

## 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 office of the Office of Children’s Affairs, and together with Denver, the “City”) and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.**, a Colorado not-for-profit corporation, whose address is 6240 Smith Road, Denver, Colorado 80216 (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.** “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 2019-2020.

**B. Exhibit B,** Contractor’s Budget.

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

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

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

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

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

The terms and conditions of 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, 2019, and will expire on June 30, 2020 (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.** Provide proper supervision of all children at all times and develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practice(s). The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause 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.

**H.** 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.

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

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

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

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

**L.** Comply with all directives of the City issued in the form of a City- issued monitoring report within all timeframes designated in said City monitoring report. The Contractor will deliver to the City written confirmation of compliance with said directives on or before a date reasonably designated by the Director. If the Contractor cannot in good faith comply with any

directive contained in a City monitoring report by the deadline established by the Director, the Contractor will notify the Director, on or before the deadline for written confirmation of compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing, which approval will not be unreasonably withheld.

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

**N.** Maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy 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).

**O.** 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 twenty-first day of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this

Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Two Hundred Eighty Thousand Five Hundred Seventy-One Dollars and Zero Cents (\$1,280,571.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(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 **Three Hundred Twenty Thousand One Hundred Forty-Two Dollars and Seventy-Five Cents (\$320,142.75)** 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 2019-2020, HHS may issue only a partial financial award for program costs for Program Year 2019-2020. 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 (Alfresco) 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.

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

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

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

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

## **12. AUDIT REQUIREMENTS:**

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

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

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

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

**D.** The Contractor will satisfy the requirements of the Single Audit Act of 1984, 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 apply:

**(1) General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "B+"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for

which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

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

revoked as of the date Contractor executes this Agreement.

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

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

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

(9) **Commercial Crime (Fidelity):** Contractor shall maintain a Comprehensive Crime Liability with limits of \$500,00 for employee dishonesty, \$250,000 for theft, and \$125,000 for depositors' forgery. 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.

(10) **Additional Provisions:**

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

- (i) Defense costs are outside the limits of liability;
- (ii) A severability of interests, separation of insureds or cross liability provision; and
- (iii) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:

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

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

(d) For all general liability, the policy must not contain an

exclusion for sexual abuse or molestation, unless a separate policy covering this risk is provided and accepted by the City.

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

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

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

**B.** Contractor's duty to defend and indemnify the City Indemnities 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 the City Indemnities shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's Indemnities' negligence or willful misconduct was the sole cause of claimant's damages if the City in good faith alleges that the Claim arises from Contractor's acts or omissions under this Agreement.

**C.** Contractor will defend any and all Claims which may be brought or threatened against the City Indemnities and will pay on behalf of City, its appointed and elected officials, agents and employees, 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 the City Indemnities shall be in addition to any other legal remedies available to City and shall not be considered the City Indemnities' exclusive remedy.

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

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

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

**17. ASSIGNMENT AND SUBCONTRACTING:**

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

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

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

**18. 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.

## **19. 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 Section 4 above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient.

## **20. 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 C.F.R. 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.

## **21. 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.

**22. 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, 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 Executive 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 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, 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 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 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. 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 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.** 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, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

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

**U.** No Employment of Illegal Aliens to Perform Work Under the Agreement (City Ordinance):

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

(2) The Contractor certifies that:

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

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

(3) The Contractor also agrees and represents that:

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

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

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

(d) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

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

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

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

**23. 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.

**24. 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.

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

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

With a copy of any such notice to:

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

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

**26. 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.

**27. 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).

**28. 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 consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential,” or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

**D. “Data Protection Laws”** means (i) all applicable federal, state, and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all Personal Information and City Data in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children’s Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

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

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

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

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

**H. Loss of Personal Information or City Data:** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the

manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

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

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

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

and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

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

**M. Open Records:** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, C.R.S., 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.

## **29. 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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

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

**Exhibit List follows**

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

- 1. Exhibit A**, Contractor's Application and narrative to provide Head Start Services for program year 2019-2020.
- 2. Exhibit B**, Contractor's Budget.
- 3. Exhibit C**, Calendar of Times and Days of Operations.
- 4. Exhibit D**, Schedule for submission of reports.
- 5. Exhibit E**, Certificate of Insurance.
- 6. Exhibit F**, Site Locations.
- 7. Exhibit G**, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

**END**

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_


By \_\_\_\_\_



Contract Control Number: MOEAI-201948395-00

Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER



By: 

Name: Darren Walsh  
(please print)

Title: President & CEO  
(please print)

ATTEST: [if required]

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

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

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



**Exhibit A Scope of Work**

**CATHOLIC CHARITIES HEAD START CONTINUATION APPLICATION 2019-2020**

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**SECTION I. PROGRAM DESIGN AND APPROACH TO SERVICE DELIVERY**

**Sub-Section A: Goals**

**1. Program Goals, Measurable Objectives, and Expected Outcomes**

<b>Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.</b>					
<b>Goal 1 – Objective 1</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Implement classroom activities and maintain high-quality environments to promote growth for 90% of Head Start children in Teaching Strategies GOLD (TSG) developmental domains, including: Physical, Social-Emotional, Language, Literacy, Math, Cognitive and ESL	Catholic Charities Head Start children will show growth annually in the TSG developmental domains.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Utilize TSG data to create Activity Plans weekly for the classrooms</li> <li>• Conduct periodic CLASS, ECERS Observations in the classrooms to ensure high quality environments and activity</li> <li>• Complete and review TSG Outcomes three times during the program year to monitor children’s ongoing development</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• TSG Outcomes reports, ECERS Observations, CLASS reviews, Weekly Planning forms</li> </ul>					
<p>Year Two Updates:</p> <p>Catholic Charities Head Start program conducted CLASS reviews in all eleven Head Start classrooms the scores averaged mid-high to high in the Emotional Support Domain, mid to high in the Classroom Organization Domain and low to mid in the Instructional Support Domain. ECE Specialists/Coaches reviewed scores with the classroom staff and are creating strategies to enhance the classroom environments and activities accordingly.</p> <p>Catholic Charities completed TSG Checkpoints in the Winter, Spring and Fall of 2018 and has used the scores to design training opportunities, staff professional development, and classroom environment and Activity Plans to enhance children’s learning. Although Math and Literacy remain the lower scores the overall percentages are strong with 70% of children meeting or exceeding in Math and 62% in Literacy. Catholic Charities continued to target these areas through participation teaching staff and coaches in the Erikson Institute training. We continue to implement Math Minutes at all professional development days which include a developmentally appropriate Math activity along with the materials to take back and use in each classroom.</p> <p>In addition, this year we added Developmentally Appropriate Math Backpacks to our BackPACTT program which provides a variety of backpacks for families to take home and work with their child one-on-one. Each backpack has materials and instructions/suggestions on how to engage with their child. Each backpack also contains a book to focus on literacy that relates to the specific activities.</p>					



Following each TSG Assessment period, the Education Specialists/Coaches worked with teachers to create Individual Classroom Profiles to inform activity planning for the classroom, room arrangement/environments, and purchasing requests for educational materials and supplies. Individual child profiles were created to inform individualization reflected on the Weekly Activity Plans.					
<b>Goal 1 – Objective 2</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Provide ongoing professional development for 100% of Head Start staff in order to increase their knowledge and skills and maintain a high-quality work force.	Teaching staff will continue their educational growth and increase their knowledge and skills. Teachers will feel more confident in their role and increase children’s school readiness.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Implement a diverse Training and Technical Assistance Plan</li> <li>• Implement Practice-Based Coaching across the program</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• School reports, Training and Technical Assistance (TA) Plan, Staff surveys, TSG Outcomes reports, Collaborative Planning notes, Training Certificates evaluation, Professional Development plans</li> </ul>					
<p>Year Two Updates:</p> <p>Catholic Charities provided a week of Preservice training in August for all ECE staff. Training was provided on topics including: Medication Administration, CPR/First Aid, Mental Health/Mindfulness, Technology and Kindle Fires, the Impact of Trauma(Mount Saint Vincent), Personal Safety (Community Officers), ASQ/ASQ SE, DGKHS Orientation, History of Head Start, Multi-Tiered System of Supports and the Referral Process, The 5by5 Program, Math Minutes, New Math BackPACTTs, Lakeshore, Policies and Procedures, Head Start Performance Standards, Licensing Rules and Regulations, Distribution and Use of Walkie-Talkies, Health and Safety backpacks, Child and Adult Care Food Program, Nutrition, technology procedures, Culture of Wellness, CC Mission and Vision, School Readiness. Training was provided in large group, whole group, small group, and individually during the Preservice Week. Professional Development training was provided on two additional Fridays training topics included Conscious Discipline, and TSG.</p> <p>Catholic Charities continued to implement our new Coaching model providing 249 coaching hours throughout our six centers and Home Based programs. Coaches completed Professional Development Plans with all teaching staff identifying goals and strategies to achieve them. These plans played a role in determining training topics and educational opportunities. Catholic Charities provide opportunities for Head Start staff to complete college courses. Two education staff attended the Keystone Conference, five admin staff including the ECE Specialists, CC Director of Education , and the ECE Director of Home Based services attended the Child Plus Scramble to enhance our knowledge and ability to implement more components of the ChildPlus Data Base system in the areas of reporting, education, coaching and staff documentation. Seven teaching staff from Head Start completed CDA training through our in-house program.</p> <p>Education Specialists/Coaches attended training on Teachers Leading and Collaborating (TLC), the Colorado Department of Education Relationship-Based Coaching Credential and will be applying for their coaching credentials through the State of Colorado. Currently 60% of Catholic Charities Teachers hold a BA or higher-level degree. Catholic Charities completed a comprehensive Emergency Operations Manual through a Health and Safety Committee with guidance and training through FEMA. Connections were made with the Community Officers, who are now visiting centers regularly to read to children and provide a positive connection for our children and families. Site Safety Evaluations were conducted, program improvement plans were created with a priority list of items for</p>					

consideration, funding opportunities were applied for through Qualistar and key program upgrades were completed including developmentally appropriate window coverings, master locks and keys at all sites, improved door locks for each classroom, and security system upgrades for program entry. Staff were trained initially on drills, and emergency procedures for Lock Out/In, Shelter-in-Place with documentation and copied provided for all classrooms. The completed manuals will be presented and training provided during this program year.

Catholic Charities also initiated an Ambassador Program to provide a connection between the teaching staff and the ECE Leadership Team. Members volunteered and were selected from each site and program option and participate in Training Committee Meetings, to provide insight and assistance reflective of the teaching staff in their centers. This has been a positive addition to our program and during the February In-service week they will be taking on leadership roles, and in several cases providing training themselves. We believe this provides recognition and value for our staff and will assist in increasing overall staff satisfaction and retention.

Goal 1 – Objective 3	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide resources and services that help 95% of students and families make effective transitions from Head Start to kindergarten.	Children will successfully transition to kindergarten. Families will feel supported and confident in their role as the first teacher of their child.	See Below			
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> <li>• Host kindergarten transition meetings at all sites</li> <li>• Discuss transitions at Parent Teacher conferences</li> <li>• Provide training and resources for families on school readiness</li> </ul>					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> <li>• Transition plans, Home Visits/Family Conference sheets, Family Surveys, Parent Meeting agendas, Family Partnership agreements, School Readiness committee</li> </ul>					
Year Two Updates: Kindergarten transition meetings were hosted at all six of our Head Start sites providing opportunities for families to connect with schools in their area and learn the process of registration and the school choice process in Denver. 94% of our Head Start Families completed a Family Partnership Agreement and are actively working with our Family Service Worker staff to identify and reach their goals. 292 families participated Family Conferences and Home Visits where transitions were discussed for Kindergarten Bound Children and information was shared. 120 children currently enrolled our Head Start program are scheduled to enter kindergarten in the Fall of 2019. The School Readiness Committee updated and revised the Transition Policy and Procedures, including the Parent Conference and Home Visitation process. The newly revised version was presented at the January Professional Development Training for all Head Start teaching staff. School Readiness topics were presented in the monthly program newsletters for families to assist them in their role as their child’s first teacher. The BackPACTT program is available in all of the Catholic Charities Head Start classrooms which include school readiness activities for families to work with at home in the Physical, Language and Literacy, Cognitive, Social Emotional, and Math Developmental Domains.					

**Challenges:** In working towards our Program Goal 1, our main challenge this year was in navigating the changes in the TSG platform which created many difficulties in the exporting of data in consistent and meaningful reports. In particular, the Growth Report was eliminated which made the documentation of

growth inaccessible. The ECE Education staff are working with TSG directly along with the City, Region and National Head Start entities. We hope this will be remedied in the near future.

Securing training space was also a challenge for our Head Start program with the move of Catholic Charities Administrative offices and the sale of our building located on Pecos Street. The new offices located on Smith Road do not have the same space availability and the Training Committee worked to explore other options and reformatted our training delivery model to incorporate smaller groups, and center- based training to accommodate the limited space. We were able to partner with the All Saints Parish to utilize their space for our larger gatherings. This will be a continuing challenge as space becomes more limited in the Denver Area and the cost of renting space continues to rise.

**Impact:** The strategies and implementation of them for our teaching staff and families in increasing school readiness has enhanced our classrooms demonstrated by our CLASS scores and the high percentages of children meeting widely-held expectations in all of the TSG developmental domains. The Family Outcomes Assessment showed positive growth for our families in the areas of school readiness, child development/parenting skills, promoting language, positive relationships and leadership and advocacy.

<b>Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.</b>					
<b>Goal 2 – Objective 1</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Staff will ensure that a minimum of 90% of Head Start families know the health status of their children.	Children will develop lifelong healthy lifestyles and enter kindergarten ready to succeed.	See Below			
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> <li>• Ensure children receive screenings for vision, dental and BMI and share results and referrals for parents regarding follow-up activities, if needed</li> <li>• Distribute monthly health newsletters to families</li> <li>• Provide Healthy Living resources and activities for families during the program year</li> </ul>					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> <li>• Growth Trend reports, lesson plans, Health and Nutrition plan/activities, Program Information Report (PIR), Child Plus</li> </ul>					
Year Two Updates:					

According to our database 91.4% of our families know their child’s health status. According the PIR 360 children were screened for BMI, vision, dental and hearing. Results were shared with parents, and follow up was provided for families when needed.					
<b>Goal 2 – Objective 2</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Connect 95% of families with services, resources and providers to maintain their child’s health and nutrition needs.	Families will feel supported in meeting their child’s health and nutrition needs. Children will enter kindergarten healthy and ready to learn.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide resources and assistance for families to ensure medical insurance and a medical home for their children</li> <li>• Distribute a monthly health newsletter</li> <li>• Work with families through Family Partnership agreements to provide resources to maintain health and nutrition needs for children</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Family Partnership agreements (FPAs), Parent Meeting agendas, flyers/agendas, certificates, Health Advisory committee minutes, nutrition newsletters, Child Plus</li> </ul>					
<p>Year Two Updates: According to our Data Base 99% of Catholic Charities Head Start children have a medical home. Monthly Health and Nutrition newsletters were shared with families in our Head Start program. 94% of Catholic Charities Head Start Families completed Family Partnership Agreements with opportunities for resources to help maintain health and nutrition needs for their children.</p>					
<b>Goal 2 – Objective 3</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Ensure that 100% of children receive Developmental, Social-Emotional, Health and Nutrition screening and assessments and coordinate further assessment and support services when needs are identified.	Families will know the overall health and development of their child. Children will receive individualized services and supports per their needs. Children will receive early intervention when necessary.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Create and implement a program to ensure timely screening and assessment</li> <li>• Implement Collaborative Planning meetings to track screening, referrals and assessments for all children as necessary</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• PIR, Child Plus reports, Collaborative Planning minutes, Referral for Observation (RFO) notes and tracking, Individualized Education Plans (IEPs), lesson plans, Health Action Plans</li> </ul>					
<p>Year Two Updates: Catholic Charities has implemented procedures to track screening and assessment for children in the Head Start program including the Child Plus Data Base. Collaborative Planning meetings were held monthly for each Head Start Classroom which include a multidisciplinary team composed of Disabilities, Mental Health, Education, Family Services, Center Admin and teaching staff. These</p>					

meetings provided a strong consistent setting to monitor screening and assessment activities for the children enrolled in the Head Start program. According to our current information 93% of the children enrolled were screened within the required 45/90 days. 100% of the children were screened to date.

**Challenges:**

The challenges in meeting all goals and objectives in the screening and health area we encountered center around the growing number of homeless children and their families we are serving. Close to 20% of the Head Start children we are serving fall into this category. This has created challenges with attendance and documentation for these children in some cases. In addition families can be more transient and tracking movement can be difficult. We work with families to address barriers to transportation, transitioning, and resources to assist them in obtaining health documentation for their children. Catholic Charities also provides information about the importance of attendance and its impact on children’s learning and development.

**Impacts:**

The work we complete with children and their families around Health and Nutrition has been reflected in positive growth in the areas of Health, and family education at home according to the Family Outcomes Assessment.

<b>Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children, building connections in the community to improve their own skills, and are engaged as their children’s first teacher to ensure children are ready to succeed in school.</b>					
<b>Goal 3 – Objective 1</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Administer the Family Outcomes Assessment at three times during the program year to monitor the seven family outcomes within the Family and Community Engagement Framework.	Families will increase their self-sufficiency and feel confident in their role as their child’s first teacher.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Administer the Family Outcomes Assessment, assess and evaluate data to identify growth</li> <li>• Monitor resources and activities for families for each of the seven outcomes</li> <li>• Encourage all families to create a Family Partnership Agreement (FPA)</li> </ul>					

- Provide information and resources for staff and families, identifying the seven family outcomes and our roles in family and community engagement

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

- FPAs, Child Plus reports, PIR, training documents

Year Two Updates:  
 Catholic Charities developed and implemented a Family Outcomes Assessment (FOA) during the 2017-18 program year and completed two FOAs compiling our first set of data for our Head Start families. During the 2018-2019 we will complete three FOAs. In September Family Services Workers were able to have 100% of our families complete an FOA. The FOA is completed for all families upon enrollment if they join the program after the September timeframe. 229 families participated in the first and second FOA's during the initial year. All centers showed positive growth for families in the areas of School Readiness, Child Development, Promoting Language, Family and Community Engagement, Advocacy and Leadership, Family Education at Home, Nurturing Relationships.  
 94 % of Catholic Charities Head Start Families entered into a Family Partnership Agreement and are working towards their identified goals and objectives.

Goal 3 – Objective 2	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide training, resources and opportunities for 100% of Head Start families to increase their knowledge and skills to increase their child's school readiness.	Families will feel confident in their role in increasing their child's school readiness. Children will successfully transition to kindergarten.	See Below			

- Activities or Action Steps to Meet Objective Above:
- Provide Family Meetings and training opportunities at all sites monthly
  - Invite family members to participate in the School Readiness committee
  - Discuss School Readiness at Parent Conferences

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

- Parent Meeting minutes, training certificates and agendas, FPAs, Child Plus reports, family surveys, transition meeting notes

Year Two Updates:  
 Family Engagement Activities were offered at all six Head Start Sites: Topics included Toxic Stress, Kindergarten Choice, Early Literacy, Oral Health, Parenting, Domestic Violence and Child Abuse prevention, summer fun and sun safety, Fitness, Conscious Discipline, Alternatives to TV, Relaxation Techniques, Disabilities and Mental Health, Community Resources, Child Development, Bullying, Health, Building Resilience in Children, Self Esteem, Wellness, Denver Public Library, Senses, Financial Literacy, School Readiness and School Choice. Families were invited to participate on the School Readiness Committee throughout the year through conversations, parent meetings, conferences, Home Visits, Policy Council and Policy Committee. 292 Families participated in Family Conferences in which school readiness is an imbedded topic.

Goal 3 – Objective 3	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Provide a minimum of 12 opportunities to Consistently engage families in Head Start.	Parents will become involved in classrooms, trainings, meetings, interviews, committees and program governance.	See Below			

-Activities or Action Steps to Meet Objective Above:

<ul style="list-style-type: none"> <li>• Provide opportunities for parents to participate in Catholic Charities Policy Committee, and DGKHS Policy Council</li> <li>• Provide opportunities for families to engage in Head Start, both in the center and at home</li> <li>• Work with Family Partnership Agreements to engage families in Head Start</li> </ul>
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Sign-in sheets, in-kind hours, Policy Committee minutes, evaluations, Child Plus reports, FPAs</li> </ul>
<p>\Year Two Updates:</p> <p>Catholic Charities has an active Policy Committee, family members from our Head Start program are elected and serving on the Committee. Two Catholic Charities representative and two alternates are elected and attending the Denver Great Kids Head Start Policy Council on a regular basis. The Catholic Charities EHS Health Services Advisory Committee was opened to participation from our Head Start families and meets three times each year. The DGKHS Health Services Advisory Committee meets 3 times each year and is open to our Head Start Families. The Health team, education team, disabilities and Mental Health teams conduct meet and greets at each of our sites each year to actively engage families and provide a stress free setting for families to meet program staff and gain knowledge and resources. The BackPACTT program provides opportunities for families to engage in Head Start activities around school readiness at home. Catholic Charities Family and Community Engagement staff have been working with families to collect stories and highlight accomplishments through the Motivating Minutes. These are being displayed and discussed at multiple meetings within Catholic Charities. Targeted training on advocacy and the importance of supporting Head Start through active engagement was presented at the Policy Committee. Family members were invited and participated in committees such as Self-Assessment, Hiring, and School Readiness.</p>

**Challenges:**

Engaging Families in Head Start is an ongoing challenge with conflicting schedules and the diverse priorities and needs of our families. We continue to explore new strategies, times and activities to provide opportunities for all families to engage with our program.

**Impacts:**

Catholic Charities Head Start has seen active engagement at our Policy Committee and the DGKHS Policy Council, this has been a positive impact for the participants and enabled us to maintain consistent quorum's and complete business appropriately.

<b>Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents will work to improve their skills as advocates to ensure children are ready to succeed in school.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
<b>Goal 4 – Objective 1</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Provide inclusive, developmentally appropriate environments for 100%	Children with IEPs will show growth in the TSG Developmental domains and will be	See Below.			

of Head Start children with IEPs.	actively engaged in classroom activities.				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Implement periodic ECERS and CLASS observations to ensure high quality for all children enrolled in the program</li> <li>• Implement Collaboration Planning meetings to ensure multi-disciplinary teams to meet children's needs in the classroom</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• ECERS, CLASS, TSG, Collaboration Meeting notes</li> </ul>					
<p>Year Two Updates:</p> <p>Catholic Charities Head Start Teachers participated in monthly Collaboration meetings with the Disabilities Coordinator, Education Specialist, Mental Health Consultants, Site Supervisors and Family Service Workers, Collaboration meetings provided opportunities for Checkpoints, assessments, IEP Goals and data for individualization in the classroom and IEP progress notes.</p> <p>CLASS observations were administered by the Education Specialists, through our Qualistar coaching hours, Denver Preschool Project. Catholic Charities in all 11 Head Start Classrooms the scores averaged Mid-High to High in the Emotional Support Domain, Mid to High in the Classroom Organization Domain and low to Mid in the Instructional Support Domain. ECE Specialists/Coaches reviewed scores with the classroom staff and are creating strategies to enhance the classroom environments and activities accordingly.</p> <p>Catholic Charities completed Teaching Strategies Gold Checkpoints in the Winter, Spring and Fall of 2018 and has used the scores to design training opportunities, staff professional development, and classroom environment and Activity Plans to enhance children's learning Scores reflected to ensure high quality, inclusive classrooms to meet the diverse children's needs within the Head Start classrooms. Children with IEPs showed growth in IEP goals as reflected in activity plans and collaborative planning notes.</p>					
<b>Progress, Outcomes, and Challenges</b>					
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Goal 4 – Objective 2</b>					
Ensure that 90% of identified children receive timely evaluation and effective IEPs, as appropriate.	Children will receive timely evaluation and effective IEPs, as appropriate.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Monitor and track all screening results and referrals to ensure timely responses and evaluations for all children as needed</li> <li>• Implement training for all teaching staff, home visitors and family service workers to ensure knowledge and understanding of the RFO process</li> <li>• Continue collaboration with Sewall Child Development Center and Child Find to ensure accurate and timely evaluations and effective IEPs</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• PIR, Collaboration Meeting notes, RFO tracking sheets, IEPs, Child Plus</li> </ul>					
<p>Year Two Updates:</p> <p>According to the Mid-year PIR 6 of children were identified for evaluations, Of these children 6 received timely evaluations and 6 qualified for an IEP. 93% of Head Start Children received a timely Developmental screening and follow up when areas of concern were identified.</p> <p>The Disabilities Coordinator implemented a new tracking model to ensure the use of developmental screeners and rescreens in obtaining more timely referrals.</p> <p>All Head Start teaching staff were trained on the Multi-Tiered System of Supports process to support appropriate referrals.</p>					



<p>The Collaboration meeting process ensured the review of checkpoints, and children’s progress implementing developmental rescreens as needed based on parent/staff concerns. A “Results Letter” was created and implemented to maintain communication with parents and ensure referrals and parent involvement in the referral process is collaborative and parents are supported as their child’s first teacher.</p>					
<b>Progress, Outcomes, and Challenges</b>					
<b>Goal 4 – Objective 3</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Provide ongoing support for staff and families to ensure high-quality services and increased school readiness for 100% of Head Start children with IEPs.	Teachers will feel confident in preparing high-quality classroom activities and maintaining engaging environments. Children will show growth in the TSG Developmental domains and will have effective transitions to kindergarten.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide individualized, small group meetings with family members and teaching staff to review IEPs, goals and objectives, and track progress</li> <li>• Ensure implementation of individualized activities on lesson plans, reflective of children’s identified goals</li> <li>• Complete family conference to collaborate with parents to ensure continuity of strategies and activities to meet the goals of children with IEPs</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Training and TA plans; training agendas, evaluations and certificates; TSG; family surveys; FPAs; Child Plus reports; Transition Plan notes; family conference forms</li> </ul>					
<p>Year Two Updates</p> <p>All Head Start teaching staff were trained on strategies for individualization during the Fall Pre-Service. The IEP process, and establishing goals and monitoring children’s progress was also presented as part of the Fall Pre-Service.</p> <p>Upon receiving an IEP, the Disabilities Coordinator reviewed the recommended strategies and supports so teaching staff were able to implement them with confidence. Progress notes were reviewed at Collaboration meetings and Checkpoints were reviewed Quarterly to ensure progress towards IEP Goals. Teachers use the children’s IEP goals for individualizing in the classroom which is monitored by the Disabilities Coordinator in collaboration with the Education Specialists. The Disabilities Coordinator also provided time for parents to review the IEP Goals and supports to increase parent’s knowledge and ability to implement strategies at home to support their child’s progress and school readiness.</p>					

**Challenges:**

There continue to be challenges with the Part C to Part B transitions for children enrolled in or programs. Changing staff and difficulty in communication are key factors. The Disabilities Coordinator is actively engaged in relationship building, participation in discussions and problem solving and documenting difficulties in efforts to improve the transition process.

**Impacts:**

Children enrolled in Catholic Charities Head Start are able to participate in our programs and show growth towards their IEP goals as monitored and reviewed through the Collaboration Meetings.

<b>Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.</b>					
<b>Goal 5 – Objective 1</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Continue to enhance the implementation of Child Plus to ensure efficiency and increase program quality.	Continual improvement of program quality for children, families and staff.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide ongoing training and technical assistance for staff regarding Child Plus to increase knowledge and understanding of the system and higher efficiency for the program.</li> <li>• Continue to define systems and responsibilities for data input to ensure accurate reports and program information.</li> <li>• Increase program supports to utilize the Child Plus capabilities and capitalize on the program’s ability to increase efficiency and accuracy.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• PIR, family surveys, monitoring events, staff surveys, Child Plus reports.</li> </ul>					
<p>Updates:            Catholic Charities is committed to increasing program quality and efficiency, During this program year multiple enhanced training opportunities were provided to increase our knowledge and implementation of the Child Plus Data Base. Members of the Education Team including the ECE Director of Education, Education Specialists and , the ECE Director of Home Based services attended the Child Plus Scramble training to learn about the capacity for documentation and enhancement of the Education program within the system, They are working to implement teacher qualification tracking, screening and development tracking, Home Visitation documentation, Coaching documentation within the system, IN addition the ECE Director of Operational Effectiveness and the Operations Specialist attended to gain more knowledge in overall reporting and data tracking to enhance our system usage. Webinar supported training was attended by the Health and Nutrition Coordinator regarding the CACFP program and the Disabilities Coordinator regarding the capacity to enhance Disabilities tracking and services. Training was provided for the Mental Health Coordinator and the Catholic Charities Mental Health Team. Training was provided at all sites on Tablet usage and the implementation of electronic attendance and meal tracking by the ECE Director of Operational Effectiveness. The on-line attendance and meal service tracking was implemented at all sites which increased our accuracy and efficiency in reporting. The Family Outcomes Assessment was created and implemented within the Child Plus System during the program year and is being implemented and assessed three time annually.</p>					
<b>Goal 5 – Objective 2</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Ensure that financial management and	Financial management will be transparent, and	See Below			

operational systems are efficient and effective.	financial and operational systems are streamlined.				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide ongoing training for staff and governing bodies to ensure knowledge and understanding of the fiscal management system.</li> <li>• Work in collaboration with the fiscal department to maintain communication and accuracy in all fiscal reports.</li> <li>• Work collaboratively with the fiscal department, governing bodies and senior management to develop and implement an accurate and efficient budget for Head Start programming.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Annual reports, PIR, monitoring events, audit results, training agendas and evaluation.</li> </ul>					
<p>Year Two Updates:</p> <p>Catholic Charities provided training for the Policy Committee, the ECE Committee on Fiscal Management to increase their knowledge of the Head Start Grant Cycle and the Budget. We enhanced monthly reporting to the Policy Committee based on their feedback providing a more detailed report in addition to the monthly financial report.</p> <p>The ECE department worked in collaboration with the accounting department to provide training for the ECE Leadership Team and the Site Supervisors on the financial management system and is providing more frequent budget information to the team to ensure accuracy in fiscal reports and tracking of the Head Start Grant Budget.</p>					
<b>Progress, Outcomes, and Challenges</b>					
<b>Goal 5 – Objective 3</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Maintain a meeting structure that will ensure communication with all levels of program staff.	Services purchased and negotiated are aligned with School Readiness data and needs as demonstrated in the Community Assessment (CA). Communication is consistent and staff will feel knowledgeable and supported in their roles and responsibilities.	See Below			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Schedule and implement multi-level meeting structure to ensure ongoing communication.</li> <li>• Provide training and technical assistance for staff on roles and responsibilities including ongoing supervision.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Meeting minutes, staff surveys.</li> </ul>					
<p>Year Two Updates:</p> <p>Catholic Charities ECE/Head Start has implemented a meeting structure to ensure ongoing communication and information sharing throughout the program. Catholic Charities, provided new staff orientation and new supervisor training for all new hires. In addition, the On-boarding manual and process for our ECE programs was reviewed and updated to ensure quality training and smooth</p>					

transitions for new staff within the Head Start Program. Clear expectations and roles for training new hires was integrated into the enhanced process. Technical Assistance for all levels of our staff is provided through coaches, Education specialists, site supervisors, the ECE Leadership team, HR, Disabilities and Mental Health as well as on-line training in Licensing Requirements, TSG and CLASS in addition to others as identified. Staff training was provided throughout the year in small group, large group, and individual models. Professional Development Plans are developed and reviewed regularly with all teaching staff to ensure ongoing education and skill development with coaching available through our Coaching Plan.

### **Challenges:**

The implementation of a new data base system is an on-going challenge with new technology needs which incur new costs throughout the program such as Tablets for meal and attendance tracking, the installation, and upkeep in collaboration with our IT department. In addition the time to train and explore new potential within the system can be a challenge. Catholic Charities is committed to this process and is continually evaluating the system and creating new implementation plans to increase our capacity and effectiveness.

### **Impacts:**

The Child Plus data base has increased our capacity and accuracy in recording meal service and reporting to the CACFP program which has improved our process and efficiency.

## **2. Explain how your program's School Readiness Goals align with the "Head Start Early Learning Outcomes Framework: Ages Birth to Five".**

Catholic Charities (CC) approaches school readiness goals as a continuum of learning for children ages birth to five. CC uses the Creative Curriculum, an evidence-based curriculum that serves as the foundation for CC's program. CC uses the Teaching Strategies Gold online child outcomes assessment system three times a year to collect information about children's development in combination with information gathered from parents and families at Family Conferences two times a year, and at Home Visits two times a year. Classroom teachers use daily observations and classroom data reports three times a year from Teaching Strategies Gold to

gather data on the classroom and individual children. This information, along with the information gathered from families, is used in individualized lesson planning for each child in all classrooms. Teaching Strategies Gold is aligned with the Results Matter Initiative at the Colorado Department of Education. At the administrative level, reports are analyzed to help guide in training topics, supervision and monitoring, classroom materials, and for other decision-making purposes.

DGKHS and CC purchased iPads for all Head Start classrooms to better support children in their development. All classrooms are now up and running with the use of iPads. In addition, the Classroom Assessment Scoring System (CLASS) is used as an assessment tool to evaluate the interactions between students and teachers. The CC ECE programs worked with the Colorado Department of Education, Results Matter and Teaching Strategies to ensure the successful transition to and implementation of these tools. These systems allow the program to gather more meaningful data and to utilize this information for program planning. Teachers are now able to run reports such as the Class Profile report with no time delay to better individualize for children and their classrooms. Supervisors can see what is happening for every child and classroom and provide feedback in a timely fashion. Program planning is more meaningful, and reports help to guide program goals. CC has collaborated, and will continue to do so, with the other Delegate Agencies within DGKHS. CC will continue to work with staff to ensure data is being collected and utilized.

Not only are classroom teachers collecting assessment information three times a year, but they are also screening children using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional Screening Tool. As stated earlier, teachers use the nationally recognized Creative Curriculum to help guide their daily planning. This curriculum is CC's "blueprint" to plan and implement a developmentally appropriate classroom. Parents are invited

to participate in the lesson planning. Education Specialists monitor and provide feedback on the weekly lesson plans, which are posted. CC works with families of many diverse cultures. It is important to respect the differences and to realize the importance of a child's culture and the impact it has on a young person's life. A quote from the Creative Curriculum speaks volumes: "In a Creative Curriculum classroom, whatever is real to these children and their culture is what you will find. For this reason, no Creative Curriculum classroom is exactly like any other. And no one program looks the same from year to year." CC needs to always be thinking of who is in its class, what is important to the children and families, and meet them where they are. With these resources, along with daily observations and parent feedback, teachers can develop and implement individual lesson plans for their children and their classrooms. The School Readiness Goals are also posted in the classrooms. CC uses these resources to ensure that there is an ongoing plan in place for school readiness.

CC's ECE program's goals, curricula, screenings and assessment tools align with the Head Start Early Learning Outcomes Framework, the state Standards of Instruction for Pre-Kindergarten and with the requirements and expectations of the schools.

### **Sub-Section B: Service Delivery**

#### **1. Service and Recruitment Area**

There are no updates or changes in this area.

#### **2. Needs of Children and Families**

There are no updates or changes in this area.

#### **3. Proposed Program Options and Funded Enrollment Slots**

There are no updates or changes in this area.

#### **4. Centers and Facilities**

There are no updates or changes in this area.

#### **5. Eligibility, Recruitment, Selection, Enrollment, and Attendance**

There are no updates or changes in this area.

#### **6. Education and Child Development**

There are no updates or changes in this area.

#### **7. Health**

There are no updates or changes in this area.

#### **8. Family and Community Engagement**

Catholic Charities was successful in creating and implementing a new Family Outcomes Assessment during the 2017-2018 program year and has continued to refine the tool and the process to gather information on growth for families in the seven Family Engagement Outcomes. The seven outcomes are addressed through a series of eighteen questions with at least one in each. The Assessment Tool was developed with revisions to the tool available in Child Plus and through collaboration with the Family and Community Engagement Staff. The eighteen questions are in the following categories: Housing, Safety, Health, Mental Health, Substance Abuse, Transportation, Financial Security, Employment, Food and Clothing, Nurturing Relationships, Child Development/Parenting, Family Education at Home, School Readiness, Promoting Primary Language, Education, Training and Life Goals, Volunteering, Transitions, Families and Communities, and Leadership and Advocacy.

During the initial year the Family Outcomes Assessment (FOA) was administered twice, once in December/January and again in May. The initial results were compiled and showed positive growth in all areas across the program in all eighteen categories. During this program year the

FOA will be administered three times. The initial FOAs were completed in September, they will be completed again in January and May. The FOA is also completed with all new families if they enroll in other months to establish a baseline, if a family transitions out of program prior to May every effort is made to complete the FOA before the family exits the program.

In addition to providing data on families' progress in the seven family engagement outcomes, it will provide Catholic Charities Head Start with information to help us identify strengths and opportunities for growth in our efforts to provide services and resources to our families.

### **9. Services for Children with Disabilities**

There are no updates or changes in this area.

### **10. Transition**

There are no updates or changes in this area.

### **11. Services to Enrolled Pregnant Women**

There are no updates or changes in this area.

### **12. Transportation**

There are no updates or changes in this area.

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

### **1. Governance**

There are no updates or changes in this area.

### **2. Human Resources Management**

Catholic Charities Head Start places a major focus on the recruitment and retention of high quality staff to provide services to the children and families we serve. We will utilize awarded COLA funds to provide a minimum of a 1.77% pay increase for all current Head Start employees. In addition, we will adjust the pay



scale for all personnel positions in our Head Start programs to reflect a permanent, 1.77% increase for future employees.

We are using remaining funds to assist in offsetting the increased operating costs in the indirect costs line item. These funds are used in part for maintenance, program insurance, utilities, rent, and facilities costs.

### **3. Program Management and Quality Improvement**

There are no updates or changes in this area.

## **SECTION II. BUDGET AND BUDGET JUSTIFICATION NARRATIVE**

### **Standards for Financial Management Systems (Government Grants)**

In accordance with OMB Super Circular, *Uniform Administrative Requirements*, Catholic Charities and/or its associated entities maintains a financial management system that provides for the following. Specific procedures to carry out these standards are as follows:

1. Accurate, current, and complete disclosure of the financial results of each Federally-sponsored project or program in accordance with the reporting requirements of OMB Super Circular and/or the award.
2. Records that identify adequately the source and application of funds for Federally-sponsored activities. These records will contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income, and interest.
3. Effective control over and accountability for all funds, property, and other assets. Catholic Charities and/or its associated entities will adequately safeguard all such assets and ensure they are used solely for authorized purposes.
4. Written procedures to minimize the time elapsing between the transfer of funds to Catholic Charities and/or its associated entities from the U.S. Treasury and the issuance and redemption of checks, warrants, or payments by other means for program purposes by the recipient.

5. Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

6. Accounting records including cost accounting records that are supported by source documentation.

### **Physical and Logical Controls**

A lock is maintained on the door leading into the Catholic Charities Accounting Department.

This door is closed and locked in the evenings and whenever the Accounting Department is vacant. Card keys are provided to accounting personnel, the President/Chief Executive Officer, and other personnel as approved by the President/Chief Executive Officer.

In addition to accounting and financial data stored in the Accounting Department, other sensitive data, such as social security numbers of employees or clients, etc. may be stored in areas other than the accounting department, such as in Human Resources. Therefore, Catholic Charities and its associated entities:

1. Minimizes the storage of sensitive data outside the Accounting Department by shredding documents with such data or deleting the sensitive data from documents that are stored outside the Accounting Department whenever possible; and

2. Requires that all sensitive data that is stored in areas other than the Accounting Department is secured in locked filing cabinets that are placed in offices or closets that are locked after hours.

### **Grant Management**

Catholic Charities recognizes that as a recipient of Federal funds, it is responsible for compliance with all applicable laws, regulations, and provisions of contracts and grants. To ensure that Catholic Charities meets this responsibility; the following policies apply with respect to every grant or contract received directly or indirectly from a Federal agency:

1. For each Federal award, an employee within the department or entity responsible for administering the award will be designated as "grant manager."
2. Each grant manager shall attend a training on grant management prior to beginning his/her role as a grant manager. Thereafter, all grant managers attend refresher/update courses on grant management every two years.
3. The grant manager takes the following steps to identify all applicable laws, regulations, and provisions of each grant and contract:
  - a. Reads each award and prepare a summary of key compliance requirements and references to specific laws and regulations.
  - b. Reviews the OMB Super Circular Compliance (updated annually) published by the Office of Management and Budget (OMB) for compliance requirements unique to the award and for compliance requirements common to all Federal awards.
  - c. Reviews the section of the Catalog of Federal Domestic Assistance (CFDA) applicable to the award.
  - d. Communicates grant requirements to those who will be responsible for carrying them out, or impacted by them.
4. Notifies the Accounting Department to forward copies of applicable laws and regulations (such as OMB Circulars, pertinent sections of compliance supplements, and other regulations).
5. Identifies and communicates, or has the Accounting Department identify and communicate, any special changes in policies and procedures necessitated by Federal awards as a result of the review of each award.
6. Takes all reasonable steps necessary to identify applicable changes in laws, regulations, and provisions of contracts and grants by reviewing subsequent grant and contract renewals,

reviewing annual revisions to the OMB Super Circular and communications with Federal awarding agency personnel.

7. Informs the independent auditors of applicable laws, regulations, and provisions of contracts and grants, and communicates known instances of noncompliance with laws, regulations, and provisions of contracts and grants to the auditors.

Catholic Charities prepares and submits financial reports as specified by the financial reporting clause of each grant or contract award document. Preparation of these reports is the responsibility of the Director and Analyst of Grants, subject to review and approval by the Chief Financial Officer.

The following policies apply to the preparation and submission of billings to Federal agencies under awards made to Catholic Charities:

1. Catholic Charities requests reimbursement after expenditures have been incurred, unless an award specifies another method.
2. Each award normally specifies a particular billing cycle. Therefore, a schedule is established for each grant and contract to ensure that reimbursement is made on a timely basis along with any other reporting that is required in addition to the financial reports.
3. Requests for reimbursement of award expenditures will use the actual amounts as posted to the general ledger as the source for all invoice amounts. Additional subsidiary ledgers and reports may be required by the funder. If additional ledgers or reports are required, this additional source will be reconciled to the general ledger.
4. All financial reports required by each Federal award are prepared and filed on a timely basis and in accordance with requirements of the funder. To the extent Catholic Charities' year-end audit results in adjustments to amounts previously reported to Federal agencies, revised reports are prepared and filed in accordance with the terms of each Federal award.

**Cost Allocation Plan**

Occupancy costs are allocated to each cost center based on the square footage that each cost center occupies. This allocation is posted on a monthly basis based on actual occupancy costs.

Other miscellaneous direct costs, such as program supplies, staff training, and mileage reimbursements, are allocated based on the amount of each expense that directly benefits a particular cost center.

<b>Catholic Charities HS Budget Narrative: 2019-2020</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries – No staff members paid with Head Start funds or included in the non-Federal share are paid in excess of the Executive Level II salary. (1.77%) COLA Increase included in the Head Start Funding Increase and funds from Catholic Charities. This will be a permanent increase in staff compensation.	\$794,647	Personnel
Benefits: All salaries billed will be based on actual timesheets. Benefits are 27%.	\$214,555	Personnel Fringe
Office Supplies (\$2,000) - used to furnish supplies for offices, teacher offices, and 4 administrative offices. Child and Family Supplies (\$5,000) -will supply 5 sites with educational materials. Other Supply (\$10,000) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$17,000	Supplies
Rent: Catholic Charities does not rent space from the Grantee. Kentucky Head Start (1068 sq. ft.) and Mariposa Head Start (3,770	\$12,732	Other

sq. ft.) are owned by Denver Housing Authority and the combined rent is \$28,440 per year.		
Utilities, Telephone- telephone, fax, DSL lines and utilities, based on historical data.	\$16,000	Other
Local Travel-mileage reimbursement for staff, based on current spending patterns.	\$2,500	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our six sites holds parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation.	\$4,500	Other
Technical Training and Staff Development: from program operations funds to support professional development with a focus on having Assistant Teachers reach the qualification mandates. Also to support staff in furthering their academic development and out of town travel.	\$8,678	Other
Other: Children's activities & Janitorial Services for our centers	\$9,708	Other
Indirect Costs: Catholic Charities' indirect cost rate is 25.2%.	\$200,251	Indirect Costs
<b>Total</b> -Operating funds	\$1,280,571	

<b>CC Non-Federal Share Budget HS Narrative: 2019-2020</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, a portion of the teacher assistants, teachers, family Service workers, and the HS Director salaries that are not covered by HS funds. These costs are paid for by funds received from funds received by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$198,662	Personnel
Fringe Benefits: The fringe benefits associated with the above salaries and paid by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$53,639	Personnel Fringe
Office Supplies (\$1,000) - used to furnish supplies for offices, ten Family Service Workers offices, teacher offices, and 4 administrative offices. Child and Family Supplies (\$500) -will supply 6 sites with educational materials. Other Supply (\$1,078) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$2,578	Supplies

Utilities, Telephone- telephone, fax, DSL lines and utilities: A large percentage of these costs are incurred at Margery Reed and The Child Development Center and paid for by Parent fees at the large sites.	\$1,000	Other
Building and Child Liability Insurance: Supplied by Catholic Charities.	\$2,000	Other
Nutrition Services: Part of the costs incurred in providing meals to children and education staff that are not reimbursed by the Child and Adult Food Program, supplied by Catholic Charities and parent fees.	\$20,000	Other
Volunteers: The value of volunteer time in Colorado per hour is \$24.69 and we estimate that parents and community members will spend 1,712 hours volunteering.	\$42,264	Other
Total	\$320,143	

Exhibit B  
Head Start Budget

**Budget/Budget Narrative Funds Requested Grant term: July 1, 2019 - June 30, 2020**

You may change the name of any category to fit your organizations needs.

Budget Category	Head Start Dollars (City of Denver)	Non-Federal Share	Overall Total
Staff Salaries	\$794,647	\$198,662	\$993,309
Staff Fringe Benefits	\$214,555	\$53,639	\$268,194
Program Supplies/Materials	\$17,000	\$2,578	\$19,578
Training and Technical Assistance	\$8,678		\$8,678
Utilities	\$16,000	\$1,000	\$17,000
Rent/Space	\$12,732		\$12,732
Indirect Rate (DCA Letter Required)	\$200,251		\$200,251
Other, Local Travel , Parent Services, Building Liability Insurance Nu	\$16,708	\$64,264	\$80,972
<b>Totals</b>	<b>\$1,280,571</b>	<b>\$320,143</b>	<b>\$1,600,714</b>



<b>Catholic Charities HS Budget Narrative: 2019-2020</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries – No staff members paid with Head Start funds or included in the non-Federal share are paid in excess of the Executive Level II salary. (1.77%) COLA Increase included in the Head Start Funding Increase and funds from Catholic Charities. This will be a permanent increase in staff compensation.	\$794,647	Personnel
Benefits: All salaries billed will be based on actual timesheets. Benefits are 27%.	\$214,555	Personnel Fringe
Office Supplies (\$2,000) - used to furnish supplies for offices, teacher offices, and 4 administrative offices. Child and Family Supplies (\$6,000) -will supply 5 sites with educational materials. Other Supply (\$10,000) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$18,000	Supplies
Rent: Catholic Charities does not rent space from the Grantee. Kentucky Head Start (1068 sq. ft.) and Mariposa Head Start (3,770 sq. ft.) are owned by Denver Housing Authority and the combined rent is \$28,440 per year.	\$12,732	Other
Utilities, Telephone- telephone, fax, DSL lines and utilities, based on historical data.	\$16,000	Other
Local Travel-mileage reimbursement for staff, based on current spending patterns.	\$2,500	Travel
Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our six sites holds parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation.	\$5,000	Other
Technical Training and Staff Development: from program operations funds to support professional development with a focus on having Assistant Teachers reach the qualification mandates. Also to support staff in furthering their academic development and out of town travel.	\$5,580	Other
Other: Children's activities & Janitorial Services for our centers	\$11,306	Other
Indirect Costs: Catholic Charities' indirect cost rate is 25.2%.	\$200,251	Indirect Costs
<b>Total</b> -Operating funds	\$1,280,571	

<b>CC Non-Federal Share Budget HS Narrative: 2019-2020</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, a portion of the teacher assistants, teachers, family Service workers, and the HS Director salaries that are not covered by HS funds. These costs are paid for by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$198,662	Personnel
Fringe Benefits: The fringe benefits associated with the above salaries and paid by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$53,639	Personnel Fringe
Office Supplies (\$1,000) - used to furnish supplies for offices, ten Family Service Workers offices, teacher offices, and 4 administrative offices. Child and Family Supplies (\$500) -will supply 6 sites with educational materials. Other Supply (\$1,078) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$2,578	Supplies
Utilities, Telephone- telephone, fax, DSL lines and utilities: A large percentage of these costs are incurred at Margery Reed and The Child Development Center and paid for by Parent fees at the large sites.	\$1,000	Other
Building and Child Liability Insurance: Supplied by Catholic Charities.	\$2,000	Other
Nutrition Services: Part of the costs incurred in providing meals to children and education staff that are not reimbursed by the Child and Adult Food Program, supplied by Catholic Charities and parent fees.	\$20,000	Other
Volunteers: The value of volunteer time in Colorado per hour is \$24.69 and we estimate that parents and community members will spend 1,712 hours volunteering.	\$42,264	Other
<b>Total</b>	<b>\$320,143</b>	

# Catholic Charities Head Start/Early Head Start

## 2019-2020 School Calendar

July 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2019						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

October 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

November 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

December 2019						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

January 2020						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February 2020						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

March 2020						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April 2020						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May 2020						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June 2020						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

- School Closed/ Holidays
- Kentucky Closed all other sites open
- Stand Alones Closed
- First Day Garfield/Kentucky/Annunciation
- Teacher In-service day No School for students
- Last Day Garfield/Kentucky

Calendar is subject to change

# Denver Great Kids Head Start - Program Year 24 Report Schedule

## Exhibit D

Report Category	Report Name and Description	Due Date	Who it goes to at the Delegate Agency	Who its turned into at Grantee Office
<p><b>Enrollment and Attendance</b></p>	<p><b><u>Enrollment and Attendance Report:</u></b>                      Fields required but not limited to the following:                      -Delegate Agency and Classroom numbers                      -Homebased enrollment if applicable                      -Enrollment number by eligibility category                      -Total monthly enrollment                      -Monthly Homeless/Foster Care                      -Monthly head start drops within 30 days                      -Daily attendance and absence totals                      -Head Start Waitlist information</p> <p><b><u>Head Start Monthly Enrollment Roster:</u></b>                      -Child Name                      -DOB                      -Date of Enrollment                      -Home Address                      -Eligibility Date                      -Eligibility type                      -Program Options                      -DPS ID</p>	<p>5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior</p>	<p>Family Service /ERSEA Coordinator</p>	<p><b>Submit to Grantee Office:</b>                      HSreports@denvergov.org</p>

<b>Financial</b>	<b><u>Variance Report:</u></b> includes spending categories of federal and non-federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.	The 21st of each month		<b>Submit to Grantee Office:</b> DenverHeadStart@denvergov.org
	<b><u>USDA Reimbursement Report:</u></b> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October, January, April and July		
	<b><u>USDA / CACFP Compliance Review Report</u></b>	Within 30 days of receipt		
	<b><u>Administrative and Development Costs:</u></b> Report by category of all administrative and development costs.	Last Business day of October, January, April and July		
	<b><u>Program Budget PY 23:</u></b> HSES upload of Program Year 23 budget.	9-Feb-19		
	<b><u>Single Audit Report:</u></b> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period		
	<b><u>Inventory Report with Certification of Physical Inventory:</u></b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	31-Jul-19		
	<b><u>Certificate of Insurance:</u></b> Accord Insurance form designating appropriate insurance	30-May-19		
	<b><u>Budget Projection:</u></b> Month by month spending forecast by designated categories.	The 21st of each month		

<b>Grantor Admin Reports for Delegate Agencies</b>	<b><u>Monitoring Reports/Plans:</u></b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing		<b>Delegate Agency Head Start Director</b>
	<b><u>Policy Council Minutes:</u></b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting	Office Manager sends to Delegate Directors	

<b>Education</b>	<b>Child Assessments:</b> Child outcomes information submitted to TS GOLD must be submitted for all children and following the protocol and format that is required by Results Matters, CDE.	31-Oct 22-Feb 28-Jun	Can access in TSG- DGKHS access through State	<b>Submit to Grantee Office:</b> HSreports@denvergov.org
	<b>CLASS Scores:</b> All classrooms	15-Dec 15-May	Education Directors	

<b>Delegate Admin Reports for Grantee</b>	<b>Self- Assessment:</b> Self-Assessment Plan, findings, analysis, and action plans	31-Jan	Delegate Director	<b>Submit to Grantee Office:</b> Hsreports@denvergov.org  <b>Executive Director and Office Manager Health Services Director</b>
	<b>Program Information Report (PIR):</b> Draft of Annual ACF Report	15-Aug	Delegate Director	
	<b>Mid-Year PIR</b>	15-Jan 15-April	Delegate Director	
	<b>Policy Council Delegate Report:</b> Form to be provided by Grantee Family Services Director	5th day of every month, or following business day if it is a holiday	Delegate Director	
	<b>Policy Committee/Council Members Rosters:</b> Policy Committee/Council rosters and appointments to DGKHS Policy Council.	October 30 and When appoint changes are made	Delegate Director	
	<b>Policy Committee Minutes:</b> Approved Policy Committee monthly minutes.	Last business day of the month following meeting	Delegate Director	
	<b>Delegate Grant Application:</b> for funding purposes	30-Jan	Delegate Director	
	<b>Personnel:</b> Report of all Head Start staff, percentage/amount, salary/fringe, most recent performance evaluation date, criminal records check date, staff credentialing, staff training on eligibility, Governing Body and Policy Committee training on eligibility, Required licensing training for staff	Last business day of October, January, April and July	Delegate Director	
	<b>Referrals Update:</b> Report on the referrals for hearing, vision, speech, and the result. Template will be provided.	15-Jan 30-July	Delegate Director	

<b>Family Services</b>	<p><b><u>Strength and Needs Assessments Summary:</u></b>  Report on the strength and needs of Head Start families.</p> <p><i>***Only applicable to if your agency does not complete the CCR Strength and Needs Assessment</i></p>	15-Jan	Family Services Coordinators	<p><b>Submit to Grantee Office:</b>  HSreports@denvergov.org</p>
	<p><b><u>Family Partnership Agreement Summary:</u></b>  Report on the types of goals established by Head Start families.</p>	15-Jan	Family Services Coordinators	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/26/2018

**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).**

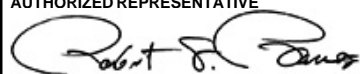
<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way Suite 700 Centennial CO 80111	<b>CONTACT NAME:</b> kelly coyle <b>PHONE (A/C, No, Ext):</b> 720-200-5104 <b>E-MAIL ADDRESS:</b> Kelly_Coyle@ajg.com		<b>FAX (A/C, No):</b> 303-889-2542
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> ARCHOFD-01 Catholic Charities and Community Services of Denve 6240 Smith Road Denver, CO 80216	<b>INSURER A:</b> Zurich American Insurance Company		16535
	<b>INSURER B:</b> Underwriters at Lloyd's London		15792
	<b>INSURER C:</b> Princeton Excess & Surplus Lines Ins Co		10786
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 634919082 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR - \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		BP1033318	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,750,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 1,750,000 PRODUCTS - COMP/OP AGG \$ 1,750,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR \$100,000			BAP038463801	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			R2A3FF000005400	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 GL Occurrence Limit \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWS017335904	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER SIR - \$250,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Sexual Abuse & Molestation			BP1033318	7/1/2018	7/1/2019	Per Occurrence/Agg \$1,000,000

**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 the General Liability policy. No exclusion for sexual abuse/molestation on the General Liability.

<b>CERTIFICATE HOLDER</b>  City and County of Denver Office of Children's Affairs 201 W Colfax Ave, Dept 1101 Denver CO 80202	<b>CANCELLATION</b>  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 





# ARCHDIOCESE OF DENVER

RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

April 22, 2019

Shannon Dyer  
Contract Administrator  
Office of Children's Affairs  
City and County of Denver

RE: Agreement for Head Start Service for the Program Year 2019-2020

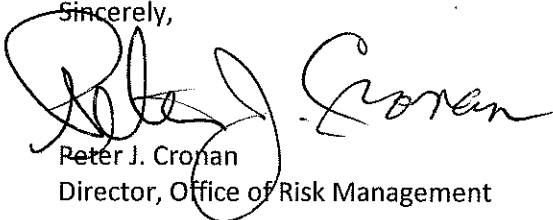
Dear Ms. Dyer:

On behalf of Catholic Charities and Community Services of the Archdiocese of Denver, Inc., this letter will confirm our intent to our insurance program, which expires 7-1-2019. However, until the renewal process is complete, we are unable to issue certificates as evidence of insurance for the new policy period.

It is anticipated that we will be in a position to issue renewal certificates of insurance on or about the July 1, 2019 renewal date and once the agreement for Head Start Services for the Program Year 2019-2020 has been finalized and executed.

I trust this will serve your requirements until that time. Should you have any questions, please do not hesitate to contact me.

Sincerely,



Peter J. Cronan  
Director, Office of Risk Management

Exhibit F

Catholic Charities

Head Start Site Locations and Times

Center Location	Times
Catholic Charities ECE Programs at the Child Development Center 1155 Decatur St. Denver CO, 80204	Monday-Friday 7:30 a.m.-5:30 p.m. Year-Round
Catholic Charities ECE Programs at Margery Reed Mayo Day Nursery 1128 28 <sup>th</sup> St. Denver CO, 80205	Monday-Friday 7:30 a.m.-5:30 p.m. Year-Round
Catholic Charities ECE Programs at Mariposa 1240 W 10 <sup>th</sup> Ave. Denver CO, 80204	Monday-Friday 7:30 a.m.-5:30 p.m. Year-Round
Catholic Charities ECE Programs at Garfield 872 Knox Ct. Denver CO, 80219	Monday-Friday 8:30 a.m.-3:00 p.m. Full-Day September-May
Catholic Charities ECE Programs at Annunciation 3536 Lafayette St. Denver CO, 80205	Monday-Friday 8:00 a.m.-3:00 p.m. Full-Day September-May
Catholic Charities ECE Programs at Kentucky 852 S. Knox Ct. Denver CO, 80219	Monday- Thursday 8:30 a.m.-11:30 12:30 a.m.-3:30 Part-Day September-May

## EXHIBIT G

### 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 date of the contract. 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 except on the yearly anniversary date of the contract.
- (c) *Determination of prevailing wages.*

## EXHIBIT G

- (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

## EXHIBIT G

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

## EXHIBIT G

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).

## EXHIBIT G

- (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.