

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER HEALTH AND HOSPITAL AUTHORITY**, a body corporate and political subdivision of the State of Colorado, authorized to do business in the State of Colorado, whose address is 777 Bannock Street, MC1952, Denver, Colorado 80204 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

DEFINITIONS:

- a. “ACF” means the Administration for Children and Families in the U.S. Department of Health and Human Services.
- b. “D.R.M.C.” means Denver Revised Municipal Code.
- c. “HHS” means the U.S. Department of Health and Human Services.

1. COORDINATION AND LIAISON: The Contractor will, during the term of this Agreement, fully coordinate all services hereunder with the Director of the Denver Head Start Office (the “Director” and the “Head Start Office” respectively) or such other City representative as may be designated by the City.

2. SERVICES TO BE PERFORMED:

a. At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in this Agreement and **Exhibit A** attached hereto and incorporated herein by reference.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor will provide all materials, equipment, supplies, know-how, production materials, and labor necessary to the services contained on **Exhibit A**.

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. Contractor shall also complete **Exhibit D** as may be directed or required.

d. The Contractor will comply with the City’s policy directives and required procedures for branding and marketing 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. Marketing 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.

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

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement an amount not to exceed **SIX HUNDRED FIFTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS (\$655,832.00)**("Fee") payable periodic installments in accordance with the rates and budget line items contained on **Exhibit B** attached hereto and incorporated herein by reference. The Fee excludes the Non-Federal Share Match set forth in subsection f, below.

b. Reimbursable Expenses: Except as set forth in the Budget in **Exhibit A**, there are no reimbursable expenses allowed under the Agreement. All of the Contractor's costs and expenses are contained in **Exhibit B**.

c. Invoicing: 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. 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 FIFTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS AND ZERO CENTS (\$655,832.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described on **Exhibit B**. Any unauthorized services performed by the Contractor are performed at Contractor's risk and without authorization under the Agreement. The Maximum Contract Amount excludes the Non-Federal Share Match set forth in subsection f, below.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. Contractor expressly understands and agrees that its rights, demands, and claims to compensation arising under this Agreement are contingent upon the City's actual receipt of such federal funds and continued federal funding. If such funds or any part thereof are not received, appropriated, or allocated by the City, the City and Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. If the federal government terminates the federal awards, disallows the costs associated with this Agreement, or otherwise reduces the funds awarded or actually paid to the City, the City reserves the right to make any necessary reductions as to this Agreement.

e. **Modifications to Exhibits**: The Parties may modify Exhibits 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 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 other 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.

f. **Non-Federal Share Match**: The Contractor will contribute a match of at least twenty-five percent (25%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **ONE HUNDRED SIXTY-THREE THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS (\$163,959.00)** as set forth in more detail in **Exhibit A**. 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 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.

5. 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 shall be performed in a manner that will not unduly interfere with the Services to be provided under this Agreement. The Contractor will make available for inspection by the Director or the Director's designated representative any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement.

6. STATUS OF CONTRACTOR:

a. 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.

b. Without limiting the foregoing, the Parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to workers' compensation benefits from the City, and that the Contractor is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

7. TERMINATION:

a. The Parties have the right to terminate the Agreement with cause and without cause upon thirty (30) calendar days written notice. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Director or beyond that the date on which notice is received, unless otherwise directed.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to crimes of violence, criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice. Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no 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.

d. If the 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. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

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

8. EXAMINATION OF RECORDS: 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.

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

10. INSURANCE (Governmental and Quasi-governmental Entities): If Contractor is a governmental or quasi-governmental entity, then this Paragraph 10 shall apply, and Paragraph 11, below, shall not apply. Contractor represents that it self-insures for general liability, automobile liability, workers' compensation, employers' liability and professional liability insurance for itself and for its public employees pursuant to the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101 through 24-10-120).

a. Subcontractors and Subconsultants: Contractor shall ensure that all Subcontractors and Subconsultants (Subcontractors), if any, maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor will not utilize Subcontractors unless Contractor notifies the City first, and at that time, the Contractor may propose review or modification of the insurance terms and conditions for such Subcontracts, subject to Head Start requirements and City discretion. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor 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.

b. Additional Insureds: For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include Contractor and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

c. Workers' Compensation & Employer's Liability Insurance: Subcontractor shall maintain 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.

d. Commercial General Liability: Subcontractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

f. Cyber Liability: Subcontractor shall maintain Cyber Liability coverage with minimum 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. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

11. INSURANCE (Non-governmental Entities):

a. If the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended (“Act”), then this Paragraph 11 shall not apply, and the Contractor shall comply with Paragraph 10, above.

b. 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.

c. 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 C**, 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.

d. Additional Insureds: For Commercial General Liability and Business Automobile Liability, the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

e. Waiver of Subrogation: For all coverages under this Agreement, with exception of Professional Liability (if required), the Contractor's insurer shall waive subrogation rights against the City.

f. Subcontractors and Subconsultants: All 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. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

g. Workers' Compensation/Employer's Liability Insurance: The 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.

h. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with limits minimum 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.

i. 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.

j. Cyber Liability: Contractor shall maintain Cyber Liability coverage with minimum 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. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

12. DEFENSE AND INDEMNIFICATION:

a. If the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended (“Act”), this Paragraph 12 regarding indemnity shall not apply and the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

b. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

13. TAXES, CHARGES AND PENALTIES: 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.

14. ASSIGNMENT; SUBCONTRACTING: 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 on account 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 any sub-Contractor, subcontractor or assign.

15. 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.

16. 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.

17. 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.

18. 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 of it 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.

19. 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. 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.

20. NOTICES: Notices concerning termination of the Agreement, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

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

With a copy of any such notice to:

Municipal Operations Section
Denver City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail and email 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.

21. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.

22. 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.

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or 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 identity or gender expression, marital status, source of income, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL 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 and State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. In particular, and not by way of limitation, the services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional federal requirements:

- a. The Head Start Act as 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, 92 and 107;
- 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 C.F.R. 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 C.F.R. 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 C.F.R. Part 180 and 2 C.F.R. 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 Director if at any time it learns that its 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 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, 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 C.F.R. Part 93. Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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

l. Non-Discrimination and Equal Employment Opportunity (Federal requirements).
(1) In carrying out its obligations under the Agreement, Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 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), 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 with 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 C.F.R. 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.

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 C.F.R. §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. 1320d 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. 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.

25. LEGAL AUTHORITY: Contractor represents 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 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.

26. 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 any provisions of the Agreement were prepared by a particular party.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

28. 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. Contractor's Intellectual Property. Any reports, studies, data, other documents or materials prepared by Contractor in the performance of the Services under this Agreement shall be the exclusive property of the Contractor. Contractor hereby grants to the City a non-exclusive royalty free, non-transferable license to use the Deliverables solely for Internal Purposes. As used in this Section 28.b. "Internal Purposes" means that the City can use the Deliverables for internal research and development, but the City will not have the right to sell or license Deliverables to third parties or use the Deliverables for any commercial purposes.

29. 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.

30. 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 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.

31. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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

33. 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 will be, binding upon the Parties and their successors and assigns.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A 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.

35. 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.

End.

Signature pages and Exhibits follow this page.

Exhibit A – Scope of Work

Exhibit B – Budget

Exhibit C – Certificate of Insurance (if applicable)

Exhibit D – Criminal Records Check Tracking Sheet

Contract Control Number: MOEAI-202580230-00
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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-202580230-00
DENVER HEALTH AND HOSPITAL AUTHORITY

By:  Signed by:
54D81C88D2514DB...

Name: Kimberly Fash
(please print)

Title: Director, SPARO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

Vendor Information:				
Organization Name:	Denver Health Hospital Authority			
Mailing Address:	777 Bannock St. MC 0111 Denver, CO 80204			
Organization Contacts:				
REQUIRED CONTACT	NAME	TITLE	PHONE	EMAIL
Executive Level	Sandra Cherabie	School-Based Medical Director	303-602-7207	Sandra.Cherabie@dhha.org
Signature Authority	Sarah Haley	Grants Manager	303-602-7057	Sarah.Haley@dhha.org
Program Contact	Margaret Bellamy Alison Hoppe	Mental Health Supervisor Program Manager		Margaret.Bellamy@dhha.org Alison.Hoppe@dhha.org
Fiscal Contact	Yahaira Sichler	Financial Analyst		Yahaira.Sichler@dhha.org
Invoice schedule:	Monthly (Invoices to be submitted with appropriate back-up to Denver Great Kids Head Start contact)			
To be completed by OCA				
OCA Program:				
Program	Fund	Cost Center	Program Code or Grant ID	Total Budget
MAXIMUM CONTRACT AMOUNT				
Contract Term:				
If selected by Competitive Process, Title of RFX:				

Contract Summary: Denver Health cares for the needs of persons with significant barriers to accessing health care and special populations, including children, ethnic and racial minorities, asylum-seekers, refugees, immigrants, non-English speakers, LGBTQ+ communities, people with disabilities, pregnant youth, people experiencing homelessness, victims of violence, and those facing poverty. Our eleven community health centers and nineteen school-based health centers are located strategically in disadvantaged areas with high-health needs and provide a full spectrum of services, including primary care, mental health, dental care, pharmacy services, culturally responsive care, that is culturally and linguistically appropriate, linkage to wraparound services, and virtual health care delivery.

EXHIBIT A

New Max Contract Amount:

Work Description:

Health:

Services provided in a linguistically, culturally, equitable manner. DHHA shall provide primary health, dental care, clinical oversight, and resource support for DGKHS program managed by the DGKHS Health Services Director. RN Triage Coverage available by email M-F 7AM-6PM HeadStartNurses@dhha.org as well as by phone 303-602-6796. Provide direct dental services to children. A dentist will provide a preventative oral health screening in Head Start classrooms within 90 days of enrollment. Work with DGKHS Health Services Director to ensure delivery of health services is in accordance with Head Start Performance Standards.

Mental Health:

Denver Health's Early Childhood Mental Health Consultation (ECMHC) Team provides evidence-based trauma-informed consultation services, exclusively serving DGKHS delegates since 2008. Our consultation model promotes the mental health and social-emotional development of young children by providing child/family-focused consultation, classroom-focused consultation, program-focused consultation, trainings, and relationship-based reflective processing (RRP) to Head Start children, families, and program staff. Our RRP service is unique to our team, setting us apart from other ECMHC teams across Colorado.

Our vision is to ensure that social-emotional development is nurtured and supported in early childhood through positive and responsive relationships with caregivers, at school and at home. ECMHC improves children's social-emotional development, peer relationships, healthy attachments, emotional competence, parent-child/teacher-child interactions, and resilience. We aim to reduce the intensity and frequency of challenging behaviors, reduce suspensions, and eliminate expulsions, while also improving children's social-emotional environments at school, home, and in the community.

We approach early childhood mental health by providing high-quality and equitable ECMHC services, aligning with the Colorado Department of Early Childhood consultation model. Our team is comprised of highly skilled and specialized mental health clinicians, all endorsed or working toward endorsement through the Colorado Association of Infant Mental Health (COAIMH) by 12/31/2025.

We are continuously adapting to the ever-growing needs of the field, offering a variety of modalities to increase engagement in services (i.e. virtual services, newsletters, curated trainings). We regularly collaborate with community partners, and refer out when appropriate, to ensure access, awareness, and reduce stigma around mental health.

Timeline & Deliverable Description:

Health:

EXHIBIT A

Outcome #1: Increase virtual care visits and accessibility to healthcare		
<i>Goal</i>	<i>Measurement</i>	<i>Timeline</i>
Continue implementation of consent which will allow us to complete virtual care visits at delegate agency sites.	Continued learning and executions of data collection in EPIC.	Completed by June 30, 2026.
Mobile and possible home care expansion.	Increase in # of vaccinated children, data reporting in PIR, individual agency reporting, State reporting, EPIC reporting	Completed by June 30, 2026.

Outcome #2: Increase dental referral follow-up		
<i>Goal</i>	<i>Measurement</i>	<i>Timeline</i>
Increase dental referral access and follow-up	Agency reporting on dental number, data reporting in EPIC	Completed by June 30, 2026.

Outcome #3: Increase health education and access to information for families, delegate agencies, staff, and educators		
<i>Goal</i>	<i>Measurement</i>	<i>Timeline</i>
Increase outreach to families and staff regarding common health concerns/illnesses.	In person or virtual meeting offerings.	Completed by June 30, 2026.

Mental Health:

Outcome #1: Improve social and emotional development and increase protective factors in children 0-5 years of age.		
<i>Goal</i>	<i>Measurement</i>	<i>Timeline</i>
<i>a. The ECMHC Team will provide 105 child & family-focused consultation cases on a</i>	Child and family-focused consultation impact is measured by pre and post DECA –C (Devereux Early Childhood Assessment	Completed by June 30, 2026. Measurement data will be reported from

EXHIBIT A

<p><i>referral basis to Clayton Early Learning, Catholic Charities, Denver Public Schools, Family Star, Sewall Child Development Center and Volunteers of America.</i></p>	<p>Clinical Form) assessments, as well as caregiver and teacher program evaluations.</p>	<p>July 1,2025 to June 30, 2026</p>

Outcome #2: Improve the overall mental health climate of Head Start classrooms; help teachers feel more competent to respond to the social/emotional needs of students and families and support positive teacher-child interactions.

<i>Goal</i>	<i>Measurement</i>	<i>Timeline</i>
<p><i>a. The ECMHC Team will provide consultation to 15 Head Start classrooms on a referral basis.</i></p>	<p>Classroom-focused consultation impact is measured by pre and post CHILD (Climate of Healthy Interactions for Learning & Development) assessments as well as teacher and admin program evaluations.</p>	<p>Completed by June 30, 2026. Measurement data will be reported from July 1,2025 to June 30, 2026.</p>

Outcome #3: Improve reflective capacity and resilience with Head Start and Early Head Start staff through provision of relationship-based reflective processing (RRP) to decrease burnout, increase well-being, and reduce turnover.

<i>Goal</i>	<i>Measurement</i>	<i>Timeline</i>
<p><i>a. The ECMHC Team will provide RRP to 20 Family service workers, teachers, and administrators on a referral basis. RRP can be completed in group or individual formats.</i></p>	<p>Relationship-based reflective processing (RRP) impact is measured by pre and post RRP Action Plans and completed program evaluations.</p>	<p>Completed by June 30, 2026. Measurement data will be reported from July 1,2025 to June 30, 2026.</p>

Outcome #4: Increase knowledge of relevant mental health topics for Head Start and Early Head Start staff and families to increase their competency and capacity in reducing behaviors and promoting positive social emotional development.

<i>Goal</i>	<i>Measurement</i>	<i>Timeline</i>
<p><i>a. The ECMHC Team will provide trainings on relevant early</i></p>	<p>Training evaluations will measure staff and caregiver training impact.</p>	<p>Completed by June 30, 2026.</p>

EXHIBIT A

<i>childhood mental health topics to 200 Head Start and Early Head Start staff and caregivers upon request.</i>		Measurement data will be reported from July 1, 2025 to June 30, 2026.

Budget: A detailed budget for the entire contract period of 7/1/2025 – 6/30/2026

Health:

A) Briefly describe how the funding will be utilized and leveraged (word limit 150)

- Assist delegate agencies in ensuring DGKHS children and families have a medical home.
- Complete health screenings within 45 days of entry including vision and hearing screenings, height, weight, and blood pressure – if not noted on physical examination.
- Coordinate with the Marion Downs Center in scheduling screenings and follow-up of children needing further services.
- Review health histories and follow-up on health concerns with appropriate documentation.
- Delegate health care action plans for children with identified significant health concerns.
- Obtain medical and immunization records with appropriate release of records.
- Arrange for specialty appointments as needed for children with identified health or dental concerns.
- Interface with other medical home staff to ensure that timely medical and dental follow-up is accomplished.
- Review and maintain health policies and procedures, monitors changes in the health arena and proposed changes in compliance with Head Start Performance Standards. Submit monthly health vendor invoices detailing services and cost.

Mental Health:

- Improve social and emotional development and increase protective factors in children 0-5 years of age.
- Improve the overall mental health climate of Head Start classrooms; help teachers feel more competent to respond to the social/emotional needs of students and families and support positive teacher-child interactions.
- Improve reflective capacity and resilience with Head Start/Early Head Start staff to decrease burnout, increase well-being, and reduce turnover.
- Increase knowledge of early childhood mental health topics for Head Start/Early Head Start staff, to increase their competency and capacity in reducing behaviors and promoting positive social emotional development.

EXHIBIT A

BUDGET NARRATIVE

OCA WILL INSERT TABLE HERE

Compliance & Reporting Requirements

General Requirements:

- 1) All modifications to the services and/or budget that exceeds 5% in change to any line item must be pre-approved in writing by the Office of Children's Affairs
- 2) Funds must be used to support direct program services as outlined in the RFP
- 3) Funding is intended to serve as a supplement, to support keeping doors open for programs by and/or increase/expand existing programming, not to supplant other funding sources.
- 4) Organizations may be required to meet with an Office of Children's Affairs representative to debrief, share lessons learned about process, programming impact, etc.
- 5) Organizations are expected to display signage and/or online banners noting that the program receives funding from the Office of Children's Affairs. The City will provide electronic files that can be printed and/or displayed on websites and other materials.

Office of Children's Affairs Contacts:

- Lori Medina-Anderson – Deputy Director – Denver Great Kids Head Start
lori.medina-anderson@denvergov.org
720-913-0895
[contact for DGKHS program-related questions, regulations]
- Terra Swazer – Contract Administrator
Terra.swazer@denvergov.org
720-913-0878
[contact for contract related questions]

EXHIBIT B

2025-2026 Denver Great Kids Head Start - Budget Form

Please complete the section(s) for the categories you are applying for in the narrative section -- all funds must be spent between July 1, 2025 - June 30, 2026 (add rows as necessary)

	Head Start	Head Start In Kind	Early Head Start	Early Head Start In Kind	Total
1.) Personnel/Salaries (detail each position)	\$198,720.00	\$51,806.50	\$4,158.00	\$1,039.50	\$255,190.00
Program Manager	\$83,736.00	\$20,934.00			\$104,670.00
Nurse Home Visitor	\$52,828.00	\$15,467.00	\$2,063.00	\$515.75	\$70,873.75
Nurse Home Visitor	\$61,622.00	\$15,405.50	\$2,095.00	\$523.75	\$79,646.25
Clinical Consultant, MD	\$534.00	\$534.00			
2.) Fringe Benefits (detail each position)	\$44,070.00	\$11,740.75	\$923.00	\$230.75	\$56,846.50
Program Manager	\$18,570.00	\$4,642.50			\$23,212.50
Nurse Home Visitor	\$11,716.00	\$2,929.00	\$458.00	\$114.50	\$15,217.50
Nurse Home Visitor	\$13,666.00	\$4,169.25	\$465.00	\$116.25	\$18,416.50
	\$118.00	\$118.00			
3.) Travel	\$4,000.00	\$0.00	\$0.00	\$0.00	\$4,000.00
Mileage	\$4,000.00				\$4,000.00
Field Trips					\$0.00
4.) Program Supplies/Materials	\$2,400.00	\$0.00	\$0.00	\$0.00	\$1,000.00
Office Supplies	\$1,000.00				\$1,000.00
Education Material	\$1,000.00				
Medical Supplies	\$400.00				
5.) Contract	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
consultants					\$0.00
6.) Other Direct Cost	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Communication	\$3,000.00				\$3,000.00
Training for Employees	\$2,000.00				\$2,000.00
7.) Indirect costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
In-Kind					\$0.00
Administrative Costs					\$0.00
TOTAL:	\$254,190.00	\$63,547.25	\$5,081.00	\$1,270.25	\$322,036.50

2025-2026 Denver Great Kids Head Start - Budget Form

Please complete the section(s) for the categories you are applying for in the narrative section -- all funds must be spent between July 1, 2025 - June 30, 2026 (add rows as necessary)

	Head Start	Head Start In Kind	Early Head Start	Early Head Start In Kind	Total
1.) Personnel/Salaries (detail each position)	\$313,926.00	\$78,803.82	\$8,185.00	\$2,046.25	\$402,961.07
Program Manager, Clinical Social Worker	\$96,558.00				\$96,558.00
Mental Health Consultant, Head Start	\$86,345.00				\$86,345.00
Mental Health Consultant, Head Start	\$49,903.00				\$49,903.00
Mental Health Consultant, Head Start	\$28,460.00	\$26,143.82			\$54,603.82
Mental Health Consultant, Head Start	\$24,260.00	\$24,260.00	\$8,185.00	\$2,046.25	\$58,751.25
Mental Health Consultant, Head Start	\$28,400.00	\$28,400.00			\$56,800.00
2.) Fringe Benefits (detail each position)	\$69,620.00	\$17,536.43	\$1,815.00	\$453.75	\$89,425.18
Program Manager, Clinical Social Worker	\$21,414.00				\$21,414.00
Mental Health Consultant, Head Start	\$19,149.00				\$19,149.00
Mental Health Consultant, Head Start	\$11,067.00				\$11,067.00
Mental Health Consultant, Head Start	\$6,312.00	\$5,858.43			\$12,170.43
Mental Health Consultant, Head Start	\$5,380.00	\$5,380.00	\$1,815.00	\$453.75	\$13,028.75
Mental Health Consultant, Head Start	\$6,298.00	\$6,298.00			\$12,596.00
3.) Travel	\$915.00	\$300.00	\$0.00	\$0.00	\$1,215.00
Mileage	\$915.00	\$300.00			\$1,215.00
Field Trips					\$0.00
4.) Program Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Narrative --					\$0.00
5.) Contract	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
consultants					\$0.00
6.) Other Direct Cost	\$2,100.00	\$0.00	\$0.00	\$0.00	\$2,100.00
Communication	\$900.00				\$900.00
Training for Employees	\$1,200.00				\$1,200.00
7.) Indirect costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
In-Kind					\$0.00
Administrative Costs					\$0.00
TOTAL:	\$386,561.00	\$96,640.25	\$10,000.00	\$2,500.00	\$495,701.25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/1/2026

7/1/2025

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

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

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: COPIC Insurance Company</td> <td style="text-align: center;">11860</td> </tr> <tr> <td>INSURER B: Liberty Mutual Fire Insurance Company</td> <td style="text-align: center;">23035</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: COPIC Insurance Company	11860	INSURER B: Liberty Mutual Fire Insurance Company	23035	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER F:															
INSURED 1482919 Denver Health and Hospital Authority 777 Bannock Street Denver, CO 80204															

COVERAGES **CERTIFICATE NUMBER:** 17242854 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	HCC0015062	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	EU2-641-446073-034	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC2-641-446073-055 EW2 - 64N-446073-015	7/1/2025 7/1/2025	7/1/2026 7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	N	HCC0015062	7/1/2025	7/1/2026	\$1,000,000 per Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Denver Great Kids Head Start Contract #GM1085-V-1. City and County of Denver its elected and appointed officials employees and volunteers are included as Additional Insured as respects General Liability if required by written contract. Waiver of Subrogation applies in favor of the Additional Insured as respects General Liability if required by written contract, where permissible by law. Coverage is Primary and Non-Contributory.

CERTIFICATE HOLDER

CANCELLATION See Attachment

17242854 City and County of Denver 201 W. Colfax Ave., Dept. 1105 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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City and County of Denver
201 W. Colfax Ave., Dept. 1105
Denver CO 80202

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to ***paperless delivery*** of Certificates of Insurance, thus this is your final hard-copy delivery.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17242854**.

- Email: mountainwestdelivery@lockton.com
- Phone: 303-728-8060

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

*The above inbox and phone number is for automating electronic delivery of certificates only. **Please do NOT send future certificate requests** to this inbox or contact the phone number below with email updates.*

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

Lockton Companies
8110 E. Union Avenue, Suite 100
Denver, CO 80237

EXHIBIT D



Denver Great Kids Criminal Records Check Tracking Sheet

Date:

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

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