

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **VOLUNTEERS OF AMERICA COLORADO BRANCH**, 2660 Larimer Street, Denver, Colorado 80205 (the “Contractor”) collectively “the parties”.

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

A. “ACF” means the Administration for Children 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- 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 2018-2019.

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, 2018, and will expire on June 30, 2019 (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 highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

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

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

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

C. Ensure that all of Contractor's staff have adequate skills, 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 required to provide services under this Agreement;

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

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

H. Establish policies and procedures to secure and protect all 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.

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

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).

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 last business 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 **Five Hundred Two Thousand Sixty-Nine Dollars and Zero Cents (\$502,069.00)** (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 the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

F. Non-Federal Share Match. The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **One Hundred Twenty-Five Thousand Five Hundred Seventeen Dollars and Zero Cents (\$125,517.00)** 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 official 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 2018-2019, HHS may issue only a partial financial award for program costs for Program Year 2018-2019. 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 “A-”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) **Waiver of Subrogation:** For all coverages, except Student Accident coverage, Contractor's insurer shall waive subrogation rights against the City.

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

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

(7) **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.

(8) **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.

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

(10) **Commercial Crime (Fidelity):** Contractor shall maintain \$500,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

(11) **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the

policies must provide the following:

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insured provision (no insured v. Insured exclusion);
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) Any exclusion of sexual abuse, molestation or misconduct has been removed or deleted.

(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.

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

15. DEFENSE AND INDEMNIFICATION:

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 sole 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 sole 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.

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 from 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 thirty days.

(2) The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City, 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 ensure that adequate arrangements have been made for the transfer of Contractor's activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives.

Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

C. Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in 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. 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;

S. City and County of Denver Executive Order No. 94 concerning the use, possession or sale of alcohol or drugs. The Contractor, its officers, agents and employees will cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring the Contractor's personnel from City facilities or participating in City operations;

T. 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. CONFIDENTIALITY:

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

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

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

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

29. INTELLECTUAL PROPERTY RIGHTS:

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

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

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

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

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 2018-2019.
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-201840640-00

Contractor Name: Volunteers of America of Colorado Branch

By: Dianna L. Kunz

Name: Dianna L. Kunz
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Exhibit A

Volunteers of America Head Start Table of Contents

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Section 1 Program Design and Approach to Service Delivery

Sub Section A: Goals

Program Goals

1. *All Volunteers of America 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.*
2. *All Volunteers of America 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.*
3. *All Volunteers of America Head Start families are Head Start leaders and advocates for their children and 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*
4. *All Volunteers of America Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.*
5. *Volunteers of America Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.*

Measurable Objectives Aligned to Each Program Goal

1A. Consistent attendance is essential to school success: 95% of students will maintain 90% attendance throughout the scheduled school year.

1B. 100% students will demonstrate developmentally appropriate growth in all developmental domains.

2A. Promote a culturally and linguistically responsive healthy lifestyle including physical activity for children and families.

2B. Promote culturally and linguistically responsive mental health for children and families.

2C. Provide culturally and linguistically responsive quality nutrition service and education for children and families.

3A. Families participate in culturally and linguistically responsive interactive parent and child educational activities including leadership roles in their child's education.

3B. Parents receive training and education that leads to economic self-sufficiency and financial literacy.

4A. Children with disabilities are identified early and served in an inclusive environment.

4B. Parents understand their rights and are empowered to advocate for their child, ensuring school success.

5A. Integrated fiscal understanding and responsibility throughout all aspects of programmatic efforts allowing for efficient and effective financial administration.

1. All Volunteers of America 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.

Objective 1A: *Consistent attendance is essential to school success; 95% of students will maintain 90% attendance throughout the scheduled school year.* VOA Head Start achieves this by focusing on improving attendance using an ecological model that focuses on the child and family. VOA believes that relationships form the ecology within which children function. Relationships within and across systems, settings, and contexts influence the children as they develop and transition into school. Parents and other caregivers must be ready to encourage ongoing education by promoting attendance. According to the Denver Great Kids Head Start (DGKHS) Community Assessment for 2017, the benefits of consistent school attendance include improved academic achievement, increased graduation rates, reduced juvenile justice costs, and decreased poverty. Also, absenteeism in preschool and kindergarten can influence whether a child will be held back in third grade. VOA Head Start staff utilizes strategies to promote attendance such as educating the parents at orientation, home visits, parent teacher conferences and through all points of contact throughout the year, of the benefits of regular attendance, by publicly acknowledging students who have demonstrated perfect attendance each month, and by decreasing barriers the family may face in getting the child to school. When a child is absent and the parent has not called the child in as 'excused', a Family Service Worker will contact the parent to follow up. They then work in conjunction with the parent to remove the barrier so the child may attend school. This may include conducting home visits if the child's attendance does not improve. Utilizing our data system known as Service Point, these barriers are entered into the system via case notes and are tracked to monitor continued success. Also, if the data shows that

an increase in a specific barrier is identified for several of our families, then VOA will work throughout its internal network to identify a solution to a larger problem.

Objective 1B: *100% students will demonstrate developmentally appropriate growth in all developmental domains.* VOA utilizes the domains of CLASS (Classroom Assessment Scoring System) to form a foundation of teacher effectiveness, the Head Start Child Development and Early Learning Framework, Creative Curriculum, ongoing assessment using Teaching Strategies Gold, and an intensive coaching model called Teacher Learning Community with an expert coach. Staff and families discuss child growth and outcomes in all key areas and identify mutually agreed upon goals for each student. All VOA Head Start staff receive a two week annual pre-service training before the next school year to ensure the successful curriculum implementation, classroom culture, identification and referral process, and individualization as needs change throughout the year. Initially, children are screened using the Ages and Stages Questionnaire – Social Emotional (ASQ-SE) for children ages 3-5 years old as a baseline; work sampling portfolios and the ongoing assessment tool, *Teaching Strategies Gold*. Child outcomes are documented in *Teaching Strategies Gold* three times per year: fall, winter and spring. Data drives instruction and program focus as needed to aid each child in reaching best self and highest level of skills.

The following table depicts the skill levels of all children enrolled in VOA Early Childhood Programs last school year and percentages of 3 year olds meeting and/or exceeding widely held expectations and 4 year olds meeting and/or exceeding widely held expectations.

3 Year Olds

Domain	Fall 2016	Winter 2017	Spring 2017
Social and Emotional Development	82.5%	92.5%	97.3%
Physical Development	85%	97.5%	97.3%
Language Development	82.5%	90%	83.8%
Cognitive Development	82.1%	92.5%	97.8%
Literacy Skills	37.5%	61.5%	93.1%
Mathematics Skills	27.5%	48.7%	77.3%

4 Year Olds

Domain	Fall 2016	Winter 2017	Spring 2017
Social and Emotional Development	61.3%	57.6%	81%
Physical Development	56.3%	76.5%	91.9%
Language Development	50%	76.5%	89.1%
Cognitive Development	53.1%	82.3%	91.8%
Literacy Skills	53.1%	79.4%	91.9%
Mathematics Skills	18.8%	44.1%	69.5%

Individual children who were not meeting or exceeding age level skills were supported by special education plans and did demonstrate progress for the final 2017 reporting period.

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.

Objective 2A: *Promote a culturally and linguistically responsive healthy lifestyle including physical activity for children and family.* VOA recognizes that health status and related health behaviors are determined by influences at multiple levels: personal,

organizational/institutional, environmental, and policy. Because significant and dynamic interrelationships exist among these different levels of health determinants, educational and community-based programs are most likely to succeed in improving health and wellness when they address influences at all levels and in a variety of environments/settings. Over the past year, VOA supported children, staff and families to participate in various trainings, community information sessions, and parent meetings that focused on health and physical activity. VOA’s teaching staff promoted these activities with parents, handed out take-home information, and the Family Service Workers (FSW) provided individual encouragement to families. Through a contract with DGKHS, VOA partners with Denver Health which provides an on-site nurse. The nurse assigned to VOA provides consultation and intervention to all families and extra support to those with higher needs. Denver Health also provides staff trainings, as well as training and information sessions for parents and children. All enrolled children were provided health screenings and the results were shared with their families and staff in order to best meet the child’s needs. Also, VOA implemented a range of programs and activities aimed at increasing daily physical activity for preschool students, staff and parents including the “I am Moving, I am Learning” curriculum. An understanding and attention to health matters early in the child’s life will positively impact integration and success in the public school system. Progress toward this objective is entered into the program data base and into the Program Information Report (PIR) as noted below:

Health Services to Children Based on Cumulative Enrollment

Volunteers of America Health Indicators Spring 2017	Percentage with Positive Indicator
Children with health insurance	100%
Children with a medical home	99%

Children with up-to-date immunizations, all possible immunizations to date, or exempt	99%
Children with a dental home	100%
Children who are up-to-date on a schedule of preventive and primary health care per the state's EPSDT schedule at the end of enrollment year	91%

Objective 2B: *Promote culturally and linguistically responsive mental health for children and families.* According to The Center on the Developing Child at Harvard University, “The science of child development shows that the foundation for sound mental health is built early in life, as early experiences—which include children’s relationships with parents, caregivers, relatives, teachers, and peers—shape the architecture of the developing brain. Disruptions in this developmental process can impair a child’s capacities for learning and relating to others, with lifelong implications. For society, many costly problems, ranging from the failure to complete high school to incarceration to homelessness, could be dramatically reduced if attention were paid to improving children’s environments of relationships and experiences early in life.” With this in mind, VOA focuses on two areas in regards to promoting good mental health for children and families: 1) Early trauma can have lasting effect and 2) Experiencing toxic stress can increase the likelihood of mental health issues. VOA requires all staff to have training in trauma informed care and to learn about Adverse Childhood Experiences (ACEs) and how early trauma can lead to a life of mental health concerns. Identifying those children with specific ACEs is an important first step in getting them help. VOA, through a partnership offered by DGKHS, utilizes a Mental Health Consultant from Denver Health Mental Health. These on-site services allow for staff to make referrals to a specialist for the child or their family member in the families preferred language. This past year, our

data shows that 2 children and 3 family members were given referrals for mental health services. Toxic stress can impair school readiness, academic achievement, and both physical and mental health in children and, later, adults. Life circumstances associated with family stress, such as persistent poverty, threatening neighborhoods, and very poor child care conditions elevate the risk of serious mental health problems. Young children who experience recurrent abuse or chronic neglect, domestic violence, or parental mental health or substance abuse problems are particularly vulnerable. In order to combat toxic stress in the children VOA serves, staff working specifically and most closely with families, Family Service Workers (FSW), are required to have Motivational Interviewing training in order to get the families to open up about the stressors they encounter. The Family Service Workers are trained in case management and work one-on-one with each family to overcome these stressors. According to our 2017 Program Information Report (PIR), 73% of the families received assistance in areas contributing to toxic stress.

Objective 2C: *Provide culturally and linguistically responsive quality nutrition service and education for children and families.* According to the DGKHS 2017 Community Assessment, VOA Head Start is currently in a Food Desert. “Food deserts are geographic areas where access to affordable, healthy food options is limited.”

Volunteers of America’s nutrition services has several different nutrition and food programs designed to assist individuals with their nutritional needs, families with emergency food via food pantries with staples, fresh produce, dairy, and baked goods. This past year, VOA has served over 900,000 warm meals. VOA Head Start contracts with VOA’s licensed nutrition services to provide nutritious meals to the children

consisting of fruits and vegetables daily. Families that have food scarcity are assisted by our VOA Mission. At the VOA Mission, families can receive food boxes. VOA Head Start has implemented family style meals during the time the children eat and teachers utilize this time as a learning experience. Staff scaffold conversations and encourage higher levels of thinking, through child guided conversations, using open ended questioning and expanding the children's vocabulary.

Volunteers of America also partnered with the Culture of Wellness program, a collaborative intervention aimed at promoting a culture of wellness in Head Start preschools in Denver. As part of the project, children and families are introduced to new and different types of food that may or may not be familiar to their particular culture. Parents are offered the opportunity to participate in the Culture of Wellness nutrition classes and also receive information and resources about nutrition. Another program offered to parents this past school year is Cooking Matters. Cooking Matters teaches participants to shop smarter, use nutrition information to make healthier choices and cook delicious, affordable meals. This is offered as part of their Share Our Strength's No Kid Hungry campaign. Parents also receive groceries at each class to take home.

3. All Volunteers of America Head Start families are Head Start leaders and advocates for their children and 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

Objective 3A: *Families participate in culturally and linguistically responsive interactive parent and child educational activities including leadership roles in their child's education.* VOA provides parent training and education that leads to economic self-sufficiency and financial literacy. Family Service Workers, teaching staff and community

collaborators offer trainings and classes throughout the year to support families to be their child's first teacher. VOA uses the Parent and Child Together (PACT) Time component that encourages parents and children to interact together as a family unit. Educational supplies are given to parents to assist them in educating their child at home. Following PACT activities, parents have time to debrief and reflect on the activities to gain understanding and knowledge of child development and learning behaviors, which help parents to be more successful partners in their child's learning. Parents also participate in home visits with the teachers to discuss individual needs of their child in their home environment. This past school year, 92% of the families served participated in home visits with their children's teacher. Volunteers of America's staff believe that parents are advocates and leaders in the lives of their children. Parents advocate for their children's well-being, grow as leaders as their children grow, and develop knowledge of child development and appropriate interactions. VOA fosters this growth through various means including engaging parents to act as mentors in the classroom, share skills with other parents, coordinate events for children and families, encourage strengths in other families, participate in parent meetings (such as advisory committees, Parent Committees, Policy Councils, and other governing bodies) and represent children and families in the development of policy and legislation. Through program planning, Parent Committees, parent meetings and special events, VOA fosters parents to become leaders in their child's education and in the community. This past school year we had no less than 5 different parents attend the DGKHS policy council meetings and 4 attended the national conference in Chicago as representatives of our delegate.

Objective 3B: *Parents receive training and education that leads to economic self-sufficiency and financial literacy.* One of VOA’s greatest strength is serving those who are most vulnerable in our community and this is demonstrated by the work we do. Our trained Family Service Workers (FSW) work closely with parents to build relationships that support families and family well-being, build strong relationships between parents and their children and encourage learning and development for both parents and children. FSWs use The Parent, Family, and Community Engagement (PFCE) Framework as a road map for progress in achieving these goals. VOA’s FSW’s successfully use Family Partnership Agreements (FPA) with families to address concerns of income, homelessness, meeting basic needs, as well as, parents’ educational attainment. This agreement is reviewed on an individual family basis at each family partnership meeting and at parent teacher conferences. Family Service Workers also use the Family Self Sufficiency Matrix, a tool that helps identify strengths and areas of growth for their families. The chart below depicts progress towards goals from the FPA and the Family Self Sufficiency Matrix for 2016 – 2017 school year.

Services to Families 2016-2017 - Outcomes on Self - Sufficiency Matrix

Volunteers of America Service Indicators	Percentage Reporting Positive Individual Outcomes
Enrolled families participated in the Family Partnership Agreement process	98%
Parents set goals for their own education	28%
Parents set goals to obtain economic stability	17%
Parents who attended educational classes offered	18%
Parents who received at least one service from the FSWs	80%
Parents who received Parenting Education	27%

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

Objective 4A: *Children with disabilities are identified early and served in an inclusive environment.* VOA ensures that those most in need receive VOA's Head Start services particularly families who have children diagnosed with disabilities. VOA has historically met or exceeded the 10% enrollment requirement, including in the 2105 - 2016 school year when 15% of the children enrolled had an IEP and last year having over a 10% enrollment rate of children with an IEP. During enrollment parents are informed of typical developmental milestones to increase parent awareness around typical school readiness skills. At Parent -Teacher conferences, these milestones are reviewed and any concerns are addressed or referred to the Education/Disabilities Specialist. Within the first 45 days of enrollment, all Head Start children undergo a series of screenings to identify any potential challenges that could negatively impact learning. When delays are identified, the child is referred for further assessment; teachers and parents (who are partners in the process) are assisted in completing the documentation. The Education and Disability Specialist attends all meetings and keeps the management team informed through the case management coordination efforts for the Individualized Education Plan (IEP) service delivery. VOA has also implemented the Incredible Years model to provide additional support for social-emotional development. The Incredible Years mission is to advance the social and emotional behavior of children of all ethnic groups, through a series of interlocking teaching programs supported by more than thirty years of clinically proven worldwide research. Head Start enrollment opportunities are made available to children already diagnosed with disabilities through active

recruitment efforts. Once a child is identified, referrals will be made with proper MTSS (Multi-Tiers System of Supports) documentation to support the child for Special Education Services and staff works with our consultant from Sewell Child Development Center to ensure appropriate care and follow up services in the classroom are available for this child. On-going disabilities training is available for program teachers, assistants, Family Service Workers, management team staff, and parents. Head Start staff are trained to ensure that children with disabilities have their individual needs met. Parents are also offered opportunities to attend trainings related to how their child is growing and learning. VOA's Education and Disabilities Specialist, Mental Health Consultant, Family Service Workers, Teaching Staff, and Special Education Providers meet to "case conference" all children identified throughout the year to review their progress, to discuss any individual needs and to develop strategies to ensure success for each child. Strengths and needs are identified during these meetings and action plans put into place to assist the families. IEP meetings are conducted in the family's home language. Young children with multiple disabilities who are enrolled in Head Start have better literacy, reading and math scores than children who aren't in Head Start as indicated in a new study by Michigan State University. Finally, recognizing the importance of inclusion, all identified children remain in their classrooms with their peers throughout the year.

5. Volunteers of America Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.

Objective 5A: *Integrated fiscal understanding and responsibility throughout all aspects of programmatic efforts allowing for efficient and effective financial administration.*

Management positions within the Head Start program are responsible for overseeing the management of the program's resources to ensure optimal benefits for the children and families served and to make the program as efficient and effective as possible.

Volunteers of America's Head Start Managers assist in developing and monitoring the budget, and staff is informed of budgetary status during the year. Managers make cost effective purchasing decisions and staff participates in the delivery of cost effective services. VOA Head Start management develop the budget in conjunction with VOA Finance Director and the financial management team also monitors expenditures throughout the year to stay within budget. Spending activities are discussed with staff at team meetings, parents at Parent Engagement meetings and the Children's Committee. Financial efficiency allows VOA to provide enhanced services when needed, (e.g. transitioning to a new early childhood center built and owned by VOA in 2015), ensure salaries are competitive and classroom operations and supplies are geared toward high quality services which translate to increased school readiness for families and students.

Expected Outcomes Aligned to Each Program Goal:

1A. 95% students will maintain 90% attendance throughout the school year. Parent education and partnerships through all points of contact; enrollment, home visits, orientation, conferences, presentations, printed materials as well as progressive points of contact from phone calls to home visits to aid with the reduction of barriers by way of referrals and support services. Children with perfect attendance will enjoy being

highlighted on a celebration board via a photo and certificate, and the take home incentive of a children's book.

1B. 85% students will demonstrate developmentally appropriate growth in all developmental domains. Teachers are training and successful implementation CLASS. CLASS scores meet or exceed national standards. Teachers participate in a two week preservice training related to and including but not limited to: TSG, Creative Curriculum, Incredible Years, Head start 101, Special Education identification and referral.

The tools used for this outcome include but are not limited to monthly attendance reports and referral reports from Service Point.

2A: Promote a culturally and linguistically responsive healthy lifestyle including physical activity for children and family. 90% of families will participate in one or more healthy lifestyle events by mid-year. Parents are offered a series of courses to participate in that support healthy lifestyle to include but not limited to Culture of Wellness, Cooking Matters, I am Moving I am Learning.

2B: 100% children and families have access to mental health services in primary language and all staff are trained in Trauma Informed Care, Adverse Childhood Experiences, and Motivational Interviewing skills. VOA's annual two week preservice provides training with periodic refreshers throughout the year. Denver Health Mental Health provides child and family supports in their home language. FSW's collaborate with parents and DHMH to identify needs and community referrals

2C: 100% of children and families are introduced to new foods and nutrition information. VOA partners with Culture of Wellness, Cooking Matters and other community organizations, implement family style dining.

The tools used for this outcome include but are not limited to CACFP Record of Meals (ROMs), monthly food menu, sign in sheets documenting attendance.

3A: A minimum of one center wide and one classroom specific program is offered monthly to parents. VOA Head Start utilizes CCR Analytics, an independent third party, to obtain high value data from families via survey and provides aggregated data reports to aid with data driven program decisions. The FSW's use the data collected from families during the CCR survey to design and coordinate parent educational and engagement events in collaboration with community partners to support parent identified needs and interests. Classroom teachers plan monthly PACT activities to engage parents, increasing student success and parent confidence.

3B: The FSW's coordinate the delivery of Financial Literacy series annually and it is available to all parents.

The tools used for this outcome include but are not limited to sign in sheets, calendar of events, lesson plans, Family Partnership Agreements, Service Point Data reports and PACT Forms.

4A: 100% Children with disabilities are identified within the first month, IEP's concluded within 60 days, and are served in an inclusive environment and supported by parents who are able to advocate for their child. Teachers, in collaboration with parents and community partners: Sewell, DHMH, and DHRN, collect required data in first 30 days and submit for evaluation on the 31st day. Sewell evaluates and writes the IEP in the next 30 days.

The tools used for this include but are not limited to individual parent meetings, observation forms, ASQ, ASQ-SE, ESI, Child Focus notes sign in sheets, case notes, transition meeting notes.

5A: VOA Managers and Directors are trained and participate in budget creation with the aid of the Finance Department. All VOA Managers and Directors participate in orientation to learn rules and regulations supporting fiscal responsibilities

The tools used for this include but are not limited to Year to Date Budgets, Revenue and Expense statements, Financial Audits.

Expected Outcomes and Challenges: It is expected that students and families will demonstrate growth in all areas. Students will demonstrate growth in all development domains as evidenced by Growth reports. Parents will demonstrate growth in engagement, protective factors, life skills, and reducing barriers to their family as outlined and documented in the Family Partnership Agreements. It is also expected that VOA Head Start will face challenges accessing the quantity of services desired, given the many demands and barriers the families served face on a day to day basis. Additionally, VOA Head Start will seek financial support for increasing the school day to full time as well as the needed preservice trainings and substitute teacher hours to support staff training time.

2. Volunteers of America Head Start program aligns with the Head Start Early

Learning Outcomes Framework: Ages Birth to Five

Social/Emotional Development

VOA Head Start is fully aligned with DGKHS school readiness goals. In regard to Social/Emotional Development, staff receives pre-service and in-service training on

intentional lesson planning, ongoing child assessments, CLASS, and Creative Curriculum. Urie Brofenbrenner, one of the founders of Head Start, described a model in which the development of the child is dependent upon positive interaction with his or her family, classroom and the broader community. VOA Head Start's last CLASS assessment shows that all classrooms are operating at a high level (6.10 out of 7) in regards to Emotional Support which is tied to Social/Emotional Development. Parent's knowledge of their child's social/emotional needs are an important aspect of the being the child's first teacher. Educational sessions and classes for parents to increase these skills are offered by our Family Service Workers in a welcoming environment. ASQ-SE for Social/Emotional Screenings (completed as a conversation between parent and teacher or Family Service Workers) helps provide an accurate portrayal of the child's development. Individualized lesson plans to assist with development can be instituted if necessary. According to the TSG report, VOA Head Start children increased in Social/Emotional Development scores for 3 year olds by 14.8% and for 4 year olds, 19.7% during the 2016-2017 school year.

Approaches to Learning

VOA's Head Start Teachers use a variety of modalities including auditory, visual, and movement; as well as using a variety of materials to effectively interest children and gain their participation during activities and lessons. By presenting information in a variety of ways the teachers engage the children most effectively. For example, during group time the teachers consistently offer movement activities as part of reading a story and by writing the children's responses on the whiteboard. During choice time, children are able to choose from a variety of hands on activities. This approach to learning

increases the children's ability to actively explore, notice and seek relevant information. Parents are welcome in the classroom and encouraged to participate in the activities.

Perceptual, Motor, and Physical Development and Health

VOA Head Start subscribes to the theory that movement is at the very center of young children's lives. It is an important facet of all aspects of their development, whether in the motor, cognitive, or affective domains of human behavior. To deny children the opportunity to reap the many benefits of regular, vigorous physical activity is to deny them the opportunity to experience the joy of efficient movement, the health effects of movement, and a lifetime as confident, competent movers. Physical activity has long been viewed as a positive way to release the pent-up energy generated from strong emotions. For example, vigorous physical activity such as running outdoors is generally considered an acceptable way to get rid of angry feelings. VOA Head Start uses assessments and observation tools to identify those children who are most likely at risk of motor weakness as early as possible and to subsequently incorporate specific motor activities into the child's day. In fact, many children show significant improvement in their motor skills when given greater exposure to and practice in novel motor activities. VOA Head Start also incorporates the Culture of Wellness and dance classes in their programming. VOA, through our Volunteer Division, recruits groups of high school age volunteers who engage the children during recreation time. According to our TSG report, VOA Head Start children saw an increase in Physical Development scores for 3 year olds by 12.3% and for 4 year olds, 35.6%.

Language and Literacy

To increase children's growth in expressive, receptive, reading and writing, teachers are first expected to initiate conversations in the classroom with children that promote opportunities for language use and to provide more opportunities for children to initiate conversations with teachers and peers. Teachers are expected to repeat and expand upon the children's response by recasting the child's response in a more complex form. The teachers are also expected to use parallel and/or self-talk, mapping out their actions and/or the children's actions through language and description as a means of expanding the children's language. These best practices give children the best opportunities for growth in language and literacy. According to our TSG report, VOA Head Start children saw an increase in Literacy Skills scores for 3 year olds by 55.6% and for 4 year olds, 38.8%.

Cognitive and General Knowledge

In order for children to demonstrate growth in higher order thinking, teachers use discussions and activities that encourage analysis and reasoning. Strategies that encourage analysis and reasoning include asking "how" and "why" questions that lead children to gain a deeper understanding of concepts. Lesson plans also provide opportunities for children to be creative or generate their own ideas and products. The teachers make use of brainstorming as a way to encourage thinking and to generate many responses and link concepts and activities to one another and to previous learning. Linking different concepts that children have been learning throughout the week or tying together multiple concepts within a single lesson is an effective approach used by VOA Head Start Teachers. According to our TSG report, VOA Head Start

children saw an increase in Cognitive Development scores for 3 year olds by 15.7% and for 4 year olds, 38.7%.

3. Governing Body, Policy Council and Parents Helped to Determine Program

Goals

VOA Head Start follows Head Start standards by ensuring that there is a formal structure in place “for the oversight of quality services for Head Start children and families and for making decisions related to program design and implementation”. The Governing Body for VOA Head Start consists of Board Members, community members, parent representatives and staff. There is a report out at all meetings as well as a review of personnel updates, enrollment, financial status, classroom programming, and other areas that may need attention. From this data the Governing Board is able to steer the program and devise programming goals – those of which are included in this baseline grant. The Policy Council meets monthly and is well attended by over 20 parents at each meeting. There is a report out at all meetings as well as a request for volunteers to allow parents to become more involved in the process. This allows for parents to have a voice in programming goals as well as day to day operations. Both the Governing Body as well as the Policy Council reviews the grant submission and offers input.

Sub Section B: Service Delivery

1. Service and Recruitment Area

1.a. VOA’s Head Start serves the entire City and County of Denver, primarily drawing from the Westwood neighborhood.

1.b. Families in Westwood experience high economic barriers causing concern for children currently served by VOA. The neighborhood data from the 2017 Denver Great Kids Head Start’s Community Assessment shows that:

- 15% - 19% of families in the Westwood neighborhood were unemployed. In addition, job related stress, job loss, and financial insecurity can negatively impact the entire household.
- Over 30% of the families in Westwood live in concentrated poverty. Children living in areas of concentrated poverty are more likely to experience stress, have unmet basic needs, lower test scores, and are more likely to drop out of school. In the lower part of the Westwood area, 50% - 100% of the children live in poverty.
- 75% – 89% of third graders were not meeting expectations on the English Language Arts Assessment
- 11%- 20% of children live in households receiving food assistance (SNAP benefits).

VOA's Program Information Report (PIR) found that similar numbers applied to the families enrolled during the 2016-2017 year school or even worse:

- 27% of the families enrolled were unemployed
- 40% of the families were receiving food assistance (SNAP benefits)
- 45% of enrolled families held less than a GED
- 22% of families were homeless sometime during the school year

2. Needs of Children and Families:

2a. According to the DGKHS 2017 Community Assessment, it is estimated that between 300-700 children under age 5 exist in the three neighborhoods surrounding the VOA Head Start (Westwood, Barnum and Barnum West). The majority of these children are Hispanic (61% - 86%). It is also reported that the Hispanic birth rate is an estimated

number of approximately 500 births in the three neighborhood area within the last year. Over 50% of the children served last year speak Spanish at home and are dual language learners. Westwood contains census tract areas in which high numbers of linguistically isolated households are located. A linguistically isolated household is defined as a household in which no one 14 years or over speaks English very well. Parents who do not feel comfortable speaking English are less likely to participate fully in the education and health care systems and may be less likely to enroll their children in early education programs.

In regards to homelessness, according to VOA Head Start's most recent PIR, 22% of the families served were homeless. There has been an increase in serving families who experience homelessness over the last few years.

At the VOA Head Start, we do not serve many children that come from the foster care system, though FSWs are trained to assist foster families with their special needs such as developing permanency goals and family reunification.

Historically, VOA Head Start has served more than the required 10% of children with disabilities. According to the 2017 DGKHS Community Assessment, there were 12 percent of children with an Individual Education Plan (IEP) participating in the DGKHS programs during the 2016-2017 school year. VOA Head Start had a similar percentage of children enrolled with IEPs this last school year.

With these factors in mind, VOA Head Start raised funds to open a new facility in this area consisting of 5 full classrooms and one large all purpose room to serve the specific needs of these children from this service area.

2b. The 2015 Kids Count report indicated that the percent of Colorado students who are learning English as a second language has continued to grow, citing that 15% of all students were classified as English Language Learners (ELL). Denver continues to be one of the counties with the highest percentage of ELL students (36%). To best serve the community and meet the needs of the families, over half of the program staff is bilingual in English and Spanish. Research shows that children who learn academic skills in their first language while also receiving English instruction are better prepared for first grade and are more likely to be reading at grade level. “Colorin Colorado” is a bilingual website established for educators and families of English Language Learners; they report that English Language Learners (ELLs) come from a culture with traditions and family values that differ from mainstream American culture. These young children not only have the challenge of learning a new language but also of adjusting to an unfamiliar cultural setting and school system. With this in mind, VOA utilizes the Office of Head Start’s Strategies for Supporting All Dual Language Learners: a) Create a welcoming classroom environment which reflects children’s backgrounds; b) Ask families to continuously share information over time about their children’s interests and infuse the information into classroom activities and curriculum; c) Provide opportunities for families and community members to share stories and information in their home language with teachers, staff and children; d) Carry out our program’s language policy to support children’s continued development of the home language and facilitate English language learning; e) Provide opportunities for teachers and staff to develop knowledge of first and second language development as well as culturally and linguistically responsive practices; f) Understand that dual language learners are individuals and

there is no one size fits all strategy. The families also receive assistance in learning English if they choose to do so. This past school year we had 16 parents enroll in ESL classes. In regards to health, according to the DGKHS 2017 Community Assessment 13% - 20% of the children in the Westwood area (where VOA is located) are uninsured. Helping parents to understand the necessity of a medical and dental home, regular child check-ups and immunizations, and timely treatment where indicated is a primary focus of the health component within VOA's program. An understanding and attention to health matters early in the child's life will positively impact integration and success in the public school system. VOA's Head Start program ensures that all children have health insurance. This piece of mind allows parents to focus on other areas of wellness.

Health Services to Children Based on Cumulative Enrollment

Volunteers of America Health Indicators Spring 2017	Percentage with Positive Indicator Within 45 Days of School Start Date
Children with health insurance	100%
Children with a medical home	99%
Children with up-to date immunizations, all possible immunizations to date, or exempt	99%
Children with a dental home	100%
Children who are up-to-date on a schedule of preventive and primary health care per the state's EPSDT schedule at the end of enrollment year	91%

In 2014, approximately 26,000 children, or 20 percent, were counted as food-insecure in Denver. VOA has several programs which assist in food-insecurity including the VOA Mission where families can receive food boxes and access to hot meals three times a day, six days a week at no charge. All Head Start participants are provided hot, nutritious meals consisting of fruits and vegetables during the school day. Upon intake,

VOA's Family Service Workers use evidence based case management strategies to maximize access to social services for the families. Again, according to the 2017 DGKHS Community Assessment, 41% -97% of the children in Westwood receive public benefits. FSWs are trained to identify needs and to assist with applications to obtain public benefits including SNAP (food benefits) and TANF (financial assistance) benefits and CCAP (Colorado Child Care Assistance Program). Access to other social services is also a major part of the VOA Head Start program. This past school year over 162 different types of service assistance were utilized by the families in the program.

Economic barriers experienced by the families living in Westwood is the most concerning factor for children currently served by VOA. The neighborhood data from the 2017 Denver Great Kids Head Start's Community Assessment shows that up to 9% of families in the Westwood neighborhood were unemployed. In addition, job related stress, job loss, and financial insecurity can negatively impact the entire household.

VOA's Program Information Report (PIR) found that of the families enrolled during the 2016-2017 school year saw a higher number of unemployed families - 27% of the families enrolled were unemployed. To combat this, the FSWs have offered individualized services to families including CNA classes and GED classes. Eighteen families were referred to adult education and job training classes.

For those mothers in our program who become pregnant, we offer them assistance with accessing benefits such as WIC and also assistance with obtaining "baby bundles" which contain items such as diapers, bottles, formula, etc.

2.c. According to the DGKHS 2017 Community Assessment, there are only six pre-schools in the Westwood area with a level 4 quality rating as well as an identified child

care desert south of our center. A child care desert is defined as any census tract with more than 50 children under age five that contains no child care providers, few options, or more than three times as many children as licensed child care slots.

3. Proposed Program Options

3.a. VOA Head Start will serve 80 children from ages 3-5 and provide all services in one Colorado Shines Level 4 quality rated center with five classrooms located in the Westwood area at the corner of South Yates and Alameda in southwest Denver. Every school year will begin in August or September and end in May or June, closely following the Denver Public School calendar. By August 1, 2021 VOA Head Start will provide over 1,020 annual hours of planned classroom operations per year expanding the remaining extended day Head Start classrooms to full day Head Start classrooms. VOA Head Start has a plan to transition the remaining two classrooms to full day and is actively seeking funding sources to assist with the cost of the transition.

3.b. N/A

3.c. A study by the National Institute for Early Education Research (NIEER) finds that the benefits of full-day preschool over half-day programs are significant and concludes that "policy makers should strongly consider implementation of full-day preschool." According to the report, "Children who attended an extended-day, extended-year preschool program experienced greater improvement in test scores compared to peers who attended half-day programs. The difference in performance gains over time was evident for measures of both verbal and mathematic abilities. These results indicate that duration is an important consideration for the effectiveness of preschool education." By August 1, 2021, all 80 children on the VOA program will be attending full day Head Start

instruction. Also, the facility does offer full year care to all the families in Head Start program through alternative funding sources.

3.d. N/A

4. Centers and Facilities:

4.a. N/A

4.b. N/A

4.c. N/A

5. Eligibility, Recruitment, Selection, Enrollment, and Attendance:

5.a. Recruitment planning for VOA Head Start begins in February, recruitment and enrollment begin in March. The VOA website provides enrollment information in English and Spanish. Banners and other signage are posted, and fliers are placed in businesses, schools and agencies frequented by our targeted families. Staff provides informational sessions for groups of parents and several new children will be recruited through word of mouth by current parents. Staff also reaches out to other area programs not equipped to teach children with disabilities in an effort to recruit and serve those most vulnerable. Also, VOA Colorado serves numerous families that are experiencing homelessness; staff reaches out to other VOA programs such as our VOA Family Motel (family shelter program) to recruit these children throughout the school year. Once children are identified, a selection committee consisting of managers, staff and directors, meet to score and rank each family via a numeric ranking system. VOA Head Start utilizes DGKHS selection criteria.

Below is a chart of VOA Head Start’s remaining 40.5 selection criteria:

Selection Criteria:	Points Scored:
3 or more children in the household	5

Multi-generational families	5
Involvement in child protection services	5
Dual language learners	5
Parents without a GED	5
Incarcerated Parent	5
Self – Report of Parent Experiencing Domestic Violence	5
Family who is currently Pregnant	3
Family residing in Westwood, Barnum or Barnum West	2.5

5.b. VOA Head Start’s strategy to improve attendance is by using an ecological model that focuses on the child and family. VOA believes that relationships form the ecology within which children function. Relationships within and across systems, settings, and contexts influence children as they develop and transition into school. Parents and other caregivers must be ready to encourage ongoing education by promoting attendance. According to the DGKHS Community Assessment for 2017, the benefits of consistent school attendance include improved academic achievement, increased graduation rates, reduced juvenile justice costs, and decreased poverty. Also, absenteeism in preschool and kindergarten can influence whether a child will be held back in third grade. VOA Head Start staff utilizes strategies to promote attendance such as educating the parents at orientation about the benefits of regular attendance, VOA also encourages child attendance by decreasing barriers the family may face in getting the child to school. When a child is absent and VOA has not heard from the family, a Family Service Worker will contact the parent to follow up. They then work in conjunction with the parent to remove the barrier so the child may attend school. This may include conducting home visits if the child’s attendance does not improve. Utilizing our data system known as Service Point, these barriers are entered into the system via case notes and are tracked to monitor continued success. Also, if the data shows that

an increase in a specific barrier is identified, then VOA will work throughout its internal network to identify a solution to a larger problem. VOA's process aligns with Head Start's goal that the child's safety must be ensured even when they do not arrive at school. VOA Head Start also utilizes progressive points of contact, including contacting other families members who are identified as support systems; through the Family Partnership Agreements; celebration/acknowledgement are given to families with good attendance records; and finally VOA Head Start aligns with older sibling's daily start times at Denver Public Schools as well as their school calendar.

6. Education and Child Development

6.a.i. VOA Head Start utilizes a blend of the following, Teaching Strategies Gold, Creative Curriculum, Incredible Years Social Emotional Curriculum, Erickson Math, and will train teachers in Conscious Discipline to implement Fall 2018.

6.a.ii. Each Curriculum is evidence based and designed for early childhood education with scope and sequence in mind. TS Gold and Creative Curriculum have been identified and are recommended by the Colorado Department of Education for students birth through Kindergarten. Utilizing this curriculum not only affords us the opportunity for quality and compliance but also provides common standards and language between early childhood educators and elementary educators. TS Gold allows teachers to easily identify the next developmental skill to be acquired for each child, enhancing individualization. The Incredible Years Social Emotional Curriculum is also an evidence based curriculum. It has been shown to decrease mental health symptoms, criminal activity, substance use and further develop pro-social skills as children grow into adolescence. This curriculum is specifically helpful for our students who reside in a

predominately underserved neighborhood and in environments overwhelmed with Toxic Stress. Children exposed to adverse childhood experiences and living in a Toxic Stress environment are more prone to substance abuse, mental health concerns and criminal behavior as they age. Incredible Years serves as another preventative action to ensure lifelong success and health. This is recognized by Substance Abuse and Mental Health Services Administration (SAMHSA). Over the last year, teachers have engaged in specialized training through Erickson Institute to increase competencies, skills and strategies. New skills are implemented with the guidance and support of mentor teachers who provide coaching. Spring 2017 will bring about extensive training for the entire team in Conscious Discipline so that we can fully implement in fall 2018.

Teachers will implement Conscious Discipline in their classrooms and parents will simultaneously receive Conscious Discipline training to implement at home. This is also evidenced based and is trauma informed, also backed by SAMHSA. All curriculums are taught in a fully inclusive and bilingual environment, ensuring individualization for each child.

6.a.iii. Volunteers of America Head Start curriculum is aligned with the Head Start Early Learning Outcomes Framework Ages Birth to Five. We utilize Creative Curriculum and TS Gold for assessments and planning. The Creative Curriculum website maps out an evidence document demonstrating full alignment at https://teachingstrategies.com/wp-content/uploads/2017/04/Teaching-Strategies_Alignment-to-Head-Start-Program-Performance-Standards.pdf.

6.a.iv. All teachers are fully trained, receive coaching and mentorship, and complete inter rater reliability. Training, intensive coaching and mentorship ensure all programs are implemented with fidelity.

6.b. N/A

6.c. VOA utilizes Ages and Stages Questionnaire as well as Ages and Stages Social Emotional questionnaire with parents for developmental screenings. These are offered in both English and Spanish and are supported by a bilingual staff member. Bilingual Teachers complete Early Screening Inventory's (ESI's) with students to be paired with parent's perspective from the ASQ's for a comprehensive understanding of the child's skills. When a possible developmental delay is noted, children are referred with extensive observations to the Special Education team from Sewell for full developmental assessments. All screenings and assessments are completed in the child's first language.

6.d. VOA Head Start relies heavily on parent involvement and engagement. The foundation of early childhood success is deeply rooted in parent participation as parents are their child's first and best teacher. Parents participate in the ASQ and ASQ-SE's, provide regular and routine input to the teacher and if a developmental assessment is needed, participates in the entire process from completing their own questionnaires, providing input at meetings and aiding in writing the Individual Education Plan. Children cannot receive services without parent's informed consent. Parents also participate in monthly Parent Engagement Committee (PEC). During these meetings parents and staff exchange information about programming, curriculum, audits, finances, and

assessments. Parents are critical partners in the process of evolving quality and providing direction to the program.

7. Health

7.a. VOA's Head Start program ensures that all children have health insurance through early identification and support services to the family. Through a contract with DGKHS, VOA partners with Denver Health and maintains an on-site nurse. The nurse assigned to VOA provides consultation and intervention to all families, in their preferred language, and extra support to those with higher needs. Dental care access is provided to 100% of the children served at VOA Head Start which promotes effective oral health hygiene. All children have a tooth brush on site and are assisted daily by staff to brush with toothpaste containing fluoride as part of their daily routine while at school. In keeping with Head Start goals, 100% have an assigned dental home and 92% have received dental services at least once during the school year.

Prior to school starting, home visits are completed and parents are consulted to determine if the child entering school has ongoing sources of continuous and accessible health care provided by a healthcare professional; beyond using the emergency room or urgent care for health related issues. If the child has a medical home, the center will obtain information that the child is up to date with vaccinations, well-child visits, age appropriate preventative screenings, etc. If the child does not have accessible health care or does not have the necessary care required by Head Start and licensing, staff assists the parent with making arrangements to bring the child up to date as quickly as possible. VOA Head Start works to ensure that this occurs within 30 days of first attending the program. The Service Point database used by VOA Head Start tracks

referrals and allows for follow up reminders to be set to assist in monitoring follow up evaluations and treatments. Denver Health also provides staff trainings, as well as training and information sessions for parents and children.

7.a.i All enrolled children are provided health screenings to include, dental, vision, and hearing with timely follow up referrals and care. The results are shared with their families and staff in order to best meet the child's needs. The on-site nurse has her own work space and the ability to meet with families confidentially. The nurse also has access to VOA's data base which allows her to access information on the family and to input health data into the system for accuracy and communication.

7.a.ii Similar to the Health services area, VOA, works closely with a Mental Health Consultant from Denver Health Mental Health also contracted through DGKHS. These services are on-site and allow for staff to make referrals to a specialist for the child or their family member. This past year, our data shows that two children and three family members were given referrals for mental health services. The Mental Health Consultant is also present at each "case conferencing", discussing children identified and their individual needs in order to develop strategies to ensure success for each child.

8. Family and Community Engagement

8.a. Family Service Workers (FSWs) trained in Motivational Interviewing, work closely with parents to build relationships that support families and family well-being, build strong relationships between parents and their children and encourage learning and development for both parents and children. Volunteers of America's FSWS successfully use Family Partnership Agreements (FPA) with families to address concerns about income, homelessness, meeting basic needs and parents' educational attainment. This

agreement is reviewed on an individual family basis at each family partnership meeting and at parent teacher conferences. Family Service Workers also use the Family Self Sufficiency Matrix, a tool that helps identify strengths and areas of growth for their families. All of the FSWs are bilingual in Spanish and English. At VOA Head Start we do not have a large number of single fathers, but we are able to refer them to supports such as: The Fatherhood Foundation, The Father's Network, Dads For Kids, etc. These resources can assist single fathers with grants, support groups and legal assistance.

8.b. During the school year, the VOA Head Start Program parents achieve an increased awareness of early learning, childhood development, and self-sufficiency skills through an annual parent-training schedule, the Family Partnership Agreement and using the Family Self Sufficiency Matrix. At orientation, parents first learn about Head Start comprehensive services, volunteer opportunities, parent training, and classroom/curriculum information. Various classes are offered to parents throughout the school year including cooking matters, pedestrian and child safety, car seat safety, PACT activities (Parent and Child Together), Child Social and Emotional Development classes, and Mental Health Wellness for Children. There are also classes for parents to learn English as well as opportunities to learn new job skills.

8.c. VOA Head Start offers a series of evidence based Parent Education classes from health and nutrition, financial support, and child development. Historically VOA Head Start has offered the Culture of Wellness series to parents to increase knowledge around understanding and identifying healthy foods. Cooking Matters takes the basic nutritional knowledge to the next level by applying it to shopping for and preparing healthy affordable meals. Financial Literacy classes occur annually to aid families with

budgeting and credit management needs. Fall 2018 VOA Head Start will implement Conscious Discipline training for all parents.

8.d. A key program strategy used for Family Partnership services is that FSWs are trained in multiple areas to build trust and to motivate families to achieve self-sufficiency.

8.d.i. VOA FSWs utilize the Family Partnership Agreement to assist families in developing protective factors (parent resiliency, community resources, resource identification to meet basic needs, knowledge of their child's development as well as nurturing and attachment with their child). Parent resiliency is measured through case notes, parent report, surveys, questionnaires, parent training sign in sheets, the attainment of goals developed in Family Partnership Agreements and through listening sessions regarding programming.

8.d.ii. VOA Head Start utilizes a web-based case management tracking tool known as Service Point. Case notes as well as outcomes are entered into this data base. This measurement process shows that 98% of enrolled families participated in the Family Partnership Agreement (FPA), developing self-sufficiency goals and working to make progress toward goals and 40% of the families completed at least one goal on their FPA. Ninety percent of enrolled families participated in one class or more on topics such as child development, health and nutrition, community advocacy, kindergarten readiness, and several other courses offered throughout the year. Some individual family successes experienced this last school year include:

- One parent obtained her CNA certificate with the assistance of courses brought on site

- Sixteen parents enrolled in our introductory ESL class; 4 parents are enrolled in intermediate English level and 2 are in the advanced level ESL courses brought on site.
- One mother completed her GED with assistance from the Family Services Worker.
- Six parents received legal assistance in their cases through our resources.

8.e VOA Head Start works closely in the community with partners such as: Servicios de la Raza (assistance with immigration issues), Mi Casa (educational and financial assistance), Colorado Legal Services (legal issues), Denver Human Services (TANF, SNAP, CCAP), Baby Bear Hugs (free in-home parenting classes), Griffith Center for Children (offering family reunification assistance), Thrive Center (assists families with children who have disabilities), and many others. Encouraging parents to participate in their child's education is a primary aspect of VOA programming. FSW and teaching staff approach each family with a schedule of events, flyers are posted and in some cases phone calls to each family are made in order to obtain participation. Training, meetings and other events are held when parents are most likely to participate. If transportation is an obstacle, families can access bus passes from the FSW to facilitate parent participation. During all trainings and parent meetings childcare is free and offered on site.

9. Services for Children with Disabilities

Ensuring those most in need receive VOA's Head Start services is a priority for VOA, particularly families who have children diagnosed with disabilities.

9.a. Early identification is key in assisting children with disabilities. All children receive a developmental screening upon enrollment utilizing the Ages and Stages Questionnaire

and Ages and Stages –Social Emotional Questionnaire with the Family Service Worker or with the classroom teacher during the home visit. Upon completion of the ASQ/ASQ-SE, parents and staff (Teachers or Family Service Workers) review the results together and discuss. Although staff is expected to complete screenings within 45 days of enrollment, it is the expectation that children with a need for an IEP are identified within the first month of enrollment. In order to accomplish this, parents are close partners in the IEP process. IEP meetings are conducted in the family's home language and teachers communicate the child's progress during home visits and parent and teacher conferences. Prior to the first day of school, parents are given information in their enrollment packet to increase parent awareness around developmental expectations. At parent teacher conferences, milestones are reviewed and any concerns are addressed or referred to the Education/Disabilities Specialist.

9.b. A child who has a demonstrated delay or area of concern in any domain is introduced to the Education and Disabilities Coordinator (EDC) for additional services. The EDC answers parents questions, introduces the referral process for Part B and what the family can expect along the way. The EDC also explains the family's rights to ensure they are providing informed consent and know how to best advocate for their child. The EDC begins the referral process for Part C with the guardian's permission, collaborating with key players. The teachers, FSWs, school nurse and EDC are all a part of the data collection and referral process. The EDC facilitates and manages the process to ensure that collaboration with partners and community providers is seamless. The EDC position serves as a relational bridge, introducing the family to the providers that will complete the full evaluation, including from Denver Health, Sewell

Child Development Center, or in obtaining medical records and evaluations with medical providers.

10. Transition

10.a. VOA Head Start does not have an Early Head Start component in its programming; however, in accordance with Head Start regulations, VOA Head Start will work together with Early Head Start providers or other community partners to obtain or provide information about a child's progress and their family's circumstances with a release of information.

10.b Preschool children make the transition into kindergarten most successfully when their schools and families prepare for it together. VOA works with the local elementary schools to schedule meetings with the families in the spring where Head Start children can engage and visit local elementary schools. Parents are strongly encouraged to participate in these activities, and are assisted in visiting their child's kindergarten teacher on their own or with the FSW. VOA staff recognize that the emotions of excitement and fear about kindergarten and elementary school are present with the child and with their families, and it is essential to work with both so parents can be in a position to fully support their child in the transition. With approval from parents, VOA Head Start will provide letters to the new teachers introducing the child.

10.c. VOA Head Start adheres to a continuity of care model and is mindful of transitions and the impact this may have on a child and their family. Transitioning children into Head Start begins by utilizing an ease of entry schooling which allows the children to adapt to the environment and to their teachers for the first week of classes. VOA Head Start minimizes transfers of children to different classes, teachers and environments as

much as possible. Likewise, when a child is transitioning elsewhere, VOA Head Start staff will work with the community provider to assist in the transition.

11. Services to Enrolled Pregnant Women

11.a. VOA Head Start prioritizes services for mothers in our program who are pregnant or who become pregnant, we offer them assistance with completing a benefits check-up, and assistance accessing any and all entitlement benefits such as Medicaid or WIC. We also have private donors who can provide “baby bundles” which contain items such as diapers, bottles, formula, etc.

11.b. During the intake, parents who are expecting are identified and prioritized to receive information about prenatal and postpartum care. Referrals to resources in the community that specifically addresses nutrition, risks of alcohol and drug abuse, postpartum recovery, infant care and safe sleep practices are also offered. If there are at least eight expecting parents, classes are brought into the center to address these needs in a group setting as well as a support group that can be introduced if desired.

11.c. For all expecting parents, FSW work to address the needs identified by the family. The Family Service Partnership agreement is reviewed and updated if necessary. Total family care is offered as well as access to the nurse to discuss any private concerns which may lead to referrals to their primary physician or obstetrician. Also, demonstrations on car seat safety and referrals for obtaining any necessary safety equipment for the home and car to keep the newborn safe are offered. To support the transition of the new baby into the family, educational books and tools are given to the family to assist their child in Head Start to become a new big brother or sister.

12. Transportation

12.a. Because the need for Head Start in the Westwood area exists, the majority of the children who attend VOA Head Start are located in the area surrounding the center and some from the apartment complex adjacent to the center. This is fortunate because the need for transportation is not high. The need for transportation is higher for families experiencing homelessness since they may be more transient and not always staying near where the center is located.

12.b. Parents requiring assistance with transportation are assisted in exploring options with Family Service Workers and will receive referrals to agencies where bus fare, bus passes or gas cards can be obtained at reduced cost. Emergency bus fare and taxi vouchers are available to enrolled Head Start families who require immediate help to ensure their child is able to attend school.

Sub Section C: Governance, Organizational, and Management Structures

1. Governance

Structure

a.i. Don Shek, Board Member of VOA Colorado and Children's Committee member

a.ii. Herminia Vigil, Board Member of VOA Colorado and Children's Committee Chair

a.iii. Martin Litt, Board Member of VOA Colorado

b. The members of the governing board are from the Denver Metro Area and are tasked with, "the oversight of quality services for Head Start children and families for making decisions related to program design and implementation" as specified in the Head Start performance standards. In order to accomplish this, there is representation from other key programmatic areas including members who were formerly associated with education, members who assisted setting up our processes when VOA Colorado first

opened its Head Start to ensure alignment with Head Start Standards, community banking, life coaches, accountants, and parents.

c. Volunteers of America has a large Board of Directors with oversight, policy setting and fundraising responsibility for the large multipurpose non-profit agency. To ensure the appropriate focus, attention and to meet the governance responsibilities required by Head Start, a Children's Committee is appointed by the Board and consists of four Board members and other community members. The Head Start program is the purpose and focus of the Children's Committee.

Processes

Governing Body

a. The Children's Committee meets regularly throughout the year and the Children's Committee Chair is a member of the Board Executive Committee. The Chair also reports to the full Board at their quarterly meeting, describing action needed/taken. The Children's Committee works along with the Parent Advisory Committee, comprised of Head Start parents, to ensure program business is handled per Head Start regulations. There is a report out at all meetings as well a review of personnel updates, enrollment, financial status, classroom programming, and other areas that may need attention. From this data the Governing Board is able to effectively oversee the program operations and accountability for federal funds.

b. As mentioned previously, the Volunteers of America Board of Directors has delegated the Children's Committee to ensure the appropriate focus, attention and to meet the governance responsibilities required by Head Start, the Children's Committee is appointed by the Board and consists of four Board members and other community members. The Children's Committee Chair is a member of the Board Executive Committee and the Chair reports to the full Board at their quarterly meeting, describing action needed/taken in order the maintain legal and fiscal responsibility.

Policy Council and Policy Committee

c. VOA Head Start fosters parents to become leaders in their child's education and in the community. This school year we have had excellent attendance at parent engagement committee meetings (policy committee) which in turn several appointed members attend the DGKHS policy council meetings. Through both of these committees parents and staff are able to share key program information to inform their ongoing responsibilities.

Parent Committees

d. The Parent Engagement Committee meets with each other and staff on a monthly basis to inform program policies, plan activities and evaluate services to ensure they meet the needs of the children and families.

e. The President or their designated representative of the Parent Engagement Committee attends the Children's Committee on a regular basis. The two committees are able to interact at planned activities, celebrations as well as a scheduled meeting throughout the year.

Relationships

a. Training and Technical Assistance for the committees is as follows:

Parent Committee – Advisory Committee

Training Topic	Timeline	Desired Outcomes
Parent Orientation 1 & 2	August	Parents learn about Head Start comprehensive services and approach to inclusiveness. As well as the important role that parent leaders have in the school and Policy Committee.
Choosing a Policy Committee	September	Parents understand the roles and commitment to the Policy Committee. Parents are selected by their peers to represent their program at the DGKHS Policy Council.
Roles of Policy Committee, Representatives and Officers, Robert's Rules of	September	Parents learn more about the role of a Policy Committee Representative, and ERSEA requirements. The Committee selects officers to run the committee. The committee learns to use parliamentary rule

Order- How to Run a Policy Committee Meeting		to run their meetings.
CACFP Food Program	November	Parents learn more about CACFP food program requirements and audit
ERSEA(Eligibility, Recruitment Enrollment, Selection, Attendance) requirements for the program,	December	Parents learn more about ERSEA requirements and audit
Head Start Self-Assessment Review and Head Start Continuation Grant Approval	January	Parents are advised of the grant and approves. Parents learn the importance of self-assessment.
Budget Report and the Federal Monitoring	February	Parents understand how the budget is reported and the current status of the program budget. Parents are asked to volunteer their time in assessing and monitoring.
Recruitment, enrollment and selection criteria	March	Parents are advised of recruitment and enrollment efforts and approve the selection criteria based on current PIR, enrollment and community assessment information.
Program planning for next year	February/March	Parents are advised of planning needs, give input and approve.

Children’s Committee – Governance Committee

Training Topic	Timeline	Outcomes
Program goals and plan to achieve, fiscal reports and new ERSEA (eligibility, recruitment, selection, enrollment, and attendance) standards	August/September	The Board understands the goals the program will achieve. The Board understands the fiscal report and is advised of the current status of the program budget. Members are instructed on the changes in ERSEA (eligibility, recruitment, selection, enrollment, and attendance) standards.

Director, Board and Policy Committees Role	October/November	Board members understands the roles and how each works together to provide governance of the program.
Head Start Program Self-Assessment & Head Start Continuation Grant	December/January	Members learn the importance of self-assessment. Members are asked to volunteer their time in assessing and monitoring. Members are advised of the grant and approves.
Recruitment, enrollment and selection criteria	February/March	Members are advised of recruitment and enrollment efforts and approve the selection criteria based on current PIR, enrollment and community assessment information.
Input to next year planning & Survey for Board training plan	April/May	Members are advised of planning needs, give input and approve. Members are surveyed for their additional training needs.

b. Annually the governing body members are to report any conflict of interest with Head Start, Early Head Start, and delegate programs or other partners/vendors. We do not have any committee members with any conflict of interest. There is no exception criterion applicable to the governing body members at this time.

d. The President or their designated representative of the Parent Engagement Committee attends the Children's Committee on a regular basis. The two committees are able to interact at planned activities, celebrations as well as a scheduled meeting throughout the year in order to ensure meaningful consultation and collaboration around their joint decisions.

2. Human Resources Management

a.

Andrea Johnson Project Manager Early Childhood Education Center	Amy Kreitz Education and Disabilities Specialist	Samira Tamayo Family Service Worker	Gloria Jimenez Family Service Worker	Natalie Thomas Family Service Worker
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b. Prior to employment all staff are put through a vigorous onboarding process. This process includes criminal background checks, reference checks and a web based

assessment. Upon hire, all staff are required to submit their fingerprints in order for the State of Colorado to alert us to any issues that may come up on their record in real time. Also, annual background checks are completed on staff. For anyone choosing to volunteer in our program (except parents), the volunteer criminal background check is done for the last 10 years. Consultants and contractors are vetted per our contracts and are reviewed annually.

c. For staff, Volunteers of America holds three orientations to the organization. Staff specific to Head Start go through a week long process to acclimate the children and new staff person into the program and classroom. For volunteers, orientation is done with representatives from the Volunteer Department. There is also an on-site orientation for volunteers to assist with transition into the program.

d. VOA provides a series of mandatory trainings to all VOA employees: Motivational Interviewing I & II and Motivational Interviewing III to supervisors. Trauma Informed care is also offered to all employees. All VOA Head Start employees complete an extensive annual pre-service training that includes Head Start 101, ERSEA, TS Gold, Creative Curriculum, First Aid, CPR, Medication Delegation, Universal Precautions, boosters for: Incredible Years, Erickson, and Conscious Discipline. VOA works with each employee to craft an individualized Professional Development Plan based on their current skill set and professional goals. These plans are executed through the Colorado Professional Development Information System, Annual Rocky Mountain Early Childhood Conference, Denver Great Kids Head Start trainings, Denver Health trainings and through a partnership with The Network for counseling and mental health trainings.

VOA Head Start collaborated with a seasoned expert coach from Clayton Early Learning to offer CLASS assessments, individual Practice Based Coaching, and a Teacher Learning Community. All are viewed as best practice and evidence based. This plan for contracting coaching will continue in the 2018-19 school year and beyond, eventually the on-site mentor will secure coaching credentials. When this occurs, the on-site credentialed coach will provide all coaching to individuals and group utilizing evidence based Practice Based Coaching.

Program Management and Quality Improvement

a. VOA Colorado utilizes a web based case management system, Service Point, to track progress toward identified goals. This system allows staff to electronically input attendance, case notes, teacher notes, PIR data, health data, demographics, outcomes, etc. This system supports the program's ability to effectively assess areas and allow for ongoing oversight as well as correct any programmatic areas of concerns. VOA Head Start utilizes the domains of CLASS (Classroom Assessment Scoring System) to form a foundation of teacher effectiveness, the Head Start Child Development and Early Learning Framework, Creative Curriculum, and ongoing assessment using Teaching Strategies Gold. In regards to safety practices, VOA's Head Start Program developed comprehensive health and safety checklists that meet Head Start performance standards and Colorado Childcare Licensing Standards. Classroom and Playground checklists are reviewed daily by the managers combined with unannounced health and safety inspections by our Vice President of Buildings and Safety. We also have annual health and safety trainings with a wide range of topics such as chemical safety, Active Shooter Training, blood borne pathogens, etc. VOA also has quarterly safety meetings

in which topics identified as areas of concern are discussed in an open format and a plan for a solution occurs.

b. The knowledge, skills, and practices of early childhood care providers and teachers are critical factors in their delivery of high-quality developmental and educational experiences to young children. To achieve this goal VOA Head Start staff discusses with their supervisor an individual Professional Development Plan specific to their job: a) Education Staff set goals that will enhance their teaching practices; b) Family Service Workers set professional development goals towards increasing family support and parent involvement; c) VOA Managers receive training to make decisions based on quality service and cost effectiveness and are CLASS trained in order to help staff work toward high quality environments and interactions. VOA has enrolled in the Quality Rating and Improvement Systems (QRIS) to obtain trainings through Denver Early Childhood Council for staff development and provides coaching hours to work on CLASS domains. The staff team benefits from the commitment of the entire leadership team from VOA Board of Directors to onsite mentors, supervisors, and managers, collectively working to ensure quality and accessible professional development occurs and that we are constantly engaged in continuous program quality improvement. Individual professional development plans are also implemented to ensure program quality improvement and individual development.

c. Managers in the Head Start program are responsible for overseeing the program's resources to ensure optimal benefits for the children and families served and to make the program as efficient and effective as possible. Each school year all positions are adequately budgeted for through various sources of funding, including Head Start funds.

This allows for VOA Head Start to minimize the transfer of children to different classes (continuity of care), teachers and environments. VOA Head Start holds school Monday through Thursday which allows one day per week for teachers to participate in training and professional development opportunities on Fridays without affecting the provision for a full range of Head Start services.

Section II Budget and Budget Justification Narrative

1. Please see attached Budget Narrative

2. N/A

3.N/A

4. Management positions within the Head Start program are responsible for overseeing the management of the program's resources to ensure optimal benefits for the children and families served and to make the program as efficient and effective as possible.

Volunteers of America's Head Start Managers assist in developing and monitoring the budget, and staff is informed of budgetary status during the year. Managers make cost effective purchasing decisions and staff participates in the delivery of cost effective services. VOA Head Start management developed the budget in conjunction with VOA Finance Director and the financial management team also monitors expenditures throughout the year to stay within budget. Spending activities are discussed with staff at team meetings, parents at Parent Engagement meetings and the Children's Committee. Any funds spent require a manager's signature and their supervisor signature for processing. This financial efficiency allows VOA to provide enhanced services when needed, (e.g. transitioning to a new early childhood center built and owned by VOA in 2015), ensure salaries are competitive and classroom operations and supplies are

geared toward high quality services which translate to increased school readiness for families and students.

5. VOA annually receives funds from three sources to meet the match requirement:

1. Mile High United Way – annually VOA typically receives \$100,000 from Mile High United Way that is restricted to eligible activities in Early Childhood Education. It is estimated that VOA Head Start will utilize \$28,000 of these funds in our Head Start Program to meet a portion of the match requirement.
2. Denver Preschool Program – VOA receives funding annually from the Denver Preschool Program (DPP) which helps make preschool possible for families in Denver through tuition support. This funding supplement is for children who are 4 years old and entering Kindergarten in the next school year. It is estimated that VOA Head Start will utilize \$22,000 of DPP funding for use in the Head Start Program to meet a portion of the Head Start match requirement.
3. Colorado Preschool Program - The Colorado Preschool Program (CPP) is a state-funded early childhood education program administered by the Colorado Department of Education. CPP provides access to quality early childhood education for children who lack overall learning readiness. Each year the Colorado General Assembly provides preschool funding for children who have certain risk factors in their lives that are associated with later challenges in school. It is estimated that VOA Head Start will utilize \$75,517.00 of CPP funds to meet a portion of the Head Start match requirement.

6. N/A

7. N/A

**Volunteers of America Head Start
Budget Narrative 2018-2019
1/22/2018**

Volunteers of America requests \$502,069.00 in federal operating funds to serve 80 children with Head Start services, including \$2,290.00 to be used for Training and Technical Assistance. VOA's required non-federal share is \$125,517.00. The total operating budget for VOA Head Start is \$ 627,586.00

A. PERSONNEL

Personnel costs reflect Executive (Division) Director at cost, .75 FTE Director of early Childhood Services, .80 FTE ECE Manager, .80 FTE Education and Disabilities Specialist, .75 of 4 FTE Lead Teachers, .75 of 4 FTE Teacher Associates and 2 PTE Assistant Teachers and Child Development Aides, .75 of 2 FTE Family Service Workers 1 PTE Family Service Worker, 1 PTE Lunch Coordinator, .5 of FTE VOA Maintenance staff at cost, and \$792/yr for VOA meal service delivery driver.

- i. Federal Funds Requested:
- ii. VOA Non Federal Match funds:
- iii. Total Cost, this category:

B. FRINGE BENEFITS

Fringe benefits include FICA at 7.65% of total payroll, unemployment ins. at 1%, worker's comp at 2%, pension and retirement @ 9.5%, and health insurance at \$5076.12/annual per employee who chooses health insurance.

- i. Federal Funds Requested:
- ii. VOA Non Federal Match funds:
- iii. Total Cost, this category:

C. TRAVEL

No **travel funds** are requested

D. EQUIPMENT

No **equipment funds** are requested

E. SUPPLIES

Supply costs include office Supplies, child and family services supplies, food service supplies, medical supplies; laundry, housekeeping supplies and disposables.

- i. Federal Funds Requested:
- ii. VOA Non Federal Match funds:
- iii. Total Cost, this category:

F. CONTRACTUAL

Contractual services include audit; food service; (amount budgeted is the difference between food service billed and reimbursement received from the Child and Adult Care Food Program); VOA Foster Grand Parents (providing 4 "grandparents" for Head Start classrooms); security costs and temporary help.

- i. Federal Funds Requested:
- ii. VOA Non Federal Match funds:

iii. Total Cost, this category:

G. CONSTRUCTION

No **construction funds** are requested

H. OTHER COSTS

Other costs includes utilities and other occupancy costs; training and staff development costs.

i. Federal Funds Requested:

ii. VOA Non Federal Match funds:

iii. Total Cost, this category:

I. T and TA

i. Federal Funds Requested:

ii. VOA Non Federal Match funds:

iii. Total Cost, this category:

TOTAL FED FUNDS

TOTAL MATCH

TOTAL BUDGET

NOTE: A federal indirect cost rate agreement is not used for VOA Head Start.

MATCH SOURCES

Denver Preschool Program (DPP) - Tuition credits for four year old children who are kindergarten bound
Colorado Preschool Program (CPP)
Mile High United Way Grant - Two year grant agreement
Total of Match Sources

Compensation Statement

None of the funds appropriated through a contract for Head Start are used to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II, which for PY 17 remains at \$185,000.00. VOA Head Start understands that this figure is subject to change.

\$383,676.00
\$78,864.00
\$462,540.00

\$99,888.00
\$25,920.00
\$125,808.00

\$1,824.00
\$4,494.00
\$6,318.00

\$6,204.00
\$6,392.00

\$12,596.00

\$8,187.00

\$9,847.00

\$18,034.00

\$2,290.00

\$2,290.00

\$502,069.00

\$125,517.00

\$627,586.00

\$22,000

\$75,517

\$28,000

\$125,517

Exhibit C

Volunteers of America Bright Stars Head Start 2018-2019 School Calendar

July/Julio						
S	M	T	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/Agosto						
S	M	T	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/Septiembre						
S	M	T	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
23/30	24	25	26	27	28	29

October/Octubre						
S	M	T	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

November/Noviembre						
S	M	T	W	Th	F	S
28	29	30	31			
				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/Diciembre						
S	M	T	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/Enero						
S	M	T	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/Febrero						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16

March/Marzo						
S	M	T	W	Th	F	S
17	18	19	20	21	22	23
24	25	26	27	28		
					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/Abril						
S	M	T	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/Mayo						
S	M	T	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/Junio						
S	M	T	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 Closure Information:	
	All students in attendance
	Center Closed; No Students or teachers in attendance.
	Head Start CLOSED Child Care OPEN
	Professional Development Day (PDD) No Student Attendance All staff in attendance
	First day of school for Students Only
	Last day of school for Head Start

August 1-10 Teacher Pre Service
 August 13-17 Home Visits & Orientations
 August 20 First Day of School with Parents
 August 21 First Day without Parents

September 3rd Labor Day CENTER CLOSED

November 19-21 Head Start Closed
 Child Care open/PDD
 November 22-23: Thanksgiving- CENTER CLOSED

December 24 -25: Christmas - CENTER CLOSED
 December 26-31 Head Start Closed/Childcare OPEN

January 1: New Years Day: CENTER CLOSED
 January 2-4: Head Start Closed/Childcare OPEN
 January 21: Head Start Closed/Childcare OPEN

February 18: Head Start Closed/Childcare Open

March 25-29: Head Start Closed/ Childcare OPEN
 March 29: Observation of Cesar Chavez Day

May 27: Closed Memorial Day
 May 30: Last day of School
 May 31: Celebration of Learning, Center Closed

June 24-28: No Students in attendance;
 CHILD CARE CLOSED

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

	Report Name and Description	Due Date	Who it goes to at the Delegate Agency	Who its turned into at Grantee Office
Enrollment and Attendance	<p><u>Enrollment and Attendance Report:</u> 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</p> <p><u>Head Start Monthly Enrollment Roster:</u> -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>	Family Service Coordinator	Family Service Director

Financial	<p><u>Variance Report;</u> 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.</p>	Last business day of each month for the previous month		Senior Financial Officer
	<p><u>USDA Reimbursement Report;</u> Report of reimbursement from USDA for Head Start Children only.</p>	Last Business day of October, January, April and July		
	<p><u>USDA / CACFP Compliance Review Report</u></p>	Within 30 days of receipt		
	<p><u>Administrative and Development Costs;</u> Report by category of all administrative and development costs.</p>	Last Business day of October, January, April and July		
	<p><u>Program Budget PY 21;</u> HSES upload of Program Year 21 budget.</p>	February 9, 2019		
	<p><u>Single Audit Report;</u> Single Audit Report including management letter and corrective actions if applicable</p>	Within four months of end of the prior fiscal budget period		
	<p><u>Inventory Report with Certification of Physical Inventory;</u> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.</p>	July 31, 2019		
	<p><u>Certificate of Insurance;</u> Accord Insurance form designating appropriate insurance coverage.</p>	May 30, 2019		

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

	Budget Projection; Month by month spending forecast by designated categories.	Last business day of each month for the previous month		
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Grantor Admin Reports for Delegate Agencies	Monitoring Reports/Plans; Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing		
	Policy Council Minutes; Approved Policy Council minutes in English and Spanish	Last business day of month following meeting	Office Manager sends to Delegate Directors	

Education	Child Assessments; 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.	October 31 February 22 June 28	Can access in TSG-DGKHS access through State	
	CLASS Scores; All classrooms	December 15 May 15	Education Directors	School Readiness Director

Delegate Admin Reports for Grantee	Self-Assessment; Self-Assessment Plan, findings, analysis and action plans	January 31	Delegate Director	Executive Director and Office Manager
	Program Information Report (PIR); Draft of Annual ACF Report	August 15	Delegate Director	Executive Director and Office Manager
	Mid-Year PIR	January 15 April 15	Delegate Director	Executive Director And Office Manager
	Policy Council Delegate Report; 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	Family Service Director and Office Manager
	Policy Committee/Council Members Rosters; Policy Committee/Council rosters and appointments to DGKHS Policy Council.	October 30 and When positions are replaced	Delegate Director	Family Services Director and Office Manager
	Policy Committee Minutes; Approved Policy Committee monthly minutes.	Last business day of the month following meeting	Delegate Director	Delegate Agency Liaison Catholic Charities: Chris Clayton: Lori DPS: Liane Family Star: Chris MHEL: Adella Sewall: Liane VOA: Adella
	Delegate Grant Application; For funding purposes	January 30	Delegate Director	Executive Director and Office Manager

Exhibit D
 Denver Great Kids Head Start
 Program Year 22 Report

	Personnel; 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	Executive Director and Office Manager
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Family Services	Report content TBD			
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2017

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Insurance Services of Colorado 350 Indiana Street, Suite 750 Golden CO 80401		CONTACT NAME: Brenda Crozier PHONE (A/C, No. Ext): (303) 534-2133 E-MAIL ADDRESS: bcrozier@isuinsurance.com FAX (A/C, No): (303) 892-5579																						
INSURED Volunteers of America Colorado Branch 2660 Larimer St Denver CO 80205		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Insurance</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>Pinnacol Assurance Co</td> <td>41190</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance	18058	INSURER B:	Pinnacol Assurance Co	41190	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES CERTIFICATE NUMBER:17-18 LIAB REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation: \$1,000,000 Aggregate GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK1675248	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1675248	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB590117	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	55212	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			PHPK1675248	7/1/2017	7/1/2018	Each Incident Limit \$1,000,000 Annual Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Denver Great Kids Head Start; Policy PHPK1516902 includes Sexual or Physical Abuse or Molestation Vicarious Liability Coverage - Each Abusive Conduct Limit \$1,000,000; Aggregate Limit \$1,000,000.

CERTIFICATE HOLDER

City and County of Denver
Office of Children's Affairs/Denver Great
Atten: Dr. Al Martinez
201 W. Colfax, Department 1101
Denver, CO 80202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Brenda Crozier/CL1 *Brenda Crozier*



ISU Insurance Services of Colorado, Inc.

Continuous Since 1982
Independently Owned and Operated

350 Indiana Street, Suite 750
Golden, CO 80401
303.534.2133 800.234.4478
303.892.5579 Fax

March 5, 2018

Shannon Dyer
City and County of Denver
Office of Children's Affairs
Denver, CO 80202

RE: Package
Policy #: PHPK1675248
Policy Term: 7/1/2017 to 7/1/2018

Dear Shannon:

It is our intention, and the intention of Philadelphia Indemnity Insurance Company, to renew the Package Policy PHPK1675248 prior to or on July 1, 2018.

Regards,

A handwritten signature in blue ink that reads 'Brenda Crozier'.

Brenda Crozier, CIC, AINS
Sr. Account Manager



Exhibit F

Site Location:

Volunteers of America Early Childhood Education Center, Head Start program is located at 321 S. Yates St. Denver Co 80219.

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.*

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

If there is insufficient data available in the Denver metropolitan area to determine the rate of pay and the overtime and other benefits or should comparable classes of work not be performed within the Denver metropolitan area for each class of work covered by this section and not covered by the Davis-Bacon Act, the career service board shall refer to the Service Contract Labor Act of 1965, as amended (41 U.S.C. § 351 et seq.) to determine the rate of pay and the overtime and other benefits.

- (4) The office of human resources shall issue clarifications or interpretations of the prevailing wage, and shall provide the auditor any issued clarification or interpretation. If the auditor does not advise the executive director of human resources in writing that it disagrees with any issued clarification or interpretation within thirty (30) days, the clarification/interpretation shall be final. If the auditor advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human

resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

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

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

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

prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

- (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.
 - (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).
 - (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).
- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
- (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
 - (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
 - (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the

proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.

- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.
- (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

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