

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 **SEWALL CHILD DEVELOPMENT CENTER, INC.**, a Colorado nonprofit corporation with an address of 940 Fillmore St., Denver, Colorado 80206 (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 **SIX HUNDRED FORTY-THREE THOUSAND**

SEVEN HUNDRED NINETY-THREE DOLLARS AND FORTY-FIVE CENTS (\$643,793.45) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **ONE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-EIGHT DOLLARS AND SIXTY-NINE CENTS (\$128,758.69)** 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.

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

(10) **Commercial Crime (Fidelity):** Contractor shall maintain

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

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

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

15. DEFENSE AND INDEMNIFICATION (Not applicable to "public entities" within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended):

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 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
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 CJJ, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

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

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

G. Employees and Subcontractor. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all

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

H. Loss of Personal Information or City Data. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring

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

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

will be reduced to writing and supplied to Contractor for its records as soon as reasonably practicable under the circumstances. City will promptly coordinate with Contractor regarding the preservation and disposition of these records. Contractor shall continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

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

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

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

M. Open Records. The Parties understand that all the material provided or

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

30. INTELLECTUAL PROPERTY RIGHTS:

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

B. New Original Works. The City and Contractor intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created, developed, or supplied by the Contractor in connection with the Services, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, "New Original Works"), shall belong to the City free and clear from any and all claims of any nature relating to the Contractor's contributions and other efforts. The Contractor shall disclose all such items to the City unless the Director directs otherwise in writing. Contractor assigns to the City and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in

law or in equity, for past, present, or future infringement of intellectual property rights related to the New Original Works and all works based on, derived from, or incorporating the New Original Works. Whether or not Contractor is under contract with the City at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses and other intellectual property rights related to the New Original Works.

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

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

C. **License.** The City hereby grants a non-exclusive limited license to the Contractor to use, during the Term, the Materials and New Original Works for Head Start purposes only as well as any other Head Start program related materials, text, logos, documents, booklets,

manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished to the Contractor for purposes of this Agreement, whether in preliminary or final forms and on any media. The Contractor may reproduce the Materials or New Original Works, add to them, combine them or otherwise modify them only for purposes of administering Head Start programs. Any other addition, combination or modification will require the prior written permission of the Director. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Materials and New Original Works, and all copies thereof, or will provide written verification that all such Materials and copies thereof have been destroyed by Contractor.

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

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

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

31. 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.

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[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]

Contract Control Number: MOEAI-202474485-00
Contractor Name: SEWALL CHILD DEVELOPMENT CENTER INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

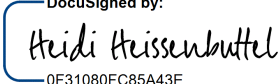
By:

By:

By:

Contract Control Number:
Contractor Name:

MOEAI-202474485-00
SEWALL CHILD DEVELOPMENT CENTER INC

By:  _____
DocuSigned by:
Heidi Heissenbuttel
0F31080FC85A43E...

Name: Heidi Heissenbuttel
(please print)

Title: CEO/President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**Sewall Child Development Center
Head Start Grant Application
2024-2025**

Section I. Program Design and Approach to Service Delivery

Sub-Section A: Goals

1. *What are your Program Goals, Measurable Objectives, and Expected Outcomes for the project period?*
 - a. *List all Program Goals*
 - b. *List all Measurable Objectives aligned to each program goal*
 - c. *To demonstrate the agency's approach to measuring progress and outcomes, select a few Measurable Objectives and describe the following:*
 - i. *Activities or action steps to meet the objective*
 - ii. *Data, Tools, or Methods for tracking Progress*
 - iii. *Expected Outcomes*
 - iv. *Expected Challenges*

See the Sewall Goals and Objectives documented below and also attached as Attachment I.

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Sewall Goals and Objectives

2024-2025

Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that is culturally and linguistically responsive, prepares for school success and transition and provides opportunities for parents to support learning at home, family engagement, and parent advocacy.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
100% of Sewall classrooms will provide high quality, culturally responsive learning environments as measured by CLASS and Teaching Strategies GOLD scores growth reports.	In December, 2023 the Dahlia CLASS scores averaged across the three classrooms were Emotional Support—6.65, Classroom Organization—6.13, and Instructional Support—4.97. In December, 2023 the Zone CLASS scores averaged across the three classrooms were Emotional Support—6.17, Classroom Organization—5.7, and Instructional Support—5.29				

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Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that is culturally and linguistically responsive, prepares for school success and transition and provides opportunities for parents to support learning at home, family engagement, and parent advocacy.

Expected Outcomes:

- All enrolled children and their families are prepared for kindergarten and lifelong learning.

Expected Challenges:

- The needs of children and their families have increased as determined by the self-assessment.

-Activities or Action Steps to Meet Objective Above:

- Conduct pre-and post CLASS observations in targeted classrooms
- Provide or facilitate coaching activities based on CLASS and Teaching Strategies GOLD scores
- Provide or facilitate professional consulting related to CLASS and TS GOLD
- Strengthen (unified, efficient) data approach and regularly review and uses for ongoing program improvement
- Partner with Erickson Institute Early Mathematics Collaborative

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

- CLASS reports including observations, scores and ongoing improvement strategies.
- Teaching Strategies GOLD scores

Objective 2	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
100% Sewall children continuously enrolled during the program year will have a DPS ID number and 100% of families will be informed of kindergarten options.	By January, 2024 94% of the currently enrolled children have a DPS ID number.				

Expected Outcomes:

- Children will experience seamless transition to kindergarten.

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Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that is culturally and linguistically responsive, prepares for school success and transition and provides opportunities for parents to support learning at home, family engagement, and parent advocacy.

Expected Challenges:

- Ensuring ongoing collaboration between Sewall and Denver Public Schools to provide for the necessary communication to ensure timely and seamless exchange of information.

Activities or Action Steps to Meet Objective Above:

- Partner with the DPS Office of School Choice to provide timely and relevant information to families on school choice options.
- Provide transition materials to children transitioning to kindergarten.
- Ensure that parents complete timely the documentation needed by DPS to provide the HS children enrolled a DPS ID number.

Data, Tools, or Methods for Tracking Progress Above:

- Family outcome data (survey results from the CCR Analytics partnership), parent meeting agendas, FPA’s, transition information tracking sheets

Progress, Outcomes, and Challenges

Objective 3	Year 1 (baseline)	Year2	Year 3	Year 4	Year 5
95% of Sewall families enrolled by the end of October will complete a Family Outcome Survey that is linked to Teaching Strategies GOLD outcome scores growth and progression.	In January 2024, 91% of the families have completed the Family Outcome Survey				

Expected Outcomes:

- Sewall will have qualitative feedback from families on program areas that have made a positive impact on families as well as areas for improvement.

Program Goal 1: All children enrolled in the Sewall Head Start program will receive a high-quality education that is culturally and linguistically responsive, prepares for school success and transition and provides opportunities for parents to support learning at home, family engagement, and parent advocacy.

Expected Challenges:

- Continued follow up to ensure all caregivers are comfortable with and do participation in providing feedback.

Activities or Action Steps to Meet Objective Above:

- Ensure surveys are translated into relevant languages

Data, Tools, or Methods for Tracking Progress Above:

- Family outcome data (survey results), FPA's, TS GOLD

Program Goal 2: All children enrolled in the Sewall Head Start will be supported by staff through an anti-bias lens and experience and receive equitable access to quality health outcomes.

Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Through the support of the Family Service worker and Health Services support staff, children will have a hearing and vision screening, and medical and dental exams.	At the end of the 2022-2023 year these were the percentages of completed screenings and exams. Hearing 94%, Vision 92%, Medical 92%, and Dental 96%				

Expected Outcomes: Enrolled children and their families have access to comprehensive health care and have made positive gains on a variety of health indicators.

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Program Goal 2: All children enrolled in the Sewall Head Start will be supported by staff through an anti-bias lens and experience and receive equitable access to quality health outcomes.

Expected Challenges: Access to these services within the community is made difficult by lack of transportation and finding service providers who will communicate in the family’s native language.

-Activities or Action Steps to Meet Objective Above:

- Access the available community resources offered through contracts with DGKHS such as Denver Health, WIC and Marion Downs.
- Partner with the Culture of Wellness program at both Sewall centers.
- Ensure timely health, dental, vision and hearing screenings and referrals.

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

- The data system-- Child Plus, health module will be tracking records of primary and preventative health care. The Child Health Record and screening form as well as the health tracking form will be used to gather data.

Objective 2	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
90% percent of enrolled Sewall children identified as needing health or dental follow-up will receive follow-up care.	At the end of the 2022-2023 year, 95% received medical follow up and 100% received dental follow up.				

Expected Outcomes: Children will have improved overall health and wellness.

Expected Challenges: Supporting parents in follow-through on contacting community resources and then following through on appointments.

-Activities or Action Steps to Meet Objective Above:

- FSWs will be aware of and understand the available resources offered by available community services.
- The Children’s Hospital contracted nurse will provide educational information and support to families in choosing and accessing community resources.
- Motivational interviewing will be used to understand and provide families with the quality and effective support.

Program Goal 2: All children enrolled in the Sewall Head Start will be supported by staff through an anti-bias lens and experience and receive equitable access to quality health outcomes.

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

- The data system-- Child Plus, health module will be tracking records of primary and preventative health care. The Child Health Record and screening form as well as the health tracking form will be used to gather data.

Objective 3	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
95% percent of children will have a DECA completed by both a Teacher and Caregiver in order to receive a fuller and richer view of the child’s social, emotional and behavioral health. 100 percent of Sewall staff will participate in anti-bias education training to deepen their self-awareness and understanding/value differences in children and families.	At the end of the 2022-2023 year, 89% of children had a DECA completed.				

Expected Outcomes: Children and their families have positive relationships and children demonstrate increased social-emotional well-being.

Expected Challenges: The needs of the children and their families have increased and these increased needs require more specialized support in the classrooms as well as more support for the caregivers.

-Activities or Action Steps to Meet Objective Above:

- Use of the Denver Health and WellPower mental health consultation resources available to our centers.
- Provide caregiver education and support related to the social and emotional well-being of children.

<p>Program Goal 2: All children enrolled in the Sewall Head Start will be supported by staff through an anti-bias lens and experience and receive equitable access to quality health outcomes.</p> <p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> Data will be tracked on the number of referrals, services provided and type, either consult or direct or both. The data system-- Child Plus, will be supporting the tracking and calculating percentages of students receiving support. Documentation of professional development training and caregiver educational and support opportunities.
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<p>Program Goal 3: Sewall Head Start will enroll the highest risk families into programming that provides leadership opportunities to build connections to community and to improve their skills to support successful transitions.</p>					
<p>Objective 1</p>	<p>Progress, Outcomes, and Challenges</p>				
	<p>Year 1 (baseline)</p>	<p>Year 2</p>	<p>Year 3</p>	<p>Year 4</p>	<p>Year 5</p>
<p>Sewall Head Start will strengthen existing and establish new strategic partnerships within the community to facilitate system improvements and ease of access to equitable and inclusive services.</p>	<p>Establish baseline data by the end of the 23-24 year.</p>				
<p>Expected Outcomes: Enrolled families will have access to resources that are linguistically representative of their family’s native language and will be provided quality inclusive services to children.</p>					
<p>Expected Challenges: Linguistically representative and quality inclusive service resources are limited within the Denver community.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> Enhance and establish partnerships with community agencies through formal agency/departmental MOUs Utilize Strengths and Needs Assessment/Family Outcomes Survey to identify potential community partners. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> List of community partners, tracking of referrals made and to where 					
<p>Objective 2</p>	<p>Progress, Outcomes, and Challenges</p>				
	<p>Year 1 (baseline)</p>	<p>Year 2</p>	<p>Year 3</p>	<p>Year 4</p>	<p>Year 5</p>
<p>100% of families enrolled by the end of October will complete a Strengths and Needs</p>	<p>In January, 2024 91% of the families completed</p>				

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Program Goal 3: Sewall Head Start will enroll the highest risk families into programming that provides leadership opportunities to build connections to community and to improve their skills to support successful transitions.					
Assessment and 100% of families will complete a Family Partnership Agreement.	the strengths and needs assessment and 100% of families have developed a Family Partnership Agreement.				
Expected Outcomes: Increased family understanding and advocacy will contribute to positive school readiness indicators for children.					
Expected Challenges: Family and children’s needs are becoming greater sometimes leading to diminished understanding and limiting ability to advocate.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Parents will be contacted through letters, newsletters, one-on –one, and parent-to parent to encourage participation. • Collect and analyze family outcome information. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • Tracking of completion of surveys and agreements in Child Plus • Completed Family Partnership Agreements and Family outcome surveys 					
	Progress, Outcomes, and Challenges				
Objective 3	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
80% percent of enrolled families will participate in Family Engagement Activities, and 90% will have received a resource of service according to the PIR.	By the end of the 2022-2023 school year, 80% of families participated and 89% of families received a resource referral.				
Expected Outcomes: Family engagement activities and opportunities will be increased, variety of activities will be offered, and these events will be more culturally and linguistically relevant.					

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Program Goal 3: Sewall Head Start will enroll the highest risk families into programming that provides leadership opportunities to build connections to community and to improve their skills to support successful transitions.

Expected Challenges: Family demands and overall expectations for themselves and their children.

-Activities or Action Steps to Meet Objective Above:

- Engage policy committee members in developing ideas and events that will interest and meet all families’ needs.

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

- Data will focus on the link between the family needs assessment and the offerings, agendas, sign in sheets, which will monitor participation.
- Data system—Child Plus-will track resources referrals.

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

Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
90% of all children enrolled in DGKHS with Individualized Education Plans (IEPs) will demonstrate growth and progress in school readiness as measured by the TSG growth report and widely held expectations.	Baseline data will be reported through collaboration with the HS disabilities team and using the TSG growth report.				

Expected Outcomes: Children with disabilities will make gains in their development over time and be fully included in programming.

Expected Challenges: The severity of some of the needs of children require greater amounts of time to allow for demonstration of gains in development.

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

-Activities or Action Steps to Meet Objective Above:

- Each child with an IEP will have a plan to support full participation; specialists will develop and implement adaptations/modifications that will support a child actively participating in the daily routine at his/her level; teachers will team with specialists to learn to implement any special plans.
- Ensure effective collaboration meetings to proactively address individual child strengths and needs.
- Ensure cross-content staff modeling and training.

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

- IEP progress notated, recorded, and discussed in specialist’s notes, collaborative meeting notes, and coaching notes.

Objective 2	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
100% of children with disabilities and their families will have transition meetings and be provided with a range of options.	By the end of the 2022-2023 year, 100% of the families participated in a transition planning meeting.				

Expected Outcomes: Children with disabilities and their families will experience seamless transition to kindergarten.

Expected Challenges: Effective transitions requires a multi-disciplinary approach and collaboration between agencies.

-Activities or Action Steps to Meet Objective Above:

- Partner with DPS and Sewall Child Development Center for kindergarten transition IEP meetings, Partner with DPS Office of School Choice, Develop kindergarten portfolios for children with IEPs

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

- Transition IEP meeting documentation and parent meeting agendas.

Program Goal 5: Sewall operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.					
Objective 1	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
All services offered are supportive of Sewall Head Start grant goals, objectives and promote school readiness and parent engagement.	Establish baseline data.				
Expected Outcomes: Financial and administrative practices are transparent and promote comprehensive school readiness and parent engagement for all children.					
Expected Challenges: Ensuring the Sewall Head Start fiscal and administrative practices are congruent with the overall Sewall policies and procedures and continue to be compliant with Head Start regulations.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Accurate accounting of spending and income; discussion of operations and how funds are being used; other funding sources. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> • Accounting system; procedures for purchases/needs requests; agenda topics/notes. 					
Objective 2: By 2028, all fiscal staff will have completed federal grant trainings, ensuring knowledge of rules and regulations as it pertains to the DGKHS grant.	All fiscal staff are allocated T/TA dollars for professional development				
Expected Outcomes: DGKHS is fully compliant in all fiscal matters.					
Expected Challenges: Potential turnover of staff.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> • Allocate T/TA funding to fiscal staff, share professional development opportunities. 					

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<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Training opportunities, audits – internal and external 					
<p>Program Goal 5: Sewall operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.</p>					
	Progress, Outcomes, and Challenges				
Objective(s)	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>Objective 3: By 2028, fiscal staff will have added to internal process improvement efforts relevant to grant setup, contracting, and procurement, minimizing waste and ensuring efficiency during peak times.</p>	<p>Program and financial monitoring resulted in zero disallowed expenditures and no areas of non-compliance cited.</p>				
<p>Expected Outcomes: Financial and administrative practices are efficient, transparent and promote comprehensive school readiness and parent engagement for all children.</p>					
<p>Expected Challenge: Continuing to ensure fiscal and administrative practices are fully compliant.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Monitoring systems will be reviewed to ensure high quality performance and contract compliance. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Monitoring reports, expenditure audits, internal audits, report schedule for all contracts, 					
	Progress, Outcomes, and Challenges				
Objective(s)	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>Objective 4: Fiscal staff will continually ensure timeliness</p>	<p>Establish baseline data for</p>				

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of all invoices and reports and ensure systems are in place to support.	timeliness of invoices and reports.				
Expected Outcomes: Financial and administrative practices are efficient, transparent and promote comprehensive school readiness and parent engagement for all children.					
Expected Challenge: Staffing turnover.					
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> Monitoring systems will be reviewed for efficient and effectiveness on a regular basis. 					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> Monitoring reports, expenditure audits, internal audits, report schedule for all contracts, timeliness of invoices and reports 					

Program Goal 6: All Sewall Head Start children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy.					
Progress, Outcomes, and Challenges					
Objective(s)	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
Objective 1: 90% of all children enrolled who are dual language learners will demonstrate growth in language, literacy, and English language acquisition as measured by CLASS, Teaching Strategies Gold growth reports and widely held	Establish baseline data by the end of the 2023-2024 year.				

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<p>Program Goal 6: All Sewall Head Start children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy.</p>					
<p>Objective(s)</p>	<p>Progress, Outcomes, and Challenges</p>				
	<p>Year 1 (baseline)</p>	<p>Year 2</p>	<p>Year 3</p>	<p>Year 4</p>	<p>Year 5</p>
<p>expectations at the end of the program year.</p>					
<p>Expected Outcome: All children will develop to their full potential.</p>					
<p>Expected Challenge: Staff turnover, less effective support strategies continuing to be implemented.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Participate with Bueno Center • Recruit and retain culturally and linguistically appropriate staff. 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • TS GOLD, trainings, personnel report, classroom observations, CLASS 					
<p>Objective 2: 100% of Sewall staff will receive professional development to increase and strengthen a culturally and linguistic responsive approach to teaching children who are dual language learners.</p>	<p>Leadership will ensure access to training opportunities in order to establish baseline data by the end of the 2023-2024 year.</p>				
<p>Expected Outcome: Staff will have the skills and competencies to provide high quality learning environments for all children.</p>					

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<p>Program Goal 6: All Sewall Head Start children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy.</p>					
<p>Objective(s)</p>	<p>Progress, Outcomes, and Challenges</p>				
	<p>Year 1 (baseline)</p>	<p>Year 2</p>	<p>Year 3</p>	<p>Year 4</p>	<p>Year 5</p>
<p>Expected Challenge: Staff turnover, less effective support strategies continuing to be implemented.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Participate with Bueno Center • Offer professional development trainings related to dual language learners 					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Trainings, attendance, classroom observations 					
<p>Objective 3: By 2028, 100% of families enrolled will be provided learning opportunities to increase understanding in strengthening their home language, building upon a home school connection.</p>	<p>Baseline data will be established by the end of the 2023-2024 year.</p>				
<p>Expected Outcomes: Children’s home language will be supported and strengthened.</p>					
<p>Expected Challenge: Strengthen caregivers understanding of the importance of supporting the home language of children.</p>					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> • Provide additional learning opportunities to families while engaging the support of staff across disciplines to conduct outreach. • Identify and share learning opportunities offered in languages other than English at Five by Five cultural partners. 					

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Program Goal 6: All Sewall Head Start children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy.					
	Progress, Outcomes, and Challenges				
Objective(s)	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> • Sign-in sheets from learning opportunities, family survey results. 					

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- 2. Explain how your program's School Readiness Goals align with the Head Start Early Learning Outcomes Framework: Ages Birth to Five, state and tribal early learning guidelines, as appropriate, and requirements and expectations of the local schools where children will transition.*

An ongoing monitoring system that supports Early Learning and School Readiness for Children ensures quality and compliance with federal, state and local regulations as well as with all Head Start Performance Standards and the Early Learning Outcomes Framework. The standards are monitored through a wide variety of tools by, but not limited to, leadership, teachers, specialists, administrative personnel, a nurse, family service workers, and Head Start coordinators. The Performance Standards will have continuous monitoring that is completed through using a variety of tools associated with each area and the Child Plus Data System will be used when it is appropriate.

- 3. Discuss how your program involved governing body, policy council, and parents in developing the Program Goals*

Sewall completes an annual self-assessment of our Head Start programming, services and progress made with the goals and objectives set for that year. When completing the self-assessment, the policy committee members, parents, staff, Sewall board members and community members are invited to participate in the surveying and reviewing of the past year. Once the feedback is received and reviewed, the same group of individuals are instrumental in the adjustment and establishment of the next year's goals.

Sub-Section B: Service Delivery

In this sub-section, describe your program's approach to meeting the need for comprehensive child development services for eligible children and families in your service area.

- 1. Service and Recruitment Area (see 1302.11(a) and 1302.13):*

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a. Identify the service and recruitment area for proposed program operations.

Sewall is proposing to serve a total of 53 Head Start children across two locations.

Children will be served in the North Park Hill neighborhood (NPH) at the Sewall at Dahlia Center, recruiting children and families within the 80207 and 80205 zip code areas. And children will also be served in the Green Valley Ranch (GVR) and Montbello neighborhoods of Far Northeast Denver (FNE), zip code areas 80249, 80247, and 80239, at the Sewall at The Zone for Inclusive Learning center. 100% of the children will need and therefore participate in full day and full year care.

b. Provide Evidence to demonstrate that the proposed area is the area of greatest need.

The 80207 and 80249 neighborhoods and communities have ample needs, including inadequate nutrition/food desert, inadequate child care, and under-resourced schools. The need for quality child care in these communities and neighborhoods is shown in the 2022 DGKHS Community Assessment document in the Licensed Child Care Capacity by Neighborhood section. Green Valley Ranch is among the lowest bracket of neighborhoods for licensed child care ranging from 5%-25%. North Park Hill and Far Northeast Denver neighborhood are shown to be in the 26%-50% range of licensed child care for children under the age of 6. High quality healthcare options are lacking in the Green Valley Ranch, North Park Hill, and Far Northeast Denver neighborhoods. The overall Well-Being Index considers eleven indicators that provide a snapshot of opportunity for Denver children. These indicators include Children in single-parent families, child poverty, unemployment and births to women without a high school diploma. The Well-Being index for the Green Valley Ranch neighborhoods indicates that the children living there are experiencing a medium

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percentage of obstacles to success. And those children living in the Northeast Park Hill neighborhoods are experiencing an even higher level of obstacles to success.

- c. If child care partners are proposed, identify the number of children proposed to be served through partnership slots.*

N/A

2. *Needs of Children and Families (see 1302.11(b) and Special Instruction on Community Assessment): Provide a summary of data from your community assessment that informs the program's selection criteria and design, such as:*

- a. the estimated number of eligible children under five years of age and pregnant women by geographic location, race, ethnicity, and spoken language, including children experiencing homelessness, in foster care, dual language learners, and with disabilities;*

The North Park Hill, Green Valley Ranch and Montbello neighborhoods face a number of challenging factors that put young children at risk of school failure. According to the 2022 Denver Great Kids Head Start (DGKHS) Community Assessment it is clearly identified that these neighborhoods, including these zip codes 80207, 80249, and 80239, face a multitude of risk factors for young children-making the children at risk for poor child outcomes and limited opportunities. One risk factor is the number of children under the age of 6 living with families whose income is 150% below the Federal Poverty Level. In the Green Valley Ranch (GRV) neighborhood, one of the areas with the highest needs in this category, there are between 2127 and 3804 children. In the Northeast Park Hill (NPH) neighborhood, one of the second highest needs areas, there are between 622 and 898 children. 17-47% of children residing in the North Park Hill neighborhood and 17%-28% of the children living in the Green Valley Ranch neighborhood are living in poverty.

The 2021 DGKHS community assessment shows the disproportion of infant deaths between high-income neighborhoods and low-income communities of color neighborhoods.

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Black infant mortality rates are significantly higher than any other population group in Denver. Hispanic infant mortality rates are steadily increasing as well. The teen birth rates in the 80207 and 80249 range from 4%-9%. Research about teen mothers has shown, by age 22, only around 50 percent of teen mothers have received a high school diploma and only 30 percent have earned a General Education Development (GED) certificate. According to the 2021 DGKHS Community Assessment, adults that have earned a high school diploma report to have produced a higher income, as well as high school graduates tend to live longer and are less likely to fall into poverty or rely on public assistance. Poverty is a challenge met by the families in the neighborhoods Sewall serves. As stated in the 2021 DGKHS Community Assessment, children are most sensitive to the negative impacts of living in poverty at an early age because their brains are developing. These negative impacts are shown to extend well into adulthood.

Meeting the needs of children with disabilities is a key pillar in Sewall's foundation. Children with disabilities face obstacles in education and everyday life. The 2021 DGKHS Community Assessment states that approximately 12% of Denver students were enrolled in special education classes in Denver Public Schools in the 2020-2021 school year. There is an increase in the need for quality special education staff and classes. It is stated that children with disabilities are in need of acceptance and belonging. At Sewall, an inclusive environment is achieved by integrating children with disabilities and children without disabilities in the same classroom setting. Allowing children with disabilities to receive the same opportunities and experiences as children without disabilities can improve children with disabilities' self-confidence, sense of belonging, and overall happiness.

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Recorded by the U.S. Census Bureau in 2021 DGKHS Community Assessment, 37% percent of children ages 5-17 spoke a language other than English at home in 2019. At Sewall there is a large population of Spanish-speaking families and a growing population of families who speak an Arabic language. Sewall's HR practice includes hiring diverse staff that speak dual languages to aid in the educational and developmental growth of dual language learners. There is a need for more dual-language teachers in the Denver area. Having teachers that speak more than one language aids in helping the child feel heard, understood, and respected.

Homeless children, children involved in the child welfare system and those receiving foster care tend to be met with a vast range of adversities. As shown in Exhibit A in the DGKHS 2021 Community Assessment Children Under Age 18 in Out-Of-Home Placement, in 2018 Denver was at a rate of 9.6 per 1,000 above the 2018 Colorado rate of 8.5 per 1,000. 10% of the current Sewall Head Start children are in Foster Care and 22% are homeless. Research has found that the fostered youth struggle greatly with post-traumatic stress disorder (Bartlett & Rushovich, 2018).

The African-American population in both the FNE neighborhood and the NPH neighborhood is between 27%-50%. The Asian population in the GVR area is between 16% and 31%. The Foreign-Born population is between 8%-12% in the NPH area and 21%-27% in the GVR area. Finally, the Hispanic population in the NPH is 39%-57% and in GVR is 58%-83% (DGKHS 2022 Community Assessment). The majority of the students enrolled in the Dahlia and the Zone preschool classes are racial minorities, representative of the neighborhood population. A local report by Padres y Jóvenes Unidos reiterated the racial disparity in our local schools, noting "children of color are less likely than their non-Hispanic

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white peers to be enrolled in preschool. Toxic stress, poverty, mental health, and disability – issues facing a large majority of the children and families at the Dahlia and The Zone Campuses - all contribute to rates of child abuse and neglect. According to a 2012 report from the Child Welfare Information Gateway regarding the prevention of maltreatment of children with special needs, the presence of multiple family risk factors puts children at a much higher risk. Children served at Sewall’s Dahlia and the Zone Head Start program as indicated in the 2022 Denver Great Kids Head Start Community Assessment come from families experiencing a number of these risk factors simultaneously, leaving the children in these communities at increased risk of child abuse.

b. data regarding the education, health, nutrition, social service, child care, parent schedules, and other service needs of the proposed children, families, and pregnant women; and

The 2016 Colorado Kids Count states that “children living in high-poverty communities are more likely to suffer from harmful levels of stress and behavioral or emotional problems” (Kids Count 2016). Toxic stress, poverty, mental health, and disability –issues facing a majority of the children and families at the Dahlia and Zone Campuses - all contribute to Toxic Stress within families and increased behavioral health needs for children. In the Dahlia and the Zone classrooms, 31-45% of children receive special education support, and many of these children (those with and without IEPs) are thought to have significant mental health needs.

Further, many children attending the Dahlia and Zone centers have more than 3 family risk factors which may also include living with a single parent, having one or two parents who are either unemployed or employed in a position paid at minimum wage which contributes to the family being identified as low-income, and the families experience communication barriers. Currently, 60% of the Sewall Head Start children are living in a single parent household.

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Supported by the 2022 DGKHS Community Assessment, children living in households receiving public benefits in NPH is 12%-33% and in GVR is 6%-11%. The percentage of individuals with no health insurance in the NPH neighborhood is 6.3%-13% and in GVR is 23%-100%. The infant mortality rate per 1,000 from 2016-2020 is 4.4- 6.7 in the NPH neighborhood and 9.3-13.8 in the GVR neighborhood. The percentage of births to teens ages 15-19 in the NPH and Montbello areas is 7%-9% and in GVR 4%-6%. The DGKHS Community Assessment 2022 also indicated that the FNE and NPH neighborhoods both are high areas of limited food access. The percentage of the population in both areas that do not live within a 10-minute walk of a full service grocery store is 73%-89%.

- c. the availability of other child development, child care centers, and family child care programs that serve eligible children, including home visiting, publicly-funded state and local preschools, and the approximate number of eligible children served.*

Children enrolled at the Dahlia and Zone Campuses have multiple barriers to accessing the high quality early education they need. “Parental substance abuse, depression, anxiety, or antisocial behavior, single-parent households, poverty or unemployment, social isolation or lack of support, family violence or violence in the community,” issues the majority of the families face, contribute to creating barriers to accessing services [Goldman et al., 2003] (Child Welfare Info 2012). Most children served at Sewall’s Dahlia and Zone Campuses preschools come from families experiencing a number of these risk factors simultaneously, leaving the children in this community at increased risk.

- 3. Proposed Program Option(s) and Funded Enrollment Slots (see 1302 Subpart B and the HSPPS Compliance Table):*
 - a. Specify the proposed program option(s) (i.e., center-based, home-based, and family child care) and describe how your program will ensure compliance with 1302 Subpart B requirements and other applicable requirements.*

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The Sewall Head Start at the Dahlia and Zone Campuses will serve a total of 53 children through the center-based program full day option. It will consist of a 6.5 hour school day with additional funding sources that will support full working day services for families who need or want this extended day option. The calendar year is a year-round program that will meet the required 1020 program hours designated in §1302.21.

- b. If requesting a locally-designed program option variation (LDO) waiver under 1302.24(c), then provide the following:*
- i. Identify the program(s), Head Start and/or Early Head Start, for which the waiver would apply.*
 - ii. Identify the requirement(s) for which the waiver would apply:*
 - 1. Center-based ratios and group size - cannot be waived for children < 24 months*
 - 2. Center-based duration*
 - 3. Selection of home based-only setting in Head Start*
 - 4. Home-based caseloads*
 - 5. Home-based duration*
 - 6. Family child care ratios and group size*
 - 7. Family child care duration*
 - iii. Describe the rationale for the request.*
 - iv. When waiving ratios and group sizes in center settings, specify how square footage will meet applicable requirements.*
 - v. Specify the proposed timetable for implementation of the option.*
 - vi. Check to be certain the changes described are reflected in the program schedule tab.*
 - vii. Explain how the program will measure progress to assure the LDO effectively supports appropriate development and progress in children's early learning outcomes.*
 - viii. If available, provide evidence that demonstrates the LDO variation is effective.*

N/A

- c. Discuss how your program option(s) will meet the needs of children and families in the communities served.*

The Sewall Head Start program is a center-based program full day option. It will consist of a 6.5 hour school day with additional funding sources that will support full working day services for families who need or want this extended day option. The calendar year is a year-

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round program that will meet the required 1020 program hours as well as families are offered services beyond these hours and days by blending funding to ensure family’s needs for care are met.

- d. *Funded Enrollment Changes. If proposing to change or convert the number of funded enrollment slots, explain the rationale.*
 - i. *Provide the funding amount for the Head Start and Early Head Start programs before and after the change.*
 - ii. *Specify the number of Head Start and Early Head Start slots before and after the change.*
 - iii. *If proposing to convert Head Start slots to Early Head Start slots, then:*
 - 1. *Describe how the needs of eligible Head Start children will be met in the community when the conversion takes place.*
 - 2. *Describe how the chosen model(s) meets the needs of infants, toddlers, and pregnant women.*
 - 3. *Discuss the agency’s capacity to carry out an effective Early Head Start program.*
 - 4. *Discuss the qualifications, competencies, and training of staff, and describe the facilities and program infrastructure to support the new or expanded Early Head Start program.*
 - 5. *Specify the proposed timetable for implementation of the conversion.*

N/A

4. *Centers and Facilities:*

- a. *List any additions, deletions, or changes to your service locations, including partners, and describe the reasons for changes.*
- b. *Describe any minor renovations and repairs included within this application (not subject to a separate 1303 Subpart E application).*
- c. *Describe any facilities activities that are subject to 1303 Subpart E, e.g., purchase, construction, major renovation, loan or mortgage, and subordination agreement*

NA

5. *Eligibility, Recruitment, Selection, Enrollment, and Attendance (see 1302.13, 1302.14, 1302.15, and 1302.16):*

- a. *Describe the recruitment process to ensure services will be provided to those in greatest need of program services.*

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- i. *Describe specific efforts and expected challenges to actively locate, recruit, and enroll vulnerable children, including children with disabilities, children experiencing homelessness, and children in foster care.*
- b. *Describe your program’s strategy to promote regular attendance including special efforts for chronically absent children and other vulnerable children.*

The current successful recruitment strategies for Sewall within the Dahlia and Zone communities will continue to be implemented, including participating in events and collaborating with community partners. Events at the Dahlia Campus have included such things as attending: a weekly Farmers Market from June-October, the Dahlia Campus Annual Family Block Party, and the Dahlia Campus Annual Community Fish Fry. At the Zone for Inclusive Learning, the referral office for all children and the Denver Public Schools Child Find team are located in the same building as the Sewall center and Sewall has a collaborative relationship with Denver Public Schools. Both groups refer children to Sewall on a regular basis. In order to best ensure that families in the greatest need of Head Start services are given priority for available services, the below criteria and points are used, along with the 59.5 percent of universal criteria factors, for the eligibility criteria. These criteria have been chosen based on the identified needs of the local community and with the input of the Sewall parent policy committee.

See Attachment II: Eligibility Selection Criteria

MARK ONLY ONE IN THIS SECTION		Criteria
*Foster Child/Kinship Care		50
*Homeless		50
*Public Assistance: TANF/SSI/SNAP		40
*Income below 100% of Federal Poverty Level		40
*Income between 101% and 130% of Federal Poverty Level		25
*Income above 130% of Federal Poverty Level, not to exceed 185% of FPL		10
(Max Points = 50) Sub-		
Special Health Circumstances		Criteria
Parent health/mental health		5
Child health/mental health		5
Child lacks health insurance		5

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Special Family Circumstances		
*Single Parent		10
*Refugee/Immigrant Family/Primary Language is not English		10
*Teen Parent at birth of first child		5
Resources scarce food/employment/medical/housing/no family support		5
Guardian(s) is/are child's grandparent(s)		5
One or more parent(s) unemployed		5
Both parents working or in school full-time/one parent working multiple jobs		5
Incarcerated Parent		5
No GED or high school diploma		5
Intimate Partner Violence		5
Major loss in the family		5
(Max Points = 80) Sub-		
Special Needs		Criteria
*Child has Suspected Need Medical and/or educational, and/or mental health		5
*Child has Confirmed Need Medical and/or educational, and/or mental health (Must		10
(Max Points = 15) Sub-		
Child/Family Status		Criteria
Child has been asked to leave a previous Child Care center		5
*Child 4-5 years old or currently enrolled in EHS		10
Sibling currently enrolled in Sewall		5
Multiple children between the ages of birth to 5 years		5
Previous Sewall HS Child		5
Child is transitioning from another Head Start program		5
(Max Points = 35) Sub-		
Non-Interview Information (only score if parent shares)		Criteria
*Social services involvement		10
Caregiver substance abuse		5
Marital instability		5
(Max Points = 20) Sub-		
TOTAL POINTS		

During the past years that Sewall has been a Head Start service provider, each year the Sewall Head Start program has included 30-45% children with disabilities. This is a cornerstone of Sewall's inclusive programming. With 80 years of experience serving the Denver community, Sewall has built a strong reputation for providing high-quality, fully inclusive services for children of all abilities, including those with disabilities. Sewall offers an array of early education and intervention programs to meet the individual needs of every child. All Sewall's programs meet three key programmatic goals: They are inclusive, transdisciplinary, and family-

focused. Sewall utilizes a unique, transdisciplinary intervention model comprised of teams of professionals - early childhood educators and special educators, physical and occupational therapists, speech pathologists, and mental health professionals. Sewall's programs provide educational and therapeutic intervention and an opportunity for children of all abilities and learning styles to learn side-by-side.

A multi-step process is followed when a child's attendance is interrupted. The teacher is the first individual to reach out to the family after a child has missed programming for 2 consecutive days. If the teacher is unsuccessful in reaching the caregivers and the child continues to miss programming for 1 week, the Family Service Worker (FSW) reaches out to the family. If the FSW's attempts to contact the family are unsuccessful, the FSW then consults with the teachers and the mental health team and together the determination of the appropriate next steps to take in connecting with the family is finalized. When contact with the family is successful but barriers to regular attendance are identified, the Sewall team problem solves with the family to identify any necessary strategies or resources that can be put into place to again ensure consistent attendance for the child and family.

6. *Education and Child Development (see 1302 Subpart C): If center-based or family child care program option is chosen, respond to item a, and c through d. If home-based program option is chosen, respond to items b through d. If locally designed program option is chosen, respond to items that apply. Programs that serve American Indian and Alaska Native (AIAN) children also respond to item e.*
 - a. *Center-based or family child care programs:*
 - i. *Identify the curriculum(a) your program will use including, if applicable, curricular enhancements and/or significant adaptations.*
 - ii. *Describe how each identified curriculum is appropriate for ages and background of children served, research-based, and has an organized developmental scope and sequence.*
 - iii. *Include Evidence that each curriculum is aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five.*

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iv. Describe how your program will support staff to implement curriculum with fidelity.

The program is using the Creative Curriculum for Preschool by Teaching Strategies. This curriculum is based on research and best practices and has had research explore its effectiveness. The curriculum, offers complete support for working with English- and dual-language learners, including detailed guidance that helps to build teachers' knowledge about best practices. In addition, the content contains guidance for working with all learners, including advanced learners and children with disabilities. Spanish and bilingual editions are also available if needed.

The curriculum is based on 38 objectives for development and learning, which now show the seamless progression of learning and development across the whole of the early childhood years. These objectives can be tracked via the Teaching Strategies Gold Assessment (TS GOLD). This assessment, as well as the curriculum, is research based and fully aligned with the Head Start Child Development and Early Learning Framework and the Colorado state early learning guidelines.

TS Gold provides early childhood programs with the ability to generate individual, classroom, and program wide reports, offering aggregated data on various levels. This data is reported to the state as well as the Office of Special Education and is shared with DGKHS as well.

The curriculum is a comprehensive, research-based curriculum that features exploration and discovery as a way of learning. The following documents on the TS Gold website and/or on the Creative Curriculum website note the strengths of Creative Curriculum and link to research supporting the connection with the Colorado Department of Education Early

Learning Guidelines and School Readiness Goals which are correlated with the Head Start Early Learning Outcomes Framework.

- Comparing Child Outcomes: Examining the Impact of The Creative Curriculum® for Preschool
- Linking Curriculum and Assessment: The Creative Curriculum® for Preschool and Teaching Strategies GOLD®
- Effectiveness Study: The Creative Curriculum® for Preschool
- The Creative Curriculum® for Preschool: Executive Function
- The Creative Curriculum® for Preschool: Letter Knowledge
- The Creative Curriculum® for Preschool: Phonological Awareness
- The Importance of the Assessment Cycle in The Creative Curriculum® for Preschool
- Research Foundation Papers

Over the years, GOLD® has been a part of extensive research efforts to measure its validity and effectiveness (listed below). Research continues on GOLD® and its effectiveness, and we continue to improve the tool to make it easier for teachers and administrators to use.

- Using Teaching Strategies GOLD® to Assess Kindergarten Readiness and Track Growth and Development
- Concurrent Validity of Teaching Strategies GOLD®

- Evidence of the Validity of Teaching Strategies GOLD® Assessment Tool for English Language Learners and Children with Disabilities.

Social and Emotional Development

Sewall provides its students with tools to promote emotional support and aid in recognizing and interpreting emotions. Sewall embraces the Pyramid Plus Approach which uses evidence-based practices to support social emotional growth and supports children with challenging behavior. The basis of the Pyramid Plus Approach is a high-quality learning environment with systems and policies that support the use of evidence-based practices. Sewall helps enhance self-awareness and confidence in students, stimulate a sense of belonging, foster increased independence, and celebrate differences and uniqueness between peers. It is crucial that families are included in parent education on typical development of social and emotional skills and on strategies to support healthy development of these skills. Sewall will provide parent education that focuses on this approach and supports families in using these strategies.

Approaches to learning

Creativity, curiosity, and imagination thrive with the use of the Reggio Emilia/Creative Curriculum approach to teaching. Sewall follows a child-directed, play-based learning approach blended with teacher-led activities. This philosophy is supported in research and allows children to explore their environment and seek out learning opportunities they are interested in. It is important that teachers are facilitators in play and guide activities. This allows scaffolding of activities to meet each child at their skill level and helps guide the

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learning process to meet expected outcomes. Sewall's approach to learning helps cultivate confidence and initiative. Parents are encouraged to participate in learning experiences in the classroom and share their experiences between home and school. Classrooms participate in community outings to expand their learning environment.

Language and Literacy

In following the learning objectives of Creative Curriculum, listening, speaking, reading, and writing are all included in daily activities. These skills are embedded throughout the learning environment. Through diverse staff and peer interaction, students learn to attend to, understand, and respond to communication, as well as non-verbal communication. Children have opportunities to utilize adaptive communication devices as needed to develop these skills. Speech language pathologists are also a part of the transdisciplinary team and support curriculum development that meets the needs of all of the children in the classroom. By the way of Sewall's curriculum, students are able to increase their vocabulary, recognize pictures, signs, and words. Letters of the alphabet and writing skills are reinforced through calculated lesson plans. Allowing for students to participate in stories and songs accommodate language and communication in early childhood. Sewall partners with the Junior League Kids Connect program to expand family engagement with literacy and language. The Kids Connect program facilitates parents to participate in play-based activities with their child focused around a children's book with expanded art, music, and reading activities.

Cognitive and General Knowledge

Exploration is encouraged by Sewall's use of Creative Curriculum, Reggio Emilia Approach, Pyramid Plus Approach and by following a play-based model. It allows children to have the opportunity to expand their reasoning and critical thinking skills, as well as to increase the student's observation of their surroundings for better understanding of self, others, and objects. Allowing the students to participate in experiments helps to uncover skills such as reasoning and planning, patterns, discovery and strategic thought. Parents are encouraged to partner with teachers in continuing best practices around cognitive development of their children through sharing and explaining the curriculum.

Perceptual, Motor, and Physical Development and Health

Through hands-on learning and play, students are able to practice effective use of their muscles to explore and move. This also aids in sensory discovery and information to understand body awareness. Sewall promotes outdoor learning, just as much as indoor learning. Each classroom team includes a physical therapist or an occupational therapist to support curriculum development around growth of physical development skills and to address specific children's needs. Sewall enrolls a diverse population of children with a range of skills. This means, curriculum is adapted to cater for each child individually.

Nutrition and healthy habits are explained through conversation, curriculum, and example by the teaching staff to students. As part of the Child and Adult Care Food Program and the Healthy Food for Denver's Kids grant that Sewall has received, nutritious breakfasts, lunches and snacks are being served daily to the children. As well as, ongoing healthy habits educational and learning opportunities are being provided to children and their families,

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teachers and caregivers. At both Sewall campuses, sustainable gardens have been planted and are used for children and family nutritional meals and snacks, and as a tool for varied learning and educational opportunities.

Each teacher who administers the assessment process is required to complete training on the Teaching Strategies Gold Assessment. This is followed by the successful passing of the reliability test by each teacher who will be tracking and recording the students development and progress. A review of the assessment process is completed each fall to refresh teachers on the process.

On an annual basis, teacher training includes defining and explaining what the Classroom Assessment Scoring System (CLASS) tool is and how it measures the quality of teacher-child interactions. Sewall conducts two CLASS assessments each year in the Head Start classrooms through the use of internal raters. Classroom staff are supported by coaching and ongoing reflection opportunities with coaches, supervisors, and other teachers on the quality of their classroom in relation to the 3 domains assessed: Emotional Support, Classroom Organization, and Instructional Support. Every 2 years, the Denver Preschool Program conducts official CLASS ratings in each classroom as a part of quality improvement through the Denver Preschool Program. Sewall at the Zone and Dahlia are currently Denver Preschool Program sites.

The data collected from the CLASS tool is reviewed by the coaches, coordinators, and administration in order to target individual needs of teachers and to plan for accessing evidence-based professional development experiences focused on teacher-child interactions. Also, the use of both internal and external coaching for ongoing discussion and reflection helps to ensure teachers remain more cognizant of the importance of teacher-child interactions across the three domains. In addition, the data is useful when linked to information on children's school readiness

scores and other child outcome data. This information is reviewed with teachers during supervisory and coaching meetings.

Current employees who are internal CLASS raters maintain current certifications in the CLASS rating by updating their certification yearly. As well as raters from the Denver Preschool Program have current certifications which support the fidelity of the CLASS instrument and scoring and the use of data obtained through the CLASS tool. In addition, yearly training is offered to teachers in order to refresh their skills and understanding.

- b. *Home-based programs:*
 - i. *Identify the home-based curriculum(a) your program will use including, if applicable, curricular enhancements and/or significant adaptations*
 - ii. *Describe how each curriculum is appropriate for ages and background of children served, research-based, promotes the parent's role as the child's teacher including, as appropriate, the family's traditions, culture, values, and beliefs, and has an organized developmental scope and sequence, and how it is aligned with the Head Start Early Learning Outcomes Framework: Ages Birth to Five.*
 - iii. *Describe how your program will support staff to implement the curriculum.*
 - iv. *Describe group socializations to be offered.*
- c. *Identify the developmental screenings and assessments your program plans to use and why, including how the program addresses screening and assessment for children who are dual language learners.*

All children enrolled in the program are assessed to determine their growth with regard to Child Outcomes. The primary tool used is Teaching Strategies Gold along with anecdotal information, work samples, and informal checklists. Assessment information is gathered across many areas of development; Social and Emotional Development, Physical Development, Language Development, Cognitive Development, Literacy, Mathematics, Science and Technology, Social Studies, The Arts, as well as English Language Acquisition when applicable with English Language Learners. Observations data is taken over an 8-10 week period and formalized into scores three times a year with the Teaching Strategies Gold tool. Teaching

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Strategies Gold is a tool that can be used with children birth through kindergarten, which allows children at any level of development to be assessed and to show progress as they make gains. Teaching Strategies Gold includes a section for English Language Acquisition and takes into account children who are English Language Learners. Teaching Strategies Gold also allows for teachers to record observations that can be interpreted through cultural lenses that identify that children will demonstrate a particular skill in a variety of ways depending on their experiences. There is not one set answer that the tool is looking for in order to demonstrate competency for an objective, but rather the demonstration of a concept.

Results of Teaching Strategies Gold are analyzed for each individual child in order to develop individual growth plans, which support lesson planning and targeted planning for individual children. First, the teacher must make important decisions on a daily basis using anecdotal and observational data to make necessary classroom modifications when indicated. Next, teachers are asked to compile and analyze their data on individual children, looking at his/her progress made across all areas of development. They need to note strengths and concerns, delineating important 'next steps' to achieving these goals. On another level, classroom teachers can utilize their own checklists and/or the Class Summary Worksheet, generated by TS GOLD, to look at groups of children, hoping to find several children who would benefit from similar instructional content. The teacher through careful planning is able to enhance their Learning through small group instructional times.

The Teaching Strategies Gold data for each classroom as well as an entire site is aggregated and analyzed after each of the three data points throughout the year. The Teaching Strategies Gold program provides growth reports so that the program can assess the performance of individual children related to the expected growth between checkpoints for children their same

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age, as well as comprehensive reports on classrooms and the total program. The Education Coordinator is responsible for compiling and analyzing these reports on a program level and reviews plans created by teachers for individual children.

The results of Teaching Strategies Gold are analyzed for child outcome results as well as a measurement of programmatic goals and objectives. It is critical to analyze this data on a variety of levels. It is important to look at Child Outcomes from a program level to measure the program's progress toward meeting School Readiness Goals. Graphs/charts/narrative reports are developed that show how the program is doing with regard to the key Head Start Child Outcomes and the Goals and Objectives set for by Sewall Head Start. Once this data is available, the Administrative and Instructional Staff make necessary recommendations to guarantee needed improvements are made.

Families are informed of the aggregated results through parent meetings and the parent newsletter. The Policy Committee reviews the results during the monthly meetings. The Board is notified of the results during a board meeting by a member of the leadership team. The data from Teaching Strategies Gold is reported to the state with data for students with IEPs also reported to OSEP.

The analysis of the GOLD data provides information pertaining to areas of strength in program and classroom planning as well as areas needing improvement. During post data point review of results as well as during yearly review and planning for the next year, changes are proposed and/or made by teachers and/or administrative instructional staff to foster improvement in the results for children and are included in Sewall's yearly Quality Improvement Plan.

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- d. Describe opportunities offered to parents and family members to be engaged in their child's education such as participation in screenings and assessment, and providing feedback on the selected curriculum and instructional materials.*

School Readiness Goals include a large component of families being engaged and aware of developmentally appropriate development and having positive relationships with family members to support developmental growth. Focusing on Families Well-being, Positive Parent-Child Relationships, Families as Lifelong Educators, Families as Learners, Family Engagement in Transitions, Family Connections to Peers and Community, and Families as Advocates and Leaders all support the development of the child in relation to the School Readiness Goals. Gains in School Readiness Goals can be directly linked to gains in Parent and Family Engagement Outcomes.

- e. For programs serving AIAN children, and where applicable, describe efforts for Tribal language preservation, revitalization, restoration, or maintenance.*

7. Health (see 1302 Subpart D):

- a. Describe how your program will, in partnership with parents, meet the oral health, nutritional, and mental health and social and emotional well-being, and health status and care needs of children that are developmentally, culturally, and linguistically appropriate and support each child's growth and school readiness:*
- i. Include how your program will ensure up-to-date child health status, ongoing care, and timely follow-up care.*
 - ii. For mental health and social and emotional well-being, describe how a program will provide mental health consultation services in partnership with staff and families.*

Sewall will collaborate with Denver Great Kids Head Start (DGKHS) supplemental vendors to complete assigned hearing and vision screenings, oral health services and nutrition requirements as described in Subpart D of the Head Start Program Performance Standards. Sewall currently contracts with The Children's Hospital of Colorado (TCH) to provide health services for students enrolled in the program. Additionally, Sewall collaborates with WellPower

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to provide mental health and social and emotional support at the Dahlia Campus for Health and Well-Being. Furthermore, Sewall employees receive training and coaching on the Pyramid Plus Approach which provides strategies for inclusion practices to promote social emotional competence, and addresses management of challenging behaviors for children enrolled in preschool. Sewall also employs social workers who provide classroom support for children with social, emotional or behavioral challenges. Further, support is provided to children, families, and Sewall team members who would benefit from training related to mental health and social and emotional development and/or would benefit from resource referrals to community agencies who can provide mental health services and therapy. Sewall ensures children enrolled receive assistance while brushing teeth once daily and are provided with toothpaste containing fluoride. At the Dahlia center, Sewall also has a collaborative relationship with Kids In Need of Dentistry to provide assessments and treatment to Sewall children and families.

Sewall will collaborate with families to ensure linguistically and culturally effective communication related to the health of their child. Parents or guardians are encouraged to partner with Sewall staff to ensure authorization for all health and developmental procedures administered through Sewall, DGKHS, and its contract agencies. Sewall will also share with families the policies for health emergencies that require immediate medical attention upon enrollment.

As described in §1302.42 of the Head Start Performance Standards, Sewall will collaborate with families to obtain proof of ongoing and accessible health care for each child enrolled within 30 calendar days after the child first attends the program and then each year. In cases when families need assistance obtaining health care for their enrolled child, Sewall will

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assist families to access a source of care and health insurance to meet these criteria, as quickly as possible.

Within 90 calendar days after the child first attends the program, Sewall will collaborate with families to obtain appropriate determination of health care and oral health to ensure children enrolled are up-to-date on preventive and needed care, including well-child visits, dental schedules as prescribed by Medicaid guidelines, immunization records, and any additional medical services recommended by health providers working with enrolled families.

Sewall will obtain or perform evidence-based vision and hearing screenings through Marion Downs Hearing Center within 45 calendar days after the child first attends the program. Sewall collaborates with the Kids in Need of Dentistry Clinic (within the Dahlia Campus building) to provide free dental assessments for all Sewall children. Sewall will collaborate with The Children's Hospital nurse consultant to identify each child's nutritional health needs, and determine special dietary requirements, food allergies and community nutrition issues as determined in §1302.429(b)(4). Sewall will serve family style meals that meet the nutritional needs of all students, including those with dietary needs and children with disabilities. Sewall follows all CACFP regulations for the children's breakfast, lunches and snacks. Sewall will support parents in following recommended health practices through training and support provided to obtain healthy foods regularly.

Sewall will collaborate with WellPower at the Dahlia center and Denver Health at The Zone to identify and support children's mental health needs through mental health consultation and resource referrals.

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When areas of concern are identified through any of the screening and assessments completed, the Sewall Family Service Workers and the Children's Hospital nurse will follow up with the caregivers to discuss the results in understandable terms and provide any needed community referrals to the family. The Sewall staff and the Children's Hospital nurse will support families further when appropriate in accessing and being comfortable with following through on referrals. This may include calling community agencies with the caregiver and/or assisting the family with transportation. The FSW and nurse will provide ongoing follow up with the caregivers to ensure the necessary treatment is received by the child.

8. *Family and Community Engagement (see 1302 Subpart E):*
 - a. *Describe key program strategies for building trusting and respectful relationships with families and for providing program environments and services that are welcoming and culturally and linguistically responsive to families, including those specific to fathers.*

The mission of Sewall Child Development Center is to provide inclusive, joyful, learning environments using the power of partnerships, diversity and belonging to enrich the social and academic growth of every child and family. Sewall is committed to the inclusion of, children of all abilities, including those with special needs, to facilitate learning and growing with their peers in integrated educational programs. Sewall serves families and communities from diverse linguistic and cultural backgrounds. Sewall's transdisciplinary model of collaboration assists families from diverse backgrounds to work together with staff to support all children's educational needs and family outcomes. Sewall teams receive on-going professional development training that includes working collaboratively with families and staff from a variety of backgrounds, including but not only those whose primary language is other than English. Sewall is an equal opportunity organization that values all dimensions of diversity (i.e. social

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class, race, language, culture, special needs) not only among the families served but among the staff that are hired.

Sewall teams will collaborate with families from diverse backgrounds by initiating trusting relationships with families, determining family preferences, values and goals, and communicating by using research based family-centered, strength-based practices.

Sewall partners with families in supporting children's development by creating trusting relationships with families, learning about family preferences and goals for their child. Sewall partners with families by communicating information related to Head Start policies, educational and developmental screenings and assessments, child's daily interactions while in Head Start and educational progress. Sewall partners with families through participation in community events related to increasing child's academic and social competency and connecting families with a variety of resources directed to improve family stability and wellbeing. Sewall staff, including educational, family services, health and disabilities staff collaborate through monthly meetings to support families in need of finding further resources. Sewall staff participate in trainings such as partnering with families, preparing children and families for transitions, and effective communication strategies.

The facilitation of parent participation is created through; relationship building with the Sewall team members as well as with other parents within the programs, offering a variety of potential participation activities such as classroom specific, center based or community focused, offering potential participation activities on a variety of days and time of day such as early morning, during weekday hours, evening hours and weekend days, and when appropriate meals and child care services are offered.

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Sewall centers are located within the neighborhoods and communities making access to the center within walking distance for many families. The Dahlia campus is located on and near several bus routes that are easily accessible. The Zone campus is co-located with several Denver Public Schools making it more convenient for caregivers to have one location to drop and pick up their children. Further, these communities have strong bonds and commitment to each other and one way that this is demonstrated is through the connections that are made between families to support one another in the drop-off and pick-up of children. We work to assist in the facilitation of these connections in order to ensure that children are regularly able to attend.

b. Describe engagement activities to support parent-child relationships, child development, family literacy, and language development including supporting bilingualism and biliteracy.

At the Sewall centers, there are community members who are employed team members. Some of these employees include a mother of preschool children and a grandmother of preschool children. These individuals offer ongoing support for connecting with parents. This informal group of parent leaders will continue to develop and guide the parent engagement and involvement activities. These leaders work to engage new parents along with the Policy Committee members. Further, the partnership between the Policy Committee, teachers, specialists and family service workers will establish the framework for parent engagement and involvement. This team will ensure the current Sewall strategies for family involvement including classroom planned engagement activities such as a planned morning gathering at drop off time out on the playground; a center-wide themed evening event planned at pick up time at times planned outdoors; participation in campus community events alongside the families; communication strategies that include, brief morning or evening discussions about the child's strengths and success, communication notebooks and sharing of the planned weekly activities;

and parent support training groups will continue to be implemented in a manner that meets the needs of the Head Start families. This team will also conduct verbal or written surveys with the families to gather further strategies for family engagement.

Sewall provides high quality preschool services, including IEP services in Spanish through its bilingual specialists and transdisciplinary Head Start disabilities team. When other languages that are not as prevalent as Spanish are the main or preferred family language, Sewall provides families with information through preferred channels of communication (i.e. formal interpreter, use of documentation in native language when available or any other alternative preferred by the family). Sewall ensures that families and children who speak languages other than English have appropriate access to resources and events that foster family-school engagement and increase academic and social competencies.

- c. Describe how your program has selected and is implementing a research-based parenting curriculum. Describe how your program engages parents in a research-based parenting curriculum.*

The current research-based parenting curriculums in place at the Sewall at Head Start centers are The Cultural Wellness Program, Partners in Leadership and the Pyramid program.

- d. Describe key program strategies for family partnership services, including:*
- i. Procedures for conducting the family assessment and family partnership process and aligning activities to the Parent, Family, and Community Engagement Framework outcomes; and*
 - ii. Tracking progress toward individual family goals and needs.*

In collaboration with DGKHS, the CCR family strengths and needs survey is offered to caregivers to complete in the Fall and Spring. This instrument gathers information about the family including their strengths and interests, areas of need and outcomes desired. Using the information shared, the parent and family service worker will create a family partnership agreement including goals wished to be accomplished over the next several months. Also

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included in the family agreement is strategies and steps that is completed by the parent and the family service worker in order to achieve the desired outcomes. Sewall employs two family service workers and each is assigned to work with and support children and their families. In our model in which there is a mental health worker funded by Sewall to also support children and families at these centers, there is a broader team of staff who is able to reach out to families on a regular basis.

The information obtained during parent interviews at enrollment, family surveys, and input from the Policy Committee is aggregated to determine the highest priorities of families' needs. This information is presented to the Program Staff at a staff meeting for input and in order to include the needs that teachers are aware of due to the relationships they have developed with families. Further, a self- assessment is completed by Sewall which includes surveying all Head Start staff and families regarding the Parent Family and Community Engagement goals and outcomes in order to gather input from all involved with the program. This information is then reviewed by the Policy Committee and Program Staff and used to update the outcomes and to suggest needed edits to the goals. (See Attachment III: Self-Assessment Results and Action Plan)

Once specific goals and expected outcomes are identified, the Policy Committee and Program Staff design action steps and a system to monitor progress toward these goals. The Head Start Director, Disabilities and Mental Health Coordinator, Health Coordinator, Education Coordinator, Family Service Workers, and Teaching staff are responsible for collecting the necessary data to assess progress toward goals. Appropriate tools and methods are identified once goals and outcomes are agreed upon. The measures, as described by the ECKLC site, examine two components, one of effort and the other of effect. Measures of effort count what

and how much family programming is offered. They describe whether and to what extent activities were carried out as planned. The measures of effect record changes in knowledge or behavior as a result of the activity. They track whether your activities have made a difference.

- e. Provide a few examples of community partnerships that facilitate access to services or resources in the community that are responsive to family partnership goals and children's needs. Identify any challenges to necessary partnerships and how the program plans to address those challenges.*

Sewall has established partnerships with many community agencies that are able to offer children and families a large variety of resources and supportive services in North Park Hill and the Far Northeast neighborhoods. Through these partnerships, systematic referral processes and family connection systems have been created to ensure effective and efficient access to services is available.

The existing community partnerships include Denver Public Schools Early Education department and programs, Kids Connect a program designed and implemented by the Junior League of Denver, WellPower, a mental health provider for Denver and co-located with Sewall at the Dahlia campus, the Dahlia Urban Garden, the Kids in Need of Dentistry (KIND) Clinic at Dahlia, the DPS Career Connect program, the Denver Public Library Read Aloud Books program, Swallow Hill music and the Healthy Foods for Denver's Kids community agencies. Through the long-term collaboration between Sewall and Denver Public Schools Early Education department and programs, children and families are assisted with assessment for and special education and supportive services, individualized family meetings to plan for children's educational services and transition family meetings to ensure seamless service delivery as children move from preschool to kindergarten. Kids Connect educates children together with their parents in an interactive play-based environment, incorporating reading, art and music

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activities, encourages parents to read with their children at home, and works with parents to recognize “teaching moments” in real-life situations. WellPower together with Sewall funds an early childhood mental health consultant at the Dahlia center who provides; consultation to classroom personnel, parent education and supportive groups to families, larger community resource connections, and connection to therapeutic services for children and adults. The Dahlia Urban Garden provides families with access to low-cost healthy food boxes, free events with food and community resource information available, and gardening groups for the children. The KIND Clinic offers reduced or no cost dental services to Sewall children. The DPS Career Connect Program provides high school students to work with the Sewall staff in the classrooms to offer further one on one interactive activities for the children. The Denver Public Library Read Aloud Books program makes available to each classroom weekly book bags with 4-5 specially chosen books as well as a reader who spends time conducting reading group in each classroom. Swallow Hill music provides weekly musical activities for the children. The Healthy Foods for Denver’s Kids community provides training opportunities, gardening experiences, access to healthy foods, and family interactive experiences focused on healthy foods and eating.

9. *Services for Children with Disabilities (1302 Subpart F):*

- a. *Describe how your program will ensure the full participation in program services and activities for enrolled children with disabilities, including but not limited to those who are eligible for services under IDEA and those who already have an IFSP or IEP.*
- b. *Describe how your program will ensure the individualized needs of children with disabilities are met, including how the program will collaborate with and help parents in the process and how the program will coordinate and collaborate with the local agency responsible for implementing IDEA.*

Sewall currently works collaboratively with Denver Public Schools and DGKHS disabilities team to provide Part B services to preschool aged children enrolled in Sewall classrooms at

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Dahlia and The Zone. Sewall follows a transdisciplinary service model where early childhood educators work alongside a variety of specialists (i.e., occupational therapist, physical therapist, speech and language pathologist, early childhood special educators, mental health staff) daily. Sewall teams currently meet weekly to discuss curriculum changes, children's individual progress and to organize needed instructional support. Additionally, Sewall Head Start provides early childhood teachers with specialized support through monthly collaboration meetings, consultation, and specialized services for children with disabilities. Together with the LEA and the child's family, Sewall staff participates in the development of IEPs and attends IEP meetings for children enrolled. Sewall staff provides relevant information related to screenings, assessments and classroom observations to the team developing the IEP. A copy of the child's IEP remains in the child's file while enrolled at Sewall Head Start. Sewall reminds families about their right to invite additional agencies or support to IEP meetings and Sewall conducts IEP meetings in a manner that is child and family centered, strength-based and culturally and linguistically appropriate. Sewall Head Start provides mental health support to staff and families through collaboration with WellPower (formerly known as Mental Health Center of Denver) at the Dahlia Campus and with the Denver Health Mental Health consultation team at the Zone. Sewall staff is encouraged to participate in community related activities that support Early Learning Outcomes and family well-being.

Sewall coordinates resources with community agencies by creating programs that are inclusive of all children and families and that address the need for preschool services in specific communities. Sewall Head Start teams collaborate with DPS, DGKHS health, mental health and disabilities vendor teams to provide adequate developmental assessments and services to children in need of an Individualized Education Program (IEP) to improve children's access to

the general education curriculum, ensure placement in the least restrictive educational environment and to increase physical, social and emotional skills needed to participate successfully in school. Sewall follows DGKHS process to refer and provide adequate health or developmental services needed. Children who display challenging behaviors but are not yet eligible for special education services are monitored and supported through the creation of behavior plans and individualized teaching strategies, together with the child's family, educational team and mental health staff from participating vendors (currently WellPower at Dahlia and Denver Health Early Childhood Mental Health consultants at The Zone).

10. Transition (see 1302 Subpart G): Describe strategies and practices to support successful transitions in:

- a. Transitions to and from Early Head Start;*
- b. Transitions from Head Start to kindergarten; and*
- c. Transitions between programs.*

Sewall collaborates with families, Early Head Start providers and other community-based programs looking to enroll children in a Head Start program. Sewall communicates and collaborates according to the following systems.

Sewall collaborates with Early Head Start programs, or other community-based programs (in the DGKHS service area) offering programming for children younger than three years of age to offer available services at the Dahlia Campus and at The Zone. When requested, Sewall implements transition actions to communicate with "sending" programs, initiates a relationship with the family and communicates timelines and actions needed for enrollment in a way that is linguistically and culturally appropriate.

Sewall implements transition strategies for children enrolled that will enter kindergarten by collaborating with families, and the local education agency (i.e., Denver Public Schools) or other public and private schools. Additionally, Sewall plans learning opportunities to familiarize

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all children with the transition to kindergarten and increase confidence in the process, including children with disabilities. So far, Sewall has transitioned 107 children to kindergarten programs and of those 30-45% of those are students identified with educational disabilities.

Regarding collaboration with families during the transition to kindergarten, Sewall helps families understand their child's progress, and provides opportunities for families to communicate with teaching staff, specialists, and family services staff to clarify any identified needs or understand practices that will increase their child's academic and social skills before and during the transition to kindergarten. Sewall provides families with information about how to advocate for their child's needs and resources for advocacy if needed, particularly for children with challenging behaviors, health care needs, children with identified educational disabilities and children who are learning English as a second language.

Sewall serves children within the Denver Public Schools (DPS) area of service. Sewall collaborates with DPS, as the local education agency to promote family engagement activities to share information regarding DPS kindergarten program options, and advance registration information through informational sessions at Dahlia center, and The Zone. When necessary, Sewall provides information regarding transition to kindergarten and registration information in ways that match families' linguistic preference and taking into consideration the cultural background of families. Sewall provides "receiving" kindergarten placements with information regarding the child transitioning according to family preferences and consistent with privacy requirements in subpart C of part 1303 of the Program Performance Standards. When sharing information to "receiving" kindergarten placements, Sewall documents the child's strengths, interests, family desires and preferred mode of communication, and information regarding areas for growth and known learning strategies implemented by Sewall educational teams. Sewall

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participates in joint community training and professional development for Head Start and kindergarten teachers and staff as described in §1302.71 (c)(2)(iii) of the Head Start Program Performance Standards. Sewall collaborates with DGKHS to distribute “Kindergarten Backpacks” when available to all kindergarten eligible children. Additionally, Sewall provides information related to community events, or activities in which families can foster academic and social skills during the transition to kindergarten.

Transition to kindergarten for children with an Individualized Educational Plan (IEP) include:

- Kindergarten information nights: Specific information regarding parent/guardian and child rights, according to the Individuals with Disabilities Education Act (IDEA) and Colorado Department of Education available resources and recommendations are shared with families of enrolled children with special needs. Families receive information regarding advocacy strategies, approaches on how to work collaboratively with receiving teams at their kindergarten program and how to continue to support their child’s learning through active leadership parent organizations and supports.

- Written summary: Sewall develops a written summary form for the family and “receiving” kindergarten program. The summary includes information on the child’s current level of performance as achieved by the end of the last year of preschool, information related to progress on IEP goals, needed accommodations to successfully include students with special needs in general education classrooms to the extent possible, and learning strategies known by Sewall Head Start educational teams.

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- Transition meeting: Additionally, Sewall partners with families to schedule transition meetings with “receiving kindergarten teams”, when needed, due to school team or family concerns around the transition or when requested by families.

Within Head Start and/or Early Head Start and moving a child from one program option to another, from one classroom to another or from one program to another program.

When children enrolled at Sewall Head Start transition to an external program (i.e., other community public or private preschool center), Sewall meets with the child’s family and determines a “transition plan” with specific steps, dates, and persons responsible to ensure that the child, family, sending and receiving teams understand the transition process. When families, including homeless families and children in foster care, move out of Sewall service area or district, Sewall supports a transition to other Head Start program or early childhood program that meets the family’s need to the extent possible. Children who require a transition between Sewall Head Start classrooms will go through the same “transition plan” as mentioned above. A meeting with the child’s family is scheduled and a plan is developed to ensure a smooth transition between classrooms according to the child’s needs and family preferences. A representative from the “sending” classroom meets with the “receiving” classroom team to support the transition process prior to the child’s transition.

11. Services to Enrolled Pregnant Women (see 1302 Subpart H):

- a. Describe how your program facilitates access to a source of ongoing care for enrolled pregnant women that do not have existing access to such care.*
- b. Describe your program’s strategy to provide prenatal and postpartum information, education, and services such as those that address fetal development, nutrition, risks of alcohol and drugs, postpartum recovery, and infant care and safe sleep practices.*
- c. Describe how your program’s family partnership services includes a focus on factors that influence prenatal and postpartum maternal and infant health, includes other relevant family members, and support the transition process.*

N/A

12. *Transportation (see 1303 Subpart F):*

- a. *Describe the level of need for child transportation services.*
- b. *Describe how your program will either directly meet transportation needs or assist families in accessing other transportation so that children can attend the program.*

Sewall Child Development Center staff will utilize a variety of resources to assist families with their transportation needs in order to ensure that their children can attend Head Start. With our history of collaboration with Denver Public Schools for children with disabilities, staff will work with relevant others to support school district transportation options for children with Individual Education Plans. For others, we will assist families in accessing transportation options including cab and bus vouchers and car pools with relevant family members to ensure that children can attend Head Start.

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

In this section, describe the governance, organizational, and management structures that support quality services and maintain accountability, efficiency, and leadership within your program

1. *Governance (see 45 CFR Part 1301 and Section 642(c)-(d) in the Act):*

Structure

- a. *Identify the member*
 - i. *with expertise in fiscal management or accounting,*
Chuck Fish and Randall Sylvan
 - ii. *with expertise in early childhood education and development, and*
Barb Bieber and Lynn Stambaugh
 - iii. *the licensed attorney familiar with program governance issues in the governing body/tribal council.*
Bill Holland and Julia Lazure

- b. *Describe how your program ensures additional members on the governing body reflect the community, including parents and representation from other key programmatic areas.*

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Given Sewall's mission of inclusiveness and diversity, Sewall's governing board works to ensure representation from diverse backgrounds related to our mission. Additionally, a third of the board members are parents of Sewall alumni. The board is split in gender and age representation and continues to seek members representing all of the communities that we serve.

- c. Describe the makeup of the policy council or if applicable, the policy committee. Include how each program option is represented.*

Sewall Child Development Center's policy committee is comprised of elected parents of children who are enrolled in the Head Start program as well as members at large of the community served by Sewall Head Start at the Dahlia and Zone Centers. It is composed of members as outlined in the Head Start Performance Standards and is responsible for approval and submission of decisions about activity as they relate to Sewall Head Start. The council approves parent involvement activities for support of program operations, program recruitment and enrollment priorities, applications for funding, budget planning, bylaws for its operation, program personnel policies and decisions, and procedures for election of members.

Processes

Governing Body

- a. Describe how the governing body receives key program information as outlined in 1301.2(b)(2) to inform their ongoing responsibilities including how decisions submitted by the policy council are incorporated into the decision-making process. Describe other key processes to ensure the governing body maintains effective ongoing oversight of program operations and accountability for federal funds.*
- b. If applicable, describe and explain the responsibilities delegated to any advisory committee related to program governance and improvement of the Head Start program. Include how the governing body maintains its legal and fiscal responsibility in the process.*

Sewall Child Development Center, Inc. is a non-profit agency governed by a Board of

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Directors. Sewall's Board is comprised currently of 16 members representing a variety of expertise, to include fiscal management and accounting, early childhood education and special education and related fields supporting young children and families, attorney, and philanthropists. Additionally, one third of the board members are parents of Sewall alumni. The board meets 9 months out of the full calendar year. A member of the Head Start policy committee is a representative member of the Board of Directors.

As part of the governing structure of Sewall, board members also participate in one committee that meets monthly. These include finance, program, development and governance committees. Each board member uses their representative expertise to contribute to the monthly oversight, guidance and policy development. All committees are open to community members including parents and family members in order to encourage diverse perspectives. Policy council members will be invited to attend all relevant committees. Sewall completes an audit annually.

Policy Council and Policy Committee

c. Describe how the policy council, and if applicable, the policy committee, receives and shares key program information as outlined 1301.3(c)(2) to inform their ongoing responsibilities.

Parent Committees

d. Describe how the parent committees communicate with staff to inform program policies, activities, and services to ensure they meet the needs of children and families.

e. Describe the process for communication with the policy council and policy committees.

The Policy and Parent committees receive and share information through the monthly policy committee meetings. The representatives on the DGKHS policy council bring information back

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to the Sewall policy committee for review and discussion. The Family Service Workers, Program Managers and Program Director ensure information regarding Sewall Head Start program procedures, policies and daily center activities are communicated to this group monthly. Representatives of this committee are invited to provide feedback during staff interviews, parent engagement activities suggestions and policy or procedure changes.

Relationships

- a. Describe training and technical assistance or orientation sessions for the governing body, advisory committee members, and the policy council.*
- b. How does your program ensure governing body members do not have a conflict of interest with the Head Start, Early Head Start, and delegate programs or other partners/vendors? Describe any exception criteria applicable to a governing body member.*
- c. How do the governing body and policy council members ensure meaningful consultation and collaboration around their joint decisions?*

Each potential board member submits an application and letter of interest to join Sewall's board following a tour of programs and meeting with the CEO, and preferably another board member. Issues of conflict of interest are explored upon review of application and the initial interview. Any potential issues are discussed upfront and shared for board vote. If an issue of conflict of interest is present, board members are not allowed to be a voting member on related topics and decisions. Upon receipt of the application, the board of directors votes to approve a board member for a 3 year term that can be renewed. After that meeting, an orientation is held for the new board member, minimally with the CEO, and preferably with another board member and key staff. Each member is given a written board manual that provides training and technical assistance information to each relevant area of board governance. Committee members cross train each other on relevant topics through presentation at board meetings, articles shared on email and through the use of speakers.

2. *Human Resources Management (see 1302 Subpart I):*
 - a. *Provide an organizational chart identifying the management and staffing structure including the Executive Director, the Program Directors, managers, and other key staff. Include assigned areas of responsibility and lines of communication.*

See Attachment III: The Sewall Organizational Chart including the Sewall Head Start Organizational Chart

Sewall Child Development Center employs teachers, teacher assistants, teacher aides, specialists (Early Childhood Special Educators, Speech Language Therapists, Occupational Therapists, Physical Therapists, and Social Workers), Bilingual Child Development Consultants, finance staff and administrative staff, all of whom report to their respective supervisor and program coordinator. Program coordinators report to the Vice President of Programs (VP) and CEO. The VP of Programs, VP of Program Systems, and VP of Development report to the CEO, who reports directly to the Board of Directors. Sewall Child Development Center consists of multiple programs which each have an assigned program coordinator or several program coordinators that are responsible for coordinating the daily operations, creating systems of operation, and supervising staff. All programs are staffed collaboratively, and staff work together to ensure successful program outcomes are achieved. Please see the attached organizational chart for more information about the management team, staffing structure, and supervisory structure for all of Sewall and the Sewall Head Start Program.

- b. *Describe systems developed to ensure criminal background checks occur prior to hire for all staff, consultants, and contractors in the program.*

Following Sewall Child Development Center's Policies and Procedures, all employees are required to complete fingerprinting which is submitted for background checks of the past seven years with a Social Security Trace, through the Colorado Bureau of Investigation and the Federal

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Bureau of Investigation. All employees hired are required to complete fingerprinting prior to beginning work with the children. All Sewall employees are also reviewed by the Colorado Department of Human Services, Background Investigation Unit which checks records in the Statewide Automated Child Welfare Database to ensure the potential employees do not have records of child abuse or neglect. There shall be automatic disqualification from employment if felony convictions are revealed. If information is shared from a potential employee regarding charges in other states a search is made for pertinent data including any possible from the National Sexual Offender Registry. All Sewall employees are required to inform the Sewall administration of any criminal charges or convictions or nolo contendere pleas (no contest pleas) that arise while they are employed. Sewall will inform the City within one business day of having knowledge of a charge, conviction, or plea. It is understood that The City will determine, in its sole discretion, whether the employee will remain on a City assignment.

c. Describe orientations provided to new staff, consultants, and volunteers.

See Attachment IV : Training and Technical Assistance Plan

d. Describe key features of your program's approach to staff training and professional development. Describe your program's approach to implementing a research-based coordinated coaching strategy, including the approach to the delivery of intensive coaching for identified staff.

See Attachment IV: Training and Technical Assistance Plan

Sewall teams have an assigned calendar of professional development opportunities that include a variety of modalities and subjects (including mandatory all new staff and volunteer training on Sewall philosophy and mandatory child abuse and neglect training) throughout each school year that amounts to more than the 15 clock hour requirement as stated in §1302.92(b) Effective educator-child relationship strategies are provided throughout the school year through a variety of instructional models such as lectures, coaching, modeling, and team discussions in

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transdisciplinary monthly meetings as well as through individual meetings with staff participating in coaching sessions and supervision meetings. Topics included are improvement of child and family outcomes, providing effective and nurturing adult-child interactions, and mental health issues that may be affecting job performance, mental health and wellness.

Sewall staff participate in training related to ongoing assessment of children to support positive educational outcomes. Sewall provides staff with necessary training sessions to become familiar with the use of Creative Curriculum, to understand how to use linked assessment systems such as Teaching Strategies Gold to track children's educational outcomes, and the Pyramid Plus Approach to support social and emotional competency skills. Sewall supports staff implementing instructional strategies through assigned coaching and opportunities to have reflective supervision sessions when needed.

Sewall supports Head Start staff through regular provision of feedback, supervision, intensive coaching when needed and through transdisciplinary team meetings. Each Sewall staff member is assigned to a supervisor who assists with individual human resources needs, complete reflective supervision meetings, assist with annual performance reviews and assist staff completing their yearly educational professional development plan. Additionally, Sewall provides coaching sessions to staff participating in the Pyramid Plus Approach and receive regular feedback through completion of direct observation tools related to teaching practices. Staff not identified as in need of intensive coaching participate in professional development opportunities as described in their educational plan in order to increase competency in their area of service. Professional development opportunities include; supporting children with differing learning abilities and their families; supporting dual language learners; and trauma and toxic stress.

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3. *Program Management and Quality Improvement (see 1302 Subpart J):*
 - a. *Describe key features of your program's systems for ongoing oversight, correction, and assessment of progress towards your program's identified goals. Include approaches that promote effective teaching and health and safety practices.*
 - b. *Describe key features of your program's management process and system to ensure continuous program improvement that relate to effectively using data and ongoing supervision to support individual staff professional development.*
 - c. *Describe how the management system ensures budget and staffing patterns that promote continuity of care, allow sufficient time for staff participation in training and professional development, and allow for provision of the full range of services.*

Sewall Child Development Center has a well-defined management system with various levels of responsibility and accountability which ensures delivery of high-quality services in all of the Head Start program areas. Members of Sewall's leadership team representing programs (VP of Programs), fiscal (accountant), development (VP Development) and CEO (oversight of human resources) meet weekly to ensure effective management and oversight of program and fiduciary responsibilities. Each staff member is responsible to a Board committee and meets with such committee monthly; and CEO with all of the above.

A team of program coordinators representing the early childhood, special education, therapists, and mental health components of inclusive programming and Head Start performance standards also meets weekly and discusses individual staff professional development as well as areas for continuous program quality improvement. This team of coordinators along with the Sewall CEO and VP of Programs provide the oversight and supervision of all Sewall employees. Regular supervision is conducted with Sewall staff. The team of coordinators, Sewall CEO and VP of Programs plan and develop the professional development schedules based on identified needs discussed during supervision and management meetings.

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Financial statements are reviewed monthly and compared to budget and program management are then adjusted accordingly. Between both of the management groups, staffing patterns are reviewed with budgets and provision of quality services are problem solved.

Along with Sewall's Board of Directors, strategic short and long term goals are developed and reviewed to ensure school readiness is promoted through educational, health, nutrition and family partnerships. Through ongoing licensing and quality improvement efforts, an annual self-assessment process completed by the board, staff and families is administered and reviewed for dynamic and ongoing improvement.

Sewall staff ensures that there are various automated record keeping systems appropriate to the program, fiscal and reporting needs and to ensure ongoing compliance of regulations, including Head Start.

Sewall Child Development Center has been providing Head Start programming services for the past 5 years and we have just begun the 6th year of services. During this time, Sewall has experienced many successes including being able to provide the neediest Sewall families with more comprehensive services focused on health, nutrition, and mental health. Sewall has more intentionally reached out to parents for job opportunities in early childhood education; Sewall has revised pay scales to ensure retaining the highest amount of staff possible during and following the pandemic; in collaboration with Caring Ambassadors, Sewall launched a Staff and Family Wellness Program that has included funding mental health therapy for staff, continued emergency family assistance for staff and families, alternative wellness including acupuncture, chiropractic support, nutrition support among others; Sewall has been part of the CU place-based internship in which a minimum of 3 Head Start staff has participated; and Sewall has funded continuing education for staff. Further, Sewall continues to keep classrooms operational during

these times of limited qualified individuals applying to be early childhood educators while also ensuring classrooms remain vital to children's social-emotional learning and academic progress, and Sewall provides comprehensive family support. Sewall provides staff with training focused on current community needs. Sewall Head Start classrooms have been a viable option for children of all kinds of abilities and disabilities.

Section II. Budget and Budget Justification Narrative

A comprehensive budget aligns with the proposed program approach and identifies allowable costs, and is aggregated by object class category. Grantee and, if applicable, each delegate agency must complete separate budgets for Head Start and Early Head Start.

Justify the budget by addressing the following:

- 1. Provide a detailed narrative to explain the costs by object class category identified within the SF424A Section B-6. Explain significant personnel and fringe adjustments for this budget period for item a and b. For each item c through h, ensure the narrative aligns with the amounts requested for direct and, if applicable, indirect costs.*
- 2. Identify and explain each delegate agency agreement, partnership contract, and any single item costing more than \$150,000 in the "Contractual" and "Other" budget categories.*
- 3. If applicable, describe the planned use of cost-of-living adjustment (COLA) funds based on the related Program Instruction.*
- 4. Describe key features of the organization's financial and property management system and internal controls in place to maintain effective control and accountability for grant funds, property, and other assets. See requirements for financial management at 45 CFR §75.302 and internal controls at §75.303.*
- 5. Identify each source of non-federal match, including the estimated amount per source and the valuation methodology. Explain how your program determined that proposed non-federal match is allowable per 45 CFR §75.303 and Section 1303.4.*
- 6. If proposing a waiver of the non-federal share match requirement, provide a detailed justification that conforms with the criteria under Section 640(b)(1)-(5) of the Act.*
- 7. If proposing a waiver of the 15% limitation on development and administrative costs, provide a justification that meets the requirements of Section 1303.5 and contact your regional office for additional guidance.*
- 8. If requesting an enrollment reduction request, describe the budget implications of the reduction request and any cost-savings measures considered prior to seeking the enrollment reduction.*
- 9. If requesting a conversion (see Section 1302.20(c)):*

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- a. Identify the amount of funds that will be re-allocated by object class category to convert Head Start to Early Head Start services. Explain the changes in each object class category.*
 - b. Describe start-up costs from the annual operational funds that would be necessary to implement the proposed conversion request based on the timetable in item 3.d.iii.E of SubSection B of these instructions.*
 - c. Discuss one-time funding necessary for the conversion and how the agency intends to secure such funding.*
- 10. If requesting funds for the purchase, construction, or major renovation of facilities not previously approved, explain the need for and proposed use of such funds. Identify all proposed sources of funding for facilities activities and submit supporting documentation.*
- 11. If requesting funds for equipment, describe the procurement procedures to be followed for the purchase of such equipment. See equipment definition at 45 CFR §75.2.*

See Attachments V and VI for the Cost Allocation Plan and Budget Narrative

Budget Narrative

Sewall Child Development Center, Inc. (SCDC)

Dahlia and The Zone Head Start Locations

Personnel; Salary Compensation

The details of the salaries for personnel are identified in the cost allocation summary for quick reference in Attachment V. The personnel include lead teachers and teaching assistants, program director and managers, disabilities and mental health coordinator, education coordinator, family service workers, a nutrition coordinator, a content area expert, a fiscal administrator, and data entry support. The salaries of Sewall personnel are based on a pay schedule that identifies levels based on job descriptions, staff members certification and education, and past early childhood experience. The teacher salaries for 6 teachers at 20 hours a week per teacher to lead 6 Head Start classrooms, totals \$149,970. The salaries for 6 teaching assistants at 20 hours a week per teaching assistant is equal to \$142,211. The Disabilities and Mental Health Coordinator will be supporting special education and mental health consultation services at a .07 FTE for a total of \$5,593. An Education Coordinator will be supporting the teachers and the classroom curriculums at a .06 FTE for a total of \$5,356. A Nutrition Coordinator will be supporting the food program and health components at .05 FTE for a total of \$4,082. The Head Start Director will have program oversight at .20 FTE for a salary of \$19,843 with 2 assisting Program Managers at .20 for Dahlia and The Zone; salaries at \$16,329 and \$17,854. The two Family Service Workers will be available to the families and classrooms at a .50 FTE equaling \$66,030. A Content Area Expert will be supporting Teachers and Teaching Assistants with .06 FTE at \$5,356. A fiscal

EXHIBIT B

administrator, at .04 FTE for a total of \$3,475, will oversee all financial responsibilities. And finally, the program will have Data Entry Support at .50 FTE at \$25,147. The total amount of personnel salaries equals \$461,246.

Additional support in the classrooms will be provided by volunteers as well as outside coaching support to assist current teaching staff to meet educational requirements as well as any accommodations or modifications needed by individual children.

Salary Cap: No one person will be paid a salary greater than a Level II Executive with Head Start funds.

Payroll Taxes

Sewall Child Development Center, Inc. pays 7% of salary costs for payroll taxes totaling \$32,287.

Equipment

At this time no equipment needs are anticipated.

Supplies

A targeted amount of \$2,801.76 will be used to support office related supplies, computer supplies, classroom materials and food and other supplies for parent committees and events.

Contractual

The primary contractual agreement that will be used to support the program is with The School Health Nursing contract with The Children's Hospital for \$2,650.

Construction

At this time no construction needs are anticipated.

Other

- **Rent--** of the facility from the WellPower at \$600 a month for a total of \$7,200 a year.

Other (Federal share, PA 20)

Training and Technical Assistance funded by Head Start at \$8,850 from PA 20 (TTA) will be targeted for coaching with the coach, at .13 FTE, meeting all the required components required by Head Start and teacher training. The coaching will target the Head Start standards and procedures, Head Start Early Learning Outcomes Framework: Ages Birth to Five, and Creative Curriculum.

Total Budget \$515,034.76

NON-FEDERAL SHARE, INKIND

Program Operations (non-federal share/in-kind)

Personnel \$46,704

SCDC administration salaries/fringe benefits (for CEO, accountant, and bookkeeper) which are allocated based on the percentage of the Head Start operating budget compared to the total operating budget of SCDC. The costs include .10 of the CEO, accountant, and bookkeeper staff members totaling \$28,487.

Also included in the personnel costs are additional staff time for the Data Steward who provides data entry support and reporting responsibilities, as well as, additional staff time for TS Gold data personnel totaling \$18,217.

Fringe Benefits \$40,636

Sewall Child Development Center, Inc. adheres to the local, state, and federal requirements for employed staff included in the benefits package the Center offers. The cost of 8% of fringe benefits at the allocated FTE for all personnel included in the Federal Share and Non-Federal share portions of the budget equals \$40,636.

Worker's Compensation Costs \$15,747

\$14,299 is equal to 3.1% of the total personnel amount of \$461,246. \$883 is equal to 3.1% of the SCDC administration salaries. \$565 is equal to 3.1% of the data stewards' salaries.

Software costs \$6,500

Child Plus data system data.

Rent \$8,840.00

Sewall's contributions to monthly rent, \$8,840 based on \$737 per month for 12 months.

Remaining amount requested in direct funds.

Activities for children and families \$2,563.69

EXHIBIT B

The following grant funded activities will be taking place and part of the non-federal share/in-kind. The activities include Culture of Wellness, Swallow Hill Music Services, and the Denver Zoo.

Training and Technical Assistance \$7,768

From non-federal share, \$7,768 will be allocated for increased coaching support which equals 7% of the staff member's time who provides coaching across classrooms.

Finance

There will be a separate budget and Profit and Loss Statement maintained for the Sewall Head Start programming. The same internal controls, such as monthly Finance Committee oversight and an annual audit are in places as for all of Sewall's finances.

There is a contract in place between Sewall and WellPower for use of the Dahlia Campus for four Head Start classrooms and staff offices. As well as, there is a contract in place with Build Strong Education for three Head Start classrooms and staff offices at the Evie Garrett Dennis Campus-Denver Public Schools.

Total Non-Federal Share \$128,758.69

Sewall Child Development Center Early Head Start & Head Start Programs

2024 - 2025 School Calendar

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

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

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

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

- Unavailable (no Head Start services)
 - Teacher in-Service Day (no school for students)
 - School Closed/ Holidays
 - First and Last Day of School
 - No Programming (some child care available)
 - Graduation for children moving to Kindergarten
 - Team Meeting Day (NO school for children 12:00-4:30pm)
- **Please see the back of the page for further descriptions of dates with highlights**



**SEWALL CHILD DEVELOPMENT CENTER
2024-2025 EARLY HEAD START AND HEAD START CALENDAR**

August 5-9	SCHOOL CLOSED: Break
August 12-16	SCHOOL CLOSED: Professional Development
August 12-October 14	Head Start Home Visits
August 19	First Day of School-No Head Start services
August 26	FIRST DAY OF HEAD START SERVICES
September 2	SCHOOL CLOSED: Holiday-Labor Day
September 27	SCHOOL CLOSED: Professional Development
October 10	SCHOOL CLOSED: Professional Development
October 11	SCHOOL CLOSED: Professional Development/Team Meetings
October 14	SCHOOL CLOSED: Completion of Fall Home Visits
October 21- Nov. 8	Parent/Teacher Conferences
November 8	SCHOOL CLOSED ½ Day, 12:00-4:30pm: Team Meetings/Completion of Parent/Teacher Conferences
November 25 & 26	THANKSGIVING BREAK: Only Child Care Programming will be open
November 27-29	SCHOOL CLOSED: Holidays-Thanksgiving
December 13	SCHOOL CLOSED ½ Day, 12:00-4:30pm: Team Meetings
December 23-27	SCHOOL CLOSED: Winter Break
December 25	SCHOOL CLOSED: Holiday-Christmas Day
December 30, 31, Jan 2, 3	WINTER BREAK: Only Child Care Programming will be open
January 1	SCHOOL CLOSED: Holiday-New Year’s Day
January 6	SCHOOL CLOSED: Professional Development
January 20	SCHOOL CLOSED: Holiday-Martin Luther King Day
January 31	SCHOOL CLOSED ½ Day, 12:00-4:30pm: Team Meetings
February 14	SCHOOL CLOSED: Professional Development
February 17	SCHOOL CLOSED: Holiday-President’s Day
February 28-March 14	Spring Head Start Home Visits
February 28	SCHOOL CLOSED ½ Day, 12:00-4:30pm: Team Meetings/Home visits
March 14	SCHOOL CLOSED ½ Day, 12:00-4:30pm: Completion of Spring Home Visits
March 24-March 28	SPRING BREAK: Only Child Care Programming will be open
March 31	SCHOOL CLOSED: Professional Development
April 18	SCHOOL CLOSED: Professional Development
April 25-May 16	Spring Parent/Teacher Conference
April 25	SCHOOL CLOSED ½ Day, 12:00-4:30pm: Team Meetings
May 16	SCHOOL CLOSED ½ Day, 12:00-4:30pm: Team Meetings/Completion of Parent/Teacher Conferences
May 26	SCHOOL CLOSED: Holiday-Memorial Day
May 29 & 30	GRADUATION Days
June 2-6	SCHOOL CLOSED: Summer Break
June 19	SCHOOL CLOSED: Holiday-Juneteenth

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



SEWACHI-01

SUZANNEH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2024

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...

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...

PRODUCER: CCIG, 155 Inverness Drive West, Englewood, CO 80112. CONTACT NAME: Julie Robins, CIC. PHONE: (720) 212-2026. FAX: (720) 212-2026. E-MAIL ADDRESS: Julie.Robins@thinkccig.com. INSURER(S) AFFORDING COVERAGE: Philadelphia Insurance Company.

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.

Table with 8 columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Crime/Cyber Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) "As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured on Commercial General Liability and Business Auto policies".

CERTIFICATE HOLDER: City and County of Denver, Office of Children's Affair, 201 W Colfax Ave. Dept. 1101, Denver, CO 80202-5329. CANCELLATION: 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: [Signature]

EXHIBIT E

Security National Insurance Company
A Stock Insurance Company

WORKERS COMPENSATION
 AND EMPLOYERS LIABILITY
 INSURANCE POLICY

WC 99 00 01 B
 1 of 5
 INFORMATION PAGE

Ncci Code: 40533

<p>1. Insured: Sewall Child Development Center Inc 940 Fillmore St Denver, CO 80206</p> <p>Other workplaces not shown above: None</p> <p>Producer: Associates Insurance Group, Inc. 7395 E. Orchard Rd. Greenwood Village, CO 80111</p>	<p>Policy Number: SWC1487529</p> <p><input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation or _____</p> <p>Federal Tax ID: 840413241 Risk Id: Renewal of: SWC1442930</p>
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2. The policy period is from 4/30/2024 to 4/30/2025 12:01 a.m. at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: Colorado

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

State	Bodily Injury by Accident	Bodily Injury by Disease	Bodily Injury by Disease
	\$500,000 each accident	\$500,000 policy limit	\$500,000 each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:
 All states except ND, OH, WA, WY and State(s) Designated in Item 3.A

D. This policy includes these endorsements and schedules: See Extension of Information Page

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

See Extension of Information Page

TOTAL ESTIMATED ANNUAL PREMIUM	23,091
STATE ASSESSMENT	0
TOTAL ESTIMATED COST	23,091
Minimum Premium	0
Deposit Premium	2,310

Issue Date: 3/8/2024 Countersigned by: _____
 Authorized Representative



Sewall Child Development Center

Head Start Program Locations

2024-2025

Sewall @ Dahlia
3401 Eudora St
Denver, CO 80207

Sewall @ The Zone for Inclusive Learning
4800 Telluride St
Denver, CO 80249

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:

- | | |
|---|---|
| <input type="checkbox"/> Experiencing Homelessness | <input type="checkbox"/> Other (up to 10% may fall into this category, up to 49% for AI/AN programs) |
| <input type="checkbox"/> Foster care | |
| <input type="checkbox"/> Public assistance (TANF, SSI, SNAP) | <input type="checkbox"/> Income between 100-130% poverty guidelines (up to 35% may fall into this category) |
| <input type="checkbox"/> Income at or below 100% poverty guidelines | |

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

- | | |
|--|---|
| <input type="checkbox"/> Income Tax Form 1040 | <input type="checkbox"/> Unemployment documentation |
| <input type="checkbox"/> W-2 | <input type="checkbox"/> Written statement (employer, service provider) |
| <input type="checkbox"/> TANF documentation | <input type="checkbox"/> Foster care reimbursement |
| <input type="checkbox"/> SSI documentation | <input type="checkbox"/> Family signed declaration |
| <input type="checkbox"/> SNAP documentation | <input type="checkbox"/> Other, please describe:
_____ |
| <input type="checkbox"/> Pay stub or earnings statements | _____ |

7. Staff signature: _____ Date: _____

8. Staff name: _____ Title: _____

Notes: