, and child growth and development.

MHEL's budget development process ensures that staffing patterns promote continuity of care, allows for staff participation in training and professional development, and supports for the provision of the full range of services. The allocation funding for wages and compensation is

based on wage salary surveys conducted by Employers Council annually and results in wages and compensation that are competitive within early childhood positions in metro Denver.

Section II. Budget and Budget Justification Narrative (Please see the attached)

Mile High Early Learning 24-25 DGKHS Budget - 6/5/24

	<u>Federal Share</u>	<u>Non-Federal Share</u>	<u>Total</u>
Personnel	\$1,721,623	\$411,801	\$2,133,424
Fringe Benefits	\$426,535	\$101,279	\$527,814
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$5,283	\$4,895	\$10,178
Contractual	\$234,770	\$38,693	\$273,463
Construction	\$0	\$0	\$0
Other	\$11,139	\$43,170	\$54,309
Totals	\$2,399,350	\$599,838	\$2,999,188



Mile High Early Learning 2024-2025 Head Start Program Calendar

Full-day 9:00 am-3:00 pm/Monday-Thursday
9:00 am-3:00 pm/Monday-Friday (Northeast)
September 2, 2024 – May 23, 2025

Full-day w/CCAP 7:15 am-5:45 pm/9:00am – 3:00pm Monday-Friday
October 1, 2024 – June 27, 2025

If MHEL has more than 3 snow days, we will extend our program year.

Closures/Holidays: 2024

July 1-5	Summer Break
August 12-16	Professional Development
September 2	Labor Day
September 27	Professional Development
October 10	Professional Development
October 11	Planning Day
November 1	Professional Development
November 27 - 29	Thanksgiving
December 25	Christmas Holiday
December 23 – January 3	Winter Break

2025

January 1	New Year's Day Holiday
January 6	Professional Development
January 20	Martin Luther King Jr. Day
February 14	Professional Development
February 17	Planning Day
March 24 – 28	Professional Development
March 31	Planning Day
April 18	Professional Development
May 26	Memorial Day
June 19	Juneteenth Holiday
June 20	Professional Development

Partners

Warren Village	October 1, 2024-June 27, 2025
KIPP Colorado Schools	September 2, 2024 – May 31, 2025
Academy 360	September 2, 2024 – May 31, 2024
Warren Village #2	Open January 2025

Denver Great Kids Head Start - Program Year 29 - Report Schedule

EXHIBIT D

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



MILEHIG-02

SUZANNEH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/9/2024

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

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

PRODUCER CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Julie Robins, CIC		
	PHONE (A/C, No, Ext): (720) 212-2026	FAX (A/C, No): (720) 212-2026	
	E-MAIL ADDRESS: Julie.Robins@thinkccig.com		
	INSURER(S) AFFORDING COVERAGE		
INSURER A: Philadelphia Insurance Company		NAIC #	
INSURED Mile High Montessori ELC 616 E Speer Blvd Denver, CO 80203	INSURER B: Pinnacol Assurance		41190
	INSURER C: National Union Fire Insurance Company of Pittsburgh, PA		19445
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

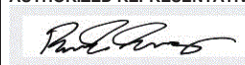
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molest \$1M/\$3M <input checked="" type="checkbox"/> Prof Liab \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		PKPK2572607-020	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X		PKPK2572607-020	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB870872-019	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	875922	1/1/2024	1/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			PHSD1808240-008	6/30/2024	6/30/2025	Occurrence \$ 1,000,000
C	CO-Child Care Volunt			SRG0009118967C	6/30/2024	6/30/2025	Aggregate \$ 250,000

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

The City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured with respects to the Commercial General Liability and Business Auto Policies. Policy includes waiver of subrogation.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver, Denver Great Kids Head Start 201 W Colfax Ave # 1107 Denver, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



CENTERS DIRECTORY

Anna Jo Garcia Haynes Early Learning Center

2851 Tremont Place, Denver, CO 80205
 Phone: 303.295.2011 Fax: 303.295.7523
Program Director: Phyllis Garcia
Assistant Director: Lindsay Woods
FCA: Mia CrailYusif
 Hours: 7:15 AM – 5:45 PM

Northeast Early Learning Center

3503 Marion St., Denver, CO 80205
 Phone: 303.295.2509 Fax: 303.308.1565
Program Director: Phyllis Garia
Assistant Director: vacant
FCA: Nancy Duenas
 Hours: 7:15 AM – 5:30 PM

Lowry Early Learning Center

957 Ulster Way, Denver, CO 80230
 Phone: 303.340.1296 Fax: 303.340.8916
Program Director: Nicole Little
Assistant Director: Johanna Hernandez
FCA: Sarah Borgmeier
FCA: Diarra Dozier
 Hours: 7:15 AM – 5:45 PM

Rude Park Early Learning Center

1275 Decatur St., Denver, CO 80204
 Phone: 303.629.6785 Fax: 303.592.7384
Program Director: Heather Pischel
Assistant Director: Leslie Marques
FCA: Audrey Kaczmarek
 Hours: 7:15 AM – 5:45 PM

Westwood & SWIC Early Learning Center

980 South Lowell Blvd., Denver, CO 80219
 Phone: 303.922.1123 Fax: 303.934.7551
Program Director: Cheryl Cardenas
Assistant Director: Louisa Martinez-Valdez
FCA: Mary Castro-Shippely
FCA: Maricella Saabedra
 Hours: 7:15 AM – 5:45 PM

Rose on Colfax

8315 E. Colfax Ave, Denver, CO 80220
 Phone: 303-861-2602
Program Director: Jackie Shen
Assistant Director: Maria Cardoza
FCA: Alicia Bell
 Hours: 7:15 AM – 5:45 PM

Redeemer-Lifespan Local

3300 W. Nevada Pl, Denver, CO 80219
 Phone: 303-861-2602
Program Director: Vacant
Assistant Director: Vacant
FCA: Vacant
 Hours: 7:15 AM – 5:30 PM

Warren Village

1323 Gilpin St., Denver, CO 80218
 Phone: 303.321.2345
Program Director: Maggie Rittenhouse
FCA: Nancy Duenas
 Hours: 7:00 AM – 6:00 PM

KIPP

3400 W. Nevada Place, Denver, CO 80219
 Phone: 720.944.2812
Program Director: Alicia Biggs
FCA: Itzel Valdez
 Hours: 7:30 AM – 4:00 PM

Academy 360

12000 E 47th Ave, Denver, CO 80239
Executive Director: Becky McLean, MPH
FCA: Vacant
 Cell: (720) 336-0320
 School: (303) 574-1360

Warren Village #2

1363 Nevada Place Denver, CO 80223
 Phone: 303.321.2345
Program Director: Vacant
FCA: Vacant
 Hours: 7:00 AM – 6:00 PM

Mile High United Way Early Learning Center

711 Park Ave West Denver, CO 80205
 Phone: 303-861-2602
Program Director: Brittany Montesdeoca Plaza
Assistant Director: Brycen Lamb
FCA: Rocio Borjon
 Hours: 7:15 AM – 5:45 PM

TITLE II - REVISED MUNICIPAL CODE
Chapter 20 - FINANCE
ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES
DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

Sec. 20-76. Payment of prevailing wages.

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition on any city-owned or leased building or on any city-owned land, pursuant to a contract by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such city-owned or leased building by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages and fringe benefits prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any city-owned or leased building or on city-owned land and the work of landscaping that is not performed in connection with the construction or renovation of a city-owned or leased building; nor shall this section apply to situations where there is no contract directly requiring or permitting the work described above, or contracts that are neither a revenue or expenditure contract contemplating such work, such as licenses or permits to use city-owned land.
- (b) *Contract specifications.* Every contract with an aggregate value, including all change orders, amendments or other alterations to the value, in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any city-owned or leased building or on any city-owned land, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall include the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Contracts shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid issuance, or on the date of the written encumbrance, as applicable, for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all

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

(c) *Determination of prevailing wages.*

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

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.
- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor

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

(d) *Mandatory contract provisions; enforcement.*

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

any additional amount of wages owing to the worker, mechanic or other laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.

- d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
 - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct electronically certified copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
- (6) Every such contract shall also require that the contractor will provide to the city a list of all subcontractors who will be providing any services under the contract.
- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each payroll period, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
 - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
 - (2) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
 - (3) The penalty shall be two thousand five hundred dollars (\$2,500.00) for a violation, plus seventy-five dollars (\$75.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
 - (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the

previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.

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

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

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

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

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

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

any type of construction work, when such violation occurred in the course of a contract, and when such violation demonstrates an intent by a contractor to evade the requirements of section 20-76 for the payment of prevailing wages.

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

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

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

- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order of the hearing officer and may be reviewed under Rule 106(a)(4), C.R.C.P. by the petitioner or by the city.
 - (5) The district court of the second judicial district of the state shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) C.R.C.P.
 - (6) Any appeal of a debarment determination shall automatically stay the effect of the debarment until the appeal is finally resolved.
 - (j) *Debarment list.* The debarment board shall maintain a list of any and all contractors debarred in accordance with this section and shall promptly notify the auditor, the mayor, the city council, the manager of transportation and infrastructure, the manager of aviation, the manager of parks and recreation, the director of the division of small business opportunity, and the manager of general services of any additions or deletions to the debarment list.
 - (k) *Mandatory contract provision.* Every contract shall contain a provision prohibiting the contractor from hiring any subcontractor that is currently debarred by the city in accordance with this section.
 - (l) *Other remedies preserved.* The operation of the debarment process under this section 20-77 shall not preempt or supersede existing remedies or penalties for violation of prevailing wage, building code or other city laws and regulations, or other discretionary activities of appropriate city officials with respect to contract issues that may be provided by law.
 - (m) *Guidelines; rules and regulations.* The debarment board is authorized to promulgate guidelines and rules and regulations as may be necessary to effectuate the purposes of this section 20-77.
- (Ord. No. 581-03, § 1, 7-14-03; Ord. No. 985-16, § 2, 11-7-16; Ord. No. 194-19, §§ 1—3, 4-8-19; Ord. No. 39-20, § 38, 2-3-20)

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

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

(Code 1950, § 161.1F; Ord. No. 656-06, § 2, 10-9-06)

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

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

(Code 1950, § 161.1G)

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



Head Start Eligibility Verification Form

1. Child's name: _____

2. Child's date of birth: _____

3. Is this child eligible to participate in the program? ☐ Yes ☐ No

4. Type of eligibility interview conducted: ☐ In-person ☐ Audio or Video Call

5. Indicate the applicable eligibility criterion for this child:

☐ Experiencing Homelessness

☐ Foster care

☐ Public assistance (TANF, SSI, SNAP)

☐ Income at or below 100% poverty guidelines

☐ Other (up to 10% may fall into this category, up to 49% for AI/AN programs)

☐ Income between 100-130% poverty guidelines (up to 35% may fall into this category)

6. What documentation was used to determine eligibility and is included as part of the eligibility determination record?

☐ Income Tax Form 1040

☐ W-2

☐ TANF documentation

☐ SSI documentation

☐ SNAP documentation

☐ Pay stub or earnings statements

☐ Unemployment documentation

☐ Written statement (employer, service provider)

☐ Foster care reimbursement

☐ Family signed declaration

☐ Other, please describe:

7. Staff signature: _____

Date: _____

8. Staff name: _____

Title: _____

Notes: