

**AGREEMENT for Head Start Services for Program Year 2016-2017**

# 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 **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER**, a Colorado not-for-profit corporation, whose address is 4045 Pecos Street, Denver, Colorado 80211 (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, a division of the United States Department of Health and Human Services.

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

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

**D.** “Denver’s Head Start Program” means a program or programs of the City and County of Denver that deliver Head Start services to certain children and their families living in Targeted Areas of 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 Federal Government through 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.** “Service Area” means the specific geographic areas within the City and County of Denver designated by the City as an area to be served under Denver’s Head Start Program by a Delegate Agency.

**J.** “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 program.

**K.** “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.

**L.** “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.

**M.** “Targeted Areas” means the specific geographic areas within the City and County of Denver designated by ACF as areas to be served under Denver’s Head Start Program.

**N.** “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 Paragraphs 1 through 43, 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 2016-2017.

**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 paragraphs 1 through 43 hereof 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, 2016, and will expire on June 30, 2017 (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 of the Agreement 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 on 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 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 Equipment and Controlled Assets, as such terms are defined below in paragraph 22.B, of this Agreement, 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. If the Contractor determines it is in the best interests of children and families of children enrolled in the City's Head Start programs to change any service area assigned to the Contractor or the hours of operation from the hours stated in Exhibit C, it will, in writing, notify the Director and request the Director's approval of, the proposed new location or hours of operation and the reasons why the location or hours of operation should be changed (as appropriate). The Contractor's notice of proposed change will be delivered to the Director at least thirty (30) calendar days prior to the date the requested change is to be effective. Contractor will not deviate from its assigned service area or change any hours of operation until the City has approved in advance Contractor's notice of proposed change from assigned service area or hours 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 paragraph 21 below.

**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. Contractor will comply with all requirements stated in 45 C.F.R. 1304.23 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 may, however, to the extent permitted by 45 C.F.R. 1305.7(b), elect not to fill a vacancy when sixty (60) calendar days or fewer remain in the program’s enrollment year (July 1-June 30). 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.

## **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/Budget modifications.**

(1) 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.

(2) The Contractor will abide by applicable City Law and Federal regulations at 45 CFR Parts 74.25 and 92.30 concerning any permitted modifications to Exhibit B, including any programmatic changes described therein prior to making such a change; provided, however, that no modification to Exhibit B will increase the Maximum Contract Amount. Any proposed modification of more than ten percent of the amounts listed on the line item categories listed on Exhibit B will not take effect unless and until it is approved in writing by both parties' authorized representatives, approved as to form by the City Attorney's office, and filed by the Head Start Office with the Denver Clerk and Recorder. Any such modification will contain the date upon which the modified budget will take effect and the City's Contract Control number stated on the signature page of this Agreement. Any modifications to Exhibit B that requires an increase to the Maximum Contract Amount will be memorialized in writing by revising and restating said exhibit and approved by the parties by a written Amendatory Agreement or new Agreement prepared and executed by both parties in the same manner as this Agreement.

**D. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Five Hundred Ten Thousand Eight Hundred Two Dollars and Zero Cents (\$1,510,802.00)** (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 provide its proportionate share of non-federal funds through cash or in-kind, fairly evaluated, contributions. The phrase “fairly evaluated” referenced in the preceding sentence will be interpreted in accordance with 45 C.F.R. Part 74.23 and/or 45 C.F.R. Part 92.24 as well as any other applicable federal regulations pertaining to match and cost sharing requirements for the Head Start program. Contractor’s contribution under this Agreement will be **Three Hundred Seventy Seven Thousand Seven Hundred Dollars and Fifty Cents (\$377,700.50)** 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 nonfederal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City 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. 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.

**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, a 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, invoices paid by the Contractor that equals or exceeds 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 2016-2017, HHS may issue only a partial financial award for program costs for Program Year 2016-2017. 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.

**I. Updated Program Conditions:** Contractor acknowledges that ACF has issued a Notice of Proposed Rulemaking (NPRM) on June 19, 2015, proposing changes to current Head Start program requirements. See, 80 Federal Register 35502. If the NPRM is adopted by ACF by final rule published in the Federal Register or if other requirements are lawfully imposed on the Head Start Program by the federal government or the City by law, executive order, rules and regulations, or written policy instrument, the Contractor shall comply with all such updated or additional requirements. If the Contractor is unable or unwilling to comply with an updated or additional requirement 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 20.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.

## **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, 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. 1305.8, 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 paragraph 7.E 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 paragraph 22.B 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, of all Equipment and Controlled Assets purchased under this Agreement. 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 paragraph 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 hardcopy 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, codified at 31 U.S.C. §7501, *et seq.*, (Law. Coop Supp. 1997), as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

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

Agreement constitutes a waiver of any other breach.

#### **14. INSURANCE:**

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

**B.** If the Contractor is not a “public entity” then, the following general conditions apply:

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

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

of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

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

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

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

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

(9) **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability,

the policies must provide the following:

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

(b) For claims-made coverage:

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

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

(d) For all general liability, the policy must not contain an exclusion for sexual abuse or molestation, unless a separate policy covering this risk is provided and accepted by the City.

**(10) Bond.** If required by applicable federal law, 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 for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the negligence or



willful misconduct of City.

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

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

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

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

**16. 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. DEFICIENCIES/NONCOMPLIANCE:**

**A. Deficiencies.** The City has the right at all times to determine, in its sole discretion, that Contractor has one or more deficiencies ("Deficiencies"), as such term is defined at 45 C.F.R. Section 1304.3(a)(6) and as such section may be amended from time to time. If the Director finds that the Contractor has Deficiencies, the Director will notify the Contractor in writing of such findings of Deficiencies ("Notice of Findings of Deficiencies"). The Notice of Findings will identify the Deficiencies to be corrected and will state that the Contractor is to correct the Deficiencies immediately or must instead develop a Quality Improvement Plan (the "Quality Improvement Plan") to correct the Deficiencies.

**B. Quality Improvement Plan to Correct Deficiencies.** Upon receipt of the Notice of Findings of Deficiencies, the Contractor will correct all identified Deficiencies either immediately or pursuant to a Quality Improvement Plan. If the Contractor is to correct all identified Deficiencies immediately, the Contractor will verify in writing to the Director, no later than ten (10) calendar days from the date of actual completion of corrective action that Contractor corrected the Deficiencies and will state the measures taken to correct the Deficiencies.

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 Findings of Deficiencies, a Quality Improvement Plan that identifies all appropriate actions that 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 why it so disapproved of the Quality Improvement Plan. If the Quality Improvement Plan is disapproved, the Contractor must submit 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.

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.

**C. Findings of Noncompliance.** The City further reserves the right at all times to determine, in its sole discretion, that the Contractor is not in compliance with any provisions of this Agreement which noncompliance does not constitute a deficiency, as such term is defined by the federal government for Head Start purposes, at 45 C.F.R. 1304.3(a)(6). If the Director finds that the Contractor is not in compliance with any provisions of this Agreement, the Director will notify the Contractor in writing of such findings of noncompliance ("Notice of Findings of Noncompliance"). The Notice of Findings will identify the areas of noncompliance to be corrected and will state the date upon which the Contractor is to correct the areas of noncompliance. If the Contractor is unable or unwilling to correct the specified areas of noncompliance within the time period designated by the City, then the City will issue a Notice of Findings of Deficiency which must be corrected, either immediately or pursuant to a Quality Improvement Plan in accordance with the procedures set forth in subparagraphs (a) and (b) of this paragraph 18.

**19. REMEDIES:** If the Contractor does not timely correct an identified deficiency within the specified timeframe, then the City may impose any or all of the following remedial actions, in addition to any and all other remedial actions authorized by law:

**A.** Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed;

**B.** 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;

**C.** Suspend or terminate this Agreement, or any portion or portions thereof, upon thirty (30) calendar prior written notice to Contractor;

**D.** 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;

**E.** 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;

**F.** 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;

**G.** Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or

**H.** 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.

## **20. OTHER GROUNDS FOR TERMINATION:**

### **A. By the City.**

1. The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which default has not been cured within the 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 or 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, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal

agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

**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 paragraph 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.

## **21. PROCUREMENT:**

**A. Services and Supplies.** 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 services consistent with the "Procurement Standards" contained in 45 C.F.R. §§74.40 -74.48 or 45 C.F.R. §92.36 (whichever is applicable to the Contractor) and consistent with the

requirements contained in this Section 21... "Services" means contractual services subject to formal and informal competition but which are not in their nature unique or which do not require a level of skill, training or expertise. Services for purposes of this Agreement do not include Head Start professional services or other professional services. "Supplies" means all tangible personal property other than Equipment as defined below. All procurement decisions for goods, services and supplies made by Contractor and its Subdelegates and any Vendor will be consistent with applicable federal, state, and City laws, statutes, executive orders and regulations. Contractor will further submit a copy of a list of the supplies to the City's Head Start Director upon the expiration of this Agreement or, if this Agreement is terminated sooner, then such list will be submitted to the Director within thirty (30) calendar days of the date of termination. Upon the expiration or earlier termination of this Agreement, all remaining Supplies will be returned to the City or disposed of, as the City will direct.

**B. Equipment and Controlled Assets.** "Equipment" means tangible personal property having a useful life of more than one year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit. "Controlled Assets" means tangible personal property having an acquisition cost of no less than Five Hundred Dollars (\$500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$4,999.99) and tangible personal property that fall in the following categories: computers, laptops, scanners, facsimile machines, copiers, printers, video cameras, digital cameras, and capital leases with a present value of no less than Two Thousand, Five Hundred Dollars (\$2,500.00) and no more than Four Thousand, Nine Hundred Ninety-Nine Dollars and Ninety Nine-Cents (\$4,999.99).

Ownership of all Equipment and Controlled Assets purchased with funds paid under this Agreement by Contractor or Subdelegates or, any Vendor, if such Vendor is designated by the Director in writing, will be in the City and County of Denver. The Contractor will not dispose of any Equipment or Controlled Assets without the prior written approval of the City.

The preceding sentences will not be construed to preclude normal or routine use and consumption of goods and supplies purchased by Contractor or Subdelegates or Vendors, if appropriate, in the provision of Head Start services under this Agreement. Upon the expiration or earlier termination of this Agreement, all Equipment and Controlled Assets purchased with funds under this Agreement will be returned to the City or disposed of, as the City shall direct. 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 Equipment and Controlled Assets purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all Equipment and Controlled Assets 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 list for all Equipment and Controlled Assets purchased with funds provided under this Agreement.

**C. Real Property.** Contractor will not use Head Start funds to purchase or otherwise acquire title to real property without the prior written consent of the City. Any

proposed transaction to acquire title to real property will be made in conformance with applicable federal laws and any and all requirements as may be designated by the City.

**22. SUBJECT TO ACF APPROVAL:** This Agreement is subject to the approval of the responsible HHS official in accordance with the provisions of the CFR.

**23. 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 comply with the provision of 45 C.F.R. Part 1304.53, as may be amended from time to time, which requires all Head Start facilities and locations to be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with ACF Program Instruction #ACYF-PI-HS-95-04, as may be amended from time to time, and any and all policies of the City concerning the use or sale of tobacco in Head Start or City facilities, may be amended from time to time. No class will be operated in a facility that does not comply with 45 C.F.R. 1304.53, ACF Program Instruction #ACYF-PI-HS-95-04, or any applicable 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.

**24. 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 codified at 42 U.S.C. 9801, *et seq.*;
- B. 45 CFR Part 1301 through 1311, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C. All information memoranda, program guidance, instructions or other written documentation issued by the federal government concerning the operation of Head Start programs or the expenditure of federal funds;
- D. 45 CFR Part 16, 74, 75, 80, 87, and 92;
- E. 2 CFR Part 25.110;
- 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. For the full text of the Grant Award terms and conditions, go to <http://acf.hhs.gov/grants/discretionary-competitive-grants>.
- G. Section 106(g) of the Victims Protection Act of 2000, as amended, 22 U.S.C. 7104);



**H.** The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;

**I.** 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;

**J.** "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;

**K.** U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. By its signature below, the Contractor assures and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. The Contractor will provide immediate written notice to the Director if at any time it learns that its certification under this subparagraph 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 subparagraph, the Contractor will provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if Contractor is unable to certify to any of the statements in the certification contained in this subparagraph, 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 Contractor.

Contractor will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" as such clause is set forth at 2 C.F.R. Part 180, 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 Order 12549 and its implementing

regulations;

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;

**L.** City and County of Denver policy concerning nondiscrimination in employment. 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 variance, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

**M.** 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.*;

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

**O.** All policies and procedures set forth in the City and County of Denver, Denver Head Start Office, Policy Manual;

**P.** Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, and the Age Discrimination Act of 1975; and

**Q.** 40 U.S.C. Section 276a-a(7) (2000), the Davis-Bacon Act 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**.

**R.** 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;

**S.** The Federal Funding Accountability and Transparency Act of 2006, FFATA, and implementing rules and regulations.

**T.** No Employment of Illegal Aliens to Perform Work Under the

Agreement:

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.

**25. 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.

**26. 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.

**27. 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.

**28. DISPUTE RESOLUTION:** Disputes, except disputes involving termination of this Agreement, concerning a question of fact arising under this Agreement which cannot be resolved by the representatives designated by the Director and the Contractor will be resolved by administrative hearings 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. Disputes concerning a decision by the City to terminate this Agreement will be resolved by the procedure established by 45 CFR 1303.20, as may be amended from time to time. Pending final resolution of a dispute not involving termination, the Contractor will proceed diligently with the performance of its obligations under this Agreement and in accordance with the decision of the Director's designated representative.

**29. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

**30. 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. (2014), 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.

### **31. 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, devices, 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.

**32. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**33. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the

Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

**34. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**35. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**36. TIME IS OF THE ESSENCE:** The parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

**37. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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

**39. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**40. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

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

**42. LAWSUITS:** The Contractor will notify the City in writing within seven (7) calendar days of the date upon which any legal action or proceeding connected with or related to this Agreement is initiated by or brought against Contractor.



**43. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

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

**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 2016-2017.
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-201626971-00

**Contractor Name:** CATHOLIC CHARITIES AND COMMUNITY SERVICE

By: 

Name: Laurence Smith  
(please print)

Title: President and CEO Catholic Charities Archdiocese of Denver  
(please print)

**ATTEST: [if required]**

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

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

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



**2016- 2017 Catholic Charities Denver Great Kids Head Start Application**

<b>Delegate Name</b>	Catholic Charities of the Archdiocese of Denver
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<p><b>Section I: Program Design and Approach to Service Delivery</b></p>
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**Subsection A: Long Range Goals, Objectives and Program Impacts**

**1. No updates or changes have occurred to the long range goals and objectives for this continuation grant application.**

**Goal #1:** All Denver Great Kids Head Start (DGKHS) children will receive **high-quality education** that ensures they are ready to succeed in school.

<b>OBJECTIVE</b>	<b>STRATEGIES</b>	<b>MEASURES</b>
<p>All DGKHS students will meet or exceed widely held expectations.</p> <p>This includes the goals of the School Readiness Plan that includes outcomes for social-emotional development, approaches to learning, physical development and health, language and literacy attainment, and cognitive and general knowledge skills.</p>	<p>Staff will use Teaching Strategies GOLD (TS GOLD) data to guide program design and continuous improvement.</p> <p>The School Readiness Leadership Committee will be implemented to evaluate program performance and ongoing improvements.</p> <p>Ongoing, targeted training for teaching staff and family service workers will be continued to increase School Readiness skills and enhance child outcomes.</p>	<p>TS GOLD Reports: All Domains</p> <p>Sign-In sheets and meeting notes.</p> <p>Sign-In Sheets, Evaluations</p>

**Updates:**

Catholic Charities continues to place a high focus on our high-quality educational experiences for the children and families enrolled in our program to ensure School Readiness. Assessment Outcomes from our Teaching Strategies GOLD data from fall 2014 to spring 2015 show an increase the number of children meeting or exceeding widely held expectations in all seven domains (Physical Fine Motor, Physical Gross Motor, Cognitive, Social-Emotional, Language, Literacy, and Mathematics). This demonstrates that we are meeting our program goals for School Readiness.

Catholic Charities Early Childhood Education (ECE) Programs work with the new Colorado Shines Quality Initiatives Program to monitor program quality through licensing, Classroom Assessment Scoring System (CLASS) observations, and participation in the Quality Rating System. All six of our sites have been entered into the Colorado Shines system and our staff is working to complete the Professional Development Information System (PDIS) requirements.

Licensing visits were conducted at all six of our ECE Programs, the findings were benign, and the necessary actions were completed and documented within the week. The response was written, sent, and filed before deadline.

CLASS Observation results for Kentucky came in for 2015. The general score for the Emotional Support Domain was 6.56, the score for the

Classroom Organization Domain was 5.75, and the score for the Instructional Support Domain was 2.16.

Catholic Charities continues to invest in ongoing staff development to increase our teachers' knowledge and skills; these skills for the foundation for building a high-quality education program and maintaining high-quality environments which, in turn, increase School Readiness in children. All Head Start teacher have completed inter-rater reliability in TS GOLD to insure accurate assessment data. Targeted training was provided in August, September, October, and January. Topics included TS GOLD, the Creative Curriculum, Math, Literacy , Pyramid Plus, high-quality environments, I Am Moving I Am Learning, Culture of Wellness, Positive Behavior Modification and Classroom Management, Child Abuse and Neglect, Head Start Monitoring, CLASS, and others as identified by our Training and Technical Assistance Plan. Materials and supplies that support targeted topics were purchased to allow for implementation of the curricula in the classrooms.

The ECE Director of Large Sites attended the Region VIII Head Start conference and participated in School Readiness sessions to work with staff in our programs.

Newsletters for families included articles for families on School Readiness including "Staying School Ready" during the summer months.

We continue to assist staff in screening and referring children through training on the new Referral for Observation (RFO) process to support children with suspected delays; this was completed in September 2015.

Head Start Teachers have used the class profile reports from TS GOLD to determine individual and class areas of strength and areas for growth toward School Readiness.

The School Readiness Committee merged with the Dual Language Learners Committee in August 2015 and continues to focus on transitions and family engagement.

Catholic Charities now has eight staff members participating in targeted math training hosted by Denver Great Kids Head Start to better support children’s mathematical skills. The training is provided by the Erikson Institute. Catholic Charities has staff participating in both Level One and Level Two. Teams consisting of a teaching staff and educational support staff from each of our sites are attending this training. Staff members who are participating in the Erikson Institute are providing Math Minutes training at each all staff training event. Materials and supplies that support math in the classroom are purchased, and modeled to support implementation in the classrooms.

<b>OBJECTIVE</b>	<b>STRATEGIES</b>	<b>MEASURES</b>
70% of teachers at each agency will hold a bachelor’s degree (BA) or more advanced degree, and 100% of teachers’	The program will conduct wage analysis for ECE staff positions and review job descriptions to maintain competitive	Teachers and assistant teacher credentials Sign-In/Notes from Pay Scale



<p>assistants meet or exceed credentialing requirements.</p>	<p>salaries, increase retention, and improve recruitment.</p> <p>The program will provide support and opportunities both in-house and through local community colleges and universities for ECE staff to obtain their Child Development Associate (CDA), Associate of Arts (AA), or BA degrees.</p>	<p>Qualification Meeting</p> <p>Tracking form for Coursework payments.</p> <p>Documentation in Professional Development binder</p>
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**Updates:**

Catholic Charities continues to place a high priority on recruiting and retaining high-quality teaching staff to support the children and families in our program. We work to identify ways to support our staff in identifying and reaching their professional developmental goals. During this program year we have continued to implement the following strategies to reach this goal.

Catholic Charities identified and implemented a plan to significantly increase the pay rate for teachers with a BA in ECE or with an unrelated BA plus 24 credits. This policy was adopted for new hires beginning in October and for all current staff in November.

Catholic Charities offers stipends for teaching staff who complete coursework toward their associate's or bachelor's degree. During the fall 2015 semester, 14 staff members completed at least one course. As a retention tool, Catholic Charities offers a stipend to all teachers with a

bachelor's degree who begin and complete the program year with us. During the 2014-2015 year, six teachers were awarded this stipend. Additionally, we are offering a signing bonus for new teacher who have obtained bachelor's degrees on the completion of their first 90 days of work. Catholic Charities works with staff to provide opportunities for them to remain qualified for their positions. Five teaching staff members attended Pyramid Plus training this fall toward their Head Start teacher assistant (HS TA) qualifications. Fourteen teaching staff members have begun participating in Preschool CDA training offered at our Pecos office (in collaboration with Denver Great Kids Head Start), which will support them becoming qualified to remain or become HS Teacher Assistants.

Catholic Charities Mid-Year Program Information Report (PIR) reports that 11 of our 14 Head Start teachers have a BA or higher, which is equal to 79%, exceeding the target of 70%.

During the fall and winter semesters for 2015-2016, Catholic Charities paid tuition fees, and books, for 15 staff members to take 15 classes for a total cost of \$9,132.08. This amount is in addition to the amount allocated for staff to attend conferences. Ongoing education is a top priority for Catholic Charities, and these initiatives demonstrate not only the value that our organization places on professional development, but also our dedication to improvements in the effectiveness of our workforce in order to provide the best care to children and families

OBJECTIVE	STRATEGIES	MEASURES
The program will enable students and families to make effective transitions from Head Start to kindergarten.	School Readiness Leadership Committee will be implemented.	Pre- and post-program parent surveys for parents of children with IEPs  Percent IEP Transition Packets  Catholic Charities Transition Plan

**Updates:**

Catholic Charities Head Start places a continuing focus on transitions for our children and families into kindergarten. We imbed this discussion and planning into all aspects of our programing to ensure integration and knowledge of this important goal for our families and staff.

Catholic Charities Education specialists have been working with our Head Start Teaching staff to create effective classrooms, thereby increasing School Readiness. There has been a renewed focus on the children’s socialization skills, such as building relationships, solving problems, and making friends. Developing these skills assists in re-enforcing our classroom rules and in building cooperative classroom communities. We are using the CLASS model to build positive social interactions between teachers and children.

Beyond working on our children’s social skills, each of our classroom teachers individualize in developmentally appropriate ways to foster each child’s literacy and language skills, including name and letter recognition.

Catholic Charities Early Childhood Education Programs each hosted a parent meeting in the late Fall, inviting elementary school representatives from the area to present information to parents about their kindergarten programs. Also, Catholic Charities staff attended and invited parents to attend the Open Enrollment Information meetings with Denver Public Schools to assist families with children preparing to enter kindergarten in the fall in obtaining necessary information.

Informal feedback has been obtained from both staff and from parents of children with IEPs, and in response to this feedback, Catholic Charities has created a short survey for transitioning families that will be implemented in January 2016.

Family meetings were held for parents of all children referred for IEPs to explain the process and gather information on strengths and needs. More than 90% of transitioning children with IEPs were provided with transition packets which were reviewed with families by staff.

Catholic Charities continues to send staff and parents to the Parents Encouraging Parents (PEP) conference, which is a valuable family resource which provides support, information, and advocacy skills to parents to help them better support their children with IEPs.

**Expected Outcomes:**

Catholic Charities utilizes a variety of strategies to promote School Readiness for the children in our programs. We know that a strong

research-based curriculum and assessment system that encompasses all areas of development (including social-emotional development and language and literacy) prepares children for success in school. Having a highly-qualified staff has been identified as a key factor in providing effective, high-quality, and developmentally appropriate early childhood programming.

At Catholic Charities, we believe that transition plans are an integral part of our program. Evidence shows that the relationship between transition practices and achievement is moderated by Social Economic Status. “As hypothesized, the effect of transition practices on academic achievement was stronger for children from average- or low-income families than for children from more affluent backgrounds. High-income children were more likely to demonstrate high academic achievement in kindergarten regardless of the transition practices offered at their school. In contrast, the predicted achievement scores of average- and low-income children receiving transition practices were substantially higher than they would have been had they attended schools that did not offer such practices.”

([Schulting](#), [Malone](#), & [Dodge](#), 2005, p. 82).

#### References

[Schulting](#), A.B., [Malone](#), P.S., & [Dodge](#), K.A. (2005). The effect of school-based kindergarten transition policies and practices on child academic outcomes. *Developmental Psychology*, 41(6), 80–71.

**Goal #2:** All Head Start children will receive **high-quality health, mental health, and nutrition services** that ensure they are healthy and ready to succeed in school.

OBJECTIVE	STRATEGIES	MEASURES
<p>Families will know the health status of their children.</p>	<p>The staff will participate in Culture of Wellness Program (COWP).</p> <p>The program will participate in the Integrated Nutrition Education Program.</p> <p>Catholic Charities will provide information and resources to all families with children who are low/high Body Mass Index (BMI).</p> <p>I Am Moving I Am Learning Curriculum will be implemented in the classrooms.</p> <p>The staff will receive training on the ECE CARES program.</p> <p>The Second Step program will be implemented.</p> <p>Staff will continue to implement the Pyramid Plus Framework.</p>	<p>Overweight and Obesity rates</p> <p>Percent of children enrolled in health insurance and have a medical home</p> <p>Percent of children who have received health screening</p> <p>Immunization Rates</p> <p>Percent of children who receive appropriate follow up care</p> <p>COWP reports</p> <p>Family correspondence/contact notes</p> <p>Education Quarterly Checklists</p> <p>Sign-In sheets, Evaluations</p>

**Updates:**

Catholic Charities is continuing to work with the Culture of Wellness Program (COWP) to increase staff and families’ knowledge about their children’s health. The health team and Family Service Workers (FSWs) have been working with multiple families with children with low BMIs to obtain

special diet statements from Primary Care Physicians and implementing them in the Head Start classrooms.

Currently, 26% of enrolled children fall into the overweight or obese categories, and 100% of them have received follow-up information.

According to our Mid-Year Program Information Report, 96.9% of the children enrolled in our program have health care insurance, 91.6 % of the children enrolled are up to date on medical care, and 92.5% of the children enrolled have received a health screening. Hearing and vision screenings were conducted at all sites during September, with results going home to families for information and follow-up. We continue to conduct screenings as new children enter the program.

The Education Specialists have been working with the Head Start teachers to implement ECE CARES, followed up with an in-depth training during the October Staff Training.

Culture of Wellness has presented at Catholic Charities parent meetings; in November they provided information on healthy eating habits and staying fit with your kids at our Child Development Center site.

COWP provided training for our Head Start staff at our third Friday training in October. Catholic Charities continues to implement all eight program components of COWP this year.

Catholic Charities continues to provide staff with Pyramid Plus training in multiple formats, and during fall 2015 a series of Saturday modules were provided, which five of our staff attended.

Integrated Nutrition Education Program (INEP) lessons are delivered on a biweekly basis to all Head Start Classrooms providing nutrition lessons complete with food, book and materials. These are implemented in all classrooms at all sites.

I Am Moving I Am Learning (IMIL) activities are scheduled weekly in each Head Start classroom, which is reflected in the lesson plan. Ongoing training for both teachers and parents has been provided along with supplemental materials and supplies to implement the program in the classrooms and at home. Training on this topic was provided during our October Staff Training.

OBJECTIVE	STRATEGIES	MEASURES
Families are connected with services and providers.	During the enrollment process, and through ongoing work with families, Catholic Charities Family Service Workers (FSWs) determine the families' needs around health, mental health, and nutrition. They will assist the families in locating resources to meet their needs.	Family correspondence/Contact Notes  Enrollment forms: Strengths and Needs Assessment Health History Nutrition Assessment  Database documentation

**Updates:**



Catholic Charities Head Start programs work as a team with the Site Supervisors, Teachers, Family Service Workers, Health Specialists, Nurse and the Health Director, and Disabilities Director and others to ensure compliance and meet the needs of our children and families.

The health staff consistently provides the Director of Disabilities and Mental Health information on all children with behavior or developmental problems noted at enrollment. Our Head Start staff consistently follows protocol for children who have or have had an IEP or IFSP.

Mental Health, Disabilities, Education Meet and Greets were held at all of our sites between October and January. These informal opportunities allow for families to meet and network with key staff and each other, as well as receive information on services provided and relevant topics such as transitions, literacy, and how to emotionally support your children during drop-off and pick-up times. Mental Health Specialists also provided families with information on making the holidays less stressful.

Catholic Charities FSW staff work to provide a variety of resources for our families, such as referrals to our EHS Prenatal programs, and other program options such as Combo Option or part-day programming to meet identified needs.

Culture of Wellness workshop series are being arranged and offered for families who have expressed interest in nutritional education. In addition, we have revised our nutrition assessment form to parallel the Culture of

Wellness Program focus areas. 100% of families complete these forms at enrollment.

Catholic Charities staff, including our Bilingual Pregnancy Support Counselor and ECE Director Large Sites and Home-Based Programs, attended Abriendo Puertas training during the month of November, which provided a new tool for assisting families in connecting with services and providers.

Catholic Charities works in a collaborative relationship with Samaritan House and Father Ed Judy House homeless shelters, as well as other homeless programs in Denver to provide services to families who are in immediate need. Resources such as food, housing, and child care have been provided to families in our program.

Parent Acknowledgement forms are secured to support individual children and provide Mental Health support.

<b>OBJECTIVE</b>	<b>STRATEGIES</b>	<b>MEASURES</b>
All children will have a medical home.	During the enrollment process, Catholic Charities Family Service Workers (FSWs) determine whether families have a medical home. If not, then health/Family Service staff provides assistance in finding a medical home.	Number of children with medical home in the health database

**Updates:**

The Catholic Charities ECE staff works with families to secure a medical home and, as of December 2015, 97% of children in our program had a medical home, according to our data tracking system. The other 3% are currently being supported in securing a medical home or have left our program prior to establishing a medical home

OBJECTIVE	STRATEGIES	MEASURES
Children identified with needs for special health, mental health or nutrition services will receive assessments and connection to services.	Catholic Charities collaborates with the contracted Denver Health nurse to monitor the assessment process for all Head Start Children to ensure timely referrals and diagnosis.	Health Report Tracking Sheet

**Updates:**

Denver Health has completed all Health Reports for children being evaluated for an IEP.

The Catholic Charities health team revised our Nutrition Assessment form to parallel COWP focus areas. This is completed at enrollment. 100% of children are receiving follow-up care as needed for identified medical conditions.

Currently, 37 children enrolled in our program are designated as having a chronic condition, for which they receive treatment. Currently, 100% of these children are receiving the care needed.

Catholic Charities program staff continues to refer children from Early Head Start and Head Start programs for mental health services.

OBJECTIVE	STRATEGIES	MEASURES
Children and parents will have the skills and knowledge to increase physical activity and practice healthy nutritional habits.	The I Am Moving I Am Learning Curriculum will be implemented, ECE CARES, Second Step, and Pyramid Plus Programs will continue to be implemented.	Percent of children who receive appropriate follow-up care  COWP reports

**Update:**

Catholic Charities Head Start implements the I Am Moving I Am Learning (IMIL) strategies in partnership with the Culture of Wellness Program to ensure children and parents have the skills and knowledge they need to practice a healthy lifestyle.

IMIL and COWP information and classroom activities are provided to all Head Start classrooms with materials for implementation. Classrooms are completing these activities as reflected in the weekly lesson plans.

HS staff received ECE CARES training to assist in creating and maintaining healthy classrooms. This training is being supported by the Education Specialist with ongoing technical assistance.

Our staff participates in Pyramid Plus training and utilizes the resource notebooks in the classrooms.

To increase opportunities for our families, the Catholic Charities Bilingual Pregnancy Support Counselor and ECE Director Large Sites and Home Based Programs, attended Abriendo Puertas training which, in part, will help us work with families to better support healthy nutritional habits.

Catholic Charities works with Cooking Matters to host six-week courses to teach healthy cooking skills on a budget for parents.

OBJECTIVE	STRATEGIES	MEASURES
All children, staff, and families have access to mental health information and support.	<p>ECE CARES, Second Step, and Pyramid Plus Programs will continue to be implemented.</p> <p>Parents will be provided with scheduled opportunities to connect with mental health and disabilities support personnel.</p>	<p>Sign-In Sheets Evaluations Developmental Planning Notes Parent Acknowledgement Forms Newsletters</p>

**Updates:**

Programs are implementing a process to introduce each family to every part of the center staff, including the mental health team. The mental health team is integral to our family communication process. Through the enrollment process to family engagement events to individual needs of the families, our mental health team and FSWs work hard to make sure that families have all the resources they need.

Denver Health provided training for all Head Start staff on accessing mental health consultation for children and families. Shared planning with Sewall and Denver Health has been completed for all sites. Parent Acknowledgement forms are completed as needed for EHS and HS.

Catholic Charities provided training on Secondary Trauma in September of 2015, following up on a Toxic Stress training that was conducted in February 2015.

Catholic Charities conducts monthly Developmental Planning team meetings for all classrooms to identify strategies and track progress on screening, evaluation, individualization, and the referral process for children in the program.

Meet and Greets were held at all three large centers, where the support team of Mental Health, Disabilities and Education Specialists were available to talk with families about supports and services. Materials and resources were available on morning and bedtime routines, dealing with holiday stress, and developmental activities for children at home.

Five Catholic Charities staff participated in Pyramid Plus training offered through Mile High in a Saturday series as part of our ongoing implementation of the framework into our programs.

Parent Acknowledgement forms for families to access support from EHS and HS Mental Health Specialists continue to be made available through Developmental Planning meetings and communication with FSWs.

**Expected Outcomes:**

Through Catholic Charities efforts around increasing Health, Mental Health and Nutrition services, families, parents and caregivers will gain knowledge about good nutrition and active lifestyles that will promote a healthier

lifestyle for them and their children. Research has made it increasingly clear that children’s school and later life success depends not only on their cognitive skills, but also on all aspects of health, including physical health, mental health, emotional well-being, and ability to relate to others.

**Goal #3:** All Denver Great Kids Head Start **parents work to improve their own skills and are engaged as their children’s first teacher** to ensure children are ready to succeed in school.

OBJECTIVES	STRATEGIES	MEASURES
Families will meet the goals as stated in their family partnership agreements.	Catholic Charities Family Service workers work with families to create a Family Partnership Agreement (FPA) within 45 days. Through ongoing communication and support, they assist families in moving toward their goals.	Percentage of families who have completed and have made progress toward plan goals including, but not limited to: GED completion ESL participation Employment obtainment

**Update:**

Catholic Charities works with families to create Family Partnership Agreements (FPAs), which include family-specific goals. As of November 2015, 95% of our Head Start families had been offered and chosen to enter into an FPA. Of those, 4% have already completed their goals.

OBJECTIVES	STRATEGIES	MEASURES
Children and their families will have effective transitions to kindergarten.	The School Readiness Leadership Committee will be implemented.  The ECE Director for Mental Health Disabilities and Mental Health will meet with families of children who are placed on an IEP to	Teaching Strategies GOLD data

	review the document, to identify the child's current developmental level, and to identify next steps and strategies.	
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**Updates:**

Catholic Charities continues to place a high focus on our high-quality education experiences for the children and families enrolled in our program to ensure School Readiness. Assessment Outcomes from our Teaching Strategies GOLD data from fall 2014 to spring 2015 show an increase in the number of children meeting or exceeding widely held expectations in all seven domains, which include: Physical Fine Motor, Physical Gross Motor, Cognitive, Social-Emotional, Language, Literacy, and Mathematics. This improvement meets our program goal criteria for School Readiness.

All six Catholic Charities Head Start Sites have hosted or are scheduled to host Kindergarten Transition Meetings for families with children entering kindergarten. Catholic Charities invited representatives from local schools to share information and meet with families. Catholic Charities staff and parents attended the Denver Public Schools School Choice Meetings in our service area, which provide information regarding transitioning into kindergarten and School Readiness.

<b>OBJECTIVES</b>	<b>STRATEGIES</b>	<b>MEASURES</b>
Families will consistently engage in Head Start.	Parents and Children Together Time (PACTT) take-home backpack program will provide	In-Kind Forms Program Outreach to parents: Newsletters



	<p>families with enrichment materials.</p> <p>The ECE director for Mental Health Disabilities will meet with families of children with an IEP to review the document, to identify the child's current developmental level, and to identify next steps and strategies.</p> <p>Catholic Charities recruits parents to participate in committees and stay involved in the program in meaningful ways, including: the School Readiness committee, policy council, and transition events.</p> <p>The program provides Head Start parents with educational and leadership development opportunities.</p>	<p>Invites Flyers</p> <p>Parent Participation documentation:  In-Kind forms  Evaluations  Surveys  Sign-In Sheets</p>
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**Updates:**

Catholic Charities Head Start programs have placed a high priority on engaging families in meaningful ways to encourage growth and ensure that we are receiving input regarding our program from the families we serve. Catholic Charities Early Childhood Education Programs offer Family Engagement Events every month at each of our six sites. These events provide opportunities for families to network, share information and gain

knowledge and training on a variety of topics. Topics have included: Summer Fun-Summer Safety & Staying School Ready over the summer, End of Year Celebrations and a Family Fiesta. This was a carnival celebrating diversity which also provided us an opportunity to offer varying resources from the Denver Library, Department of Human Services, Cooking Matters, and the Westside Health Clinic. The Family Engagement Events also provide us a venue to connect families with information on School Readiness, kindergarten transitions, nutrition, and health, as well as Meet and Greet with Disabilities, Mental Health and Education staff.

During our August all-staff training, a review of our BackPACTTs was conducted, and newly refilled backpacks were provided to all sites. These allow families to take home School Readiness activities to work on with their child at home, enhancing the creative curriculum and Teaching Strategies GOLD.

Family members from our programs have been participating in staff interviews, the School Readiness/DLL Committee, Self-Assessment, providing valuable parent insights, gaining skills and learning more about our program. Catholic Charities has been able to offer opportunities for former and current HS and Early Head Start Parents to attend CDA Training for Infant Toddler and Preschool.

Catholic Charities Head Start offers family members opportunities to attend local, regional, and national conferences such as Parents Encouraging

Parents (PEP), the National Head Start Conference, Leadership Conference through the Colorado Head Start Association, and the Rocky Mountain Early Childhood Conference.

Catholic Charities has created a part-time, entry-level teacher aide position, which has allowed us to hire two parents of children who attend our program during this fall 2015. Head Start classroom teachers encourage parents to volunteer in our classrooms, and we have several parents volunteering on a regular basis. Catholic Charities also provides leadership opportunities for our parents to participate in, including our Policy Council and serving as representatives to the Denver Great Kids Policy Council as Delegate Representatives. We currently have Policy Council representation from all of our sites and options.

Family meetings are held for parents of all children referred for IEPs to explain the process and gather information on strengths and needs.

**OPPORTUNITIES OFFERED TO OUR PARENTS:**

Policy Council

Health Committee

Volunteer opportunities/inside the school, the classroom and at home

Parent Meeting preparation

Parent Trainings offered by Head Start

Parent Trainings offered at 5by5 venues

Positive Parenting Solutions Trainings

Cooking Matters Training classes

Nutrition classes presented by the CSU Extension

Financial Literacy Training

Annual PEP Conference

DPS Parent Engagement Workshops

Abriendo Puertas

Our programs have recorded 224 volunteers so far this fiscal year (July-June). We have reported 1,123.52 hours of volunteer in-kind hours from July 2015 through December 2015, which is an average of 274 hours per month.

**Expected Outcomes:**

Research suggests that meaningful engagement of families in their children’s early learning supports School Readiness and later academic success. By helping families build skills, connecting families with resources, and creating opportunities for families to be involved in meaningful ways, we increase parent involvement and assist parents and caregivers in preparing their children for later school success.

**Goal #4:** All Denver Great Kids Head Start children with disabilities will experience **high-quality and inclusive learning environments** to ensure they are ready to succeed in school.

<b>OBJECTIVES</b>	<b>STRATEGIES</b>	<b>MEASURES</b>
Children with IEPs will improve in overall School Readiness.	Staff will be provided with guidance on creating inclusive learning environments.  ECE Director for Disabilities and Mental Health will meet with teachers of children on IEPs to review the	TS GOLD Growth report  Timeline for evaluations  IEPs transitioned to kindergarten  Retention rate for

	<p>child's current levels and to identify the next steps and strategies.</p> <p>The program will continue to collaborate with Denver Public Schools, Sewall, and Child Find to provide parents with continued support and eligibility.</p>	<p>children with IEPs</p> <p>Development Planning Meeting Notes</p>
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**Updates:**

Catholic Charities implements many strategies to ensure that all children, including children with identifies special needs, improve in overall School Readiness.

Catholic Charities provided all staff with training on the new Request for Observation (RFO) and Multi-tiered System of Support (MTSS) in September with Denver Health, Sewell and Denver Great Kids Head Start Disabilities Director staff in attendance. Our Director of Disabilities developed a data tracking form for use in the MTSS/RFO process and has met with all new Lead Teachers to review the MTSS/RFO process and to review IEPs for children with multiple areas of need.

The Catholic Charities Director of Disabilities and Mental Health continues to meet with our Sewall liaison on a monthly basis to review children on IEPs, RFOs, and upcoming evaluations. She also meets with the DGKHS Disabilities Director to discuss concerns and status of the RFO process, and

completes the Data Tracking Sheet submitted to the City on a monthly basis.

Developmental Planning meetings are held monthly at each site. Teachers, FSWs, Denver Health, ECE Director of Disabilities and Mental Health, Site Supervisors, and Sewall representatives are present. These teams working toward the integration of TS GOLD reports, weekly lesson planning, and the MTSS process.

ECE Director of Disabilities and Mental Health serves on the RMHS ICC (Interagency Coordinating Council) with an emphasis on smooth transitions from Part C to Part B services. This has led to a successful transition for a child with Down Syndrome from our Early Head Start to our Head Start Program.

ECE Director of Disabilities and Mental Health presents internationally, nationally, and within Colorado on supporting families with behavior challenges and the Catholic Charities Multi-Tiered System of Support for families.

<b>OBJECTIVES</b>	<b>STRATEGIES</b>	<b>MEASURES</b>
Children will receive timely evaluation and effective IEPs as appropriate	In coordination with Denver Health and the Health Nurse, Catholic Charities staff refer and tracks children through the evaluation process to ensure a timely and complete process for each child.  Catholic Charities Staff	Tracking Sheet  Vision/Hearing/IEP Health Report  Meeting notes Sign-In sheet.

	meet monthly with the nurse to discuss the screening and referral process for children in the program.	
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**Updates:**

Catholic Charities Head Start staff work collaboratively to ensure timely evaluations and effective IEPs for the children in our program. Catholic Charities currently has 24 children with IEPs, exceeding the 10% required quota for our Head Start Grant.

Catholic Charities Director of Disabilities and Mental Health implemented new RFO/MTSS process with DGKHS, Sewall, and Denver Health in September. Catholic Charities Director of Disabilities and Mental Health completes a monthly data tracking sheet which is submitted to DGKHS. The CC Health Reports are completed in a timely manner by our health team as required. The Catholic Charities Director of Disabilities and Mental Health continues to meet with Sewall coordinators regarding the referral process and has met with our liaison to discuss the status of referrals and IEPs. Training was provided for HS staff on new RFO/MTSS processes in September.

The Health Team and Nurse have completed all IEP Health Reports and have assisted in providing hearing evaluations for all children being evaluated for special education services.

Transition Notebooks were created for all children with IEPs who were transitioning to kindergarten. They include information for both parents and the new school to create a shared knowledge of the child’s strengths and strategies that are effective in working with the child, as well as copies of the IEP document. These packets help to create a smoother transition for the children and their families.

OBJECTIVES	STRATEGIES	MEASURES
Children will have effective transitions to kindergarten	<p>Transition meetings are held for children with IEPs with the Special Education teams at the elementary schools to ensure smooth transitions from Head Start into Denver Public School classrooms.</p> <p>Catholic Charities staff creates a Transition Folder for families with children on IEPs.</p> <p>Catholic Charities staff creates a Meet My Child Sheet for families to present at the school for their children with IEPs.</p>	<p>Parent Acknowledgement of Transition folder Sign-In Sheets Transition survey for families of children with IEPs</p>

**Updates:**

Through our developmental planning, the Director of Disabilities and Mental Health was able to make Kindergarten Transition Notebooks for all of our five-year olds transitioning to kindergarten in the fall, and delivered them throughout the summer based on their end dates with Catholic



Charities. The notebooks were guidelines for parents and kids on how to make a successful transition to the next level and also could also be used as a tool for kindergarten teachers. Over 90 % of IEP Transition Notebooks were reviewed and completed with families to ensure their knowledge and confidence as they transitioned to kindergarten.

Catholic Charities works to support effective transitions to kindergarten for our children and families. In September 2015, we were able to support a family with two children with challenging behavior in kindergarten at the parent's request. The Director of Disabilities and Mental Health called and offered to meet Columbine Elementary School for two children with IEPs who were experiencing a challenging kindergarten transition. The Director of Disabilities and Mental Health also supported a family whose child experience difficulty with transitioning to University Preparatory school. The Director of Disabilities and Mental Health facilitated a meeting where the classroom teacher and a Sewall provider were able to meet with the kindergarten team to support a transitioning child with neurological issue. The Director of Disabilities and Mental Health created a survey for parents with children who will transition into kindergarten this fall. This survey will be piloted in January 2016.

**Expected Outcomes:**

Catholic Charities works to ensure that children are screened and assessed to address special needs early and to provide appropriate intervention at

the earliest time to maximize outcomes and School Readiness for children with identified special needs. Early identification and intervention programs have been shown to yield benefits in academic achievement, behavior, educational progression, and attainment, among other domains.

**Goal #5: Denver Great Kids Head Start operations and financial administration are efficient and effective**, ensuring that resources support preparing Head Start children for school.

OBJECTIVES	STRATEGIES	MEASURES
<p>Financial management is transparent and financial and operational systems are streamlined.</p> <p>Services purchased and negotiated are in alignment with School Readiness data (TS GOLD results) and needs as demonstrated in the Community Assessment.</p> <p>Meetings with delegate agencies are effective and productive.</p> <p>Communication is clear and timely.</p>	<p>Access and leverage established economies of scale to provide effective resources for the program.</p> <p>Create data analysis (Teaching Strategies GOLD, Community Assessment) that guides programmatic design and financial investments.</p> <p>We work toward policy advocacy for School Readiness and early childhood education.</p> <p>Catholic Charities will work with our IT contractors to utilize updated technology to maximize efficiency.</p>	<p>Audit findings</p> <p>Financial projections</p> <p>Percentage of administrative costs (not to exceed 15%)</p> <p>Delegate surveys and feedback</p>

**Updates:**

The Catholic Charities Head Start program continues to focus on efficiency and the use of technology as an integral part of our offices and classrooms. Catholic Charities Head Start Program has created a Technology Committee to identify goals and strategies for implementing technology into the classrooms. Initial contact with our IT department has been made to discuss possible updates to iPad usage; this committee will be ongoing.

Catholic Charities is in the process of a phone system update for all facilities and programs.

In addition, our staff has been working together to identify new and existing systems and forms, to create uniformity across our programs with clearly defined policies and procedures and access to the necessary forms and information.

Catholic Charities completed the Annual Audit process with no findings.

**Expected Outcomes:**

Maximizing resources and remaining current with technology will assist Catholic Charities Head Start in meeting goals and objectives and increase the efficiency and effectiveness of our staff.

**Progress toward Program Impacts**

Catholic Charities believes that we will see an increase in the number of children entering Denver Public Schools ready to learn as the result of our efforts to accomplish our identified goals and outcomes for providing

services to Head Start and Early Head Start children and their families. We also believe that through family and community engagement opportunities and activities, we will see an increase in our parents' confidence to engage in both the Denver community and their child's education, thus creating more positive outcomes for their families and their communities. Through targeted recruitment and retention efforts, support for college coursework, and ongoing training and professional development opportunities, we will increase the quality of our teaching staff, which benefits our program and the Denver Early Childhood Education Community as a whole.

**School Readiness Goals**

Catholic Charities School Readiness Committee created newly enhanced School Readiness Goals during fall 2015 to reflect an identified focus on family knowledge and family support systems. The updated goal statements were reviewed and discussed with the ECE Leadership Team, program area experts, the ECE Administrative Team, the Policy Council, and the Early Childhood Education Committee. The new goals are posted in classrooms, centers, and provided in family newsletters. They were presented to staff during training and will available to families on printed magnets. The following chart describes the updated goals:

<b>Domain</b>	<b>Goal</b>
Physical Well-Being and Motor Development	Children will demonstrate increased understanding of health and wellness habits and increased physical development along an individual continuum supported by families' health and wellness knowledge and practice.
Social and	Children will demonstrate growth in sense of self and

Emotional Development	meaningful social and emotional relationships with adults and peers supported by their family’s knowledge of children’s social-emotional needs.
Approaches Toward Learning	Children will demonstrate increasing ability to actively explore, notice, and seek relevant information about experiences supported by their families’ active engagement with learning opportunities in the school and community.
Language and Literacy	Children will demonstrate growth in listening, speaking, reading and writing supported by their families’ engagement in best practices for language and literacy development.
Cognition and General Knowledge	Children will demonstrate growth in higher order thinking (including reasoning, problem-solving) by applying knowledge of the physical and social world supported by their families’ engagement in best practices for developing cognitive skills.

**Subsection B: Service Delivery**

**1. Needs of Children and Families**

There have been no updates or changes to the needs of children and families for this program year.

**2. Service Area**

Catholic Charities will continue to serve Head Start children and families in the Denver area boundaries as defined by Denver Great Kids Head Start.

**3. Justification of Proposed Funded Enrollment and Program Options**

Catholic Charities will continue to serve our funded enrollment of 224 children. We will continue to offer Center Based Options: Full-Day, Extended Day, Part-Day, and Double Session, a Combo Option, and a Home-Based Option to meet the needs of the Denver Community.

b. Special Situation: Enrollment Reduction or Expansion

Catholic Charities will not be reducing or expanding our program during the program year.

c. Special Situation: Conversion

Catholic Charities is not requesting any conversion slots for this grant period.

**4. Centers and Facilities**

Catholic Charities successfully licensed and began providing Head Start services at our new Mariposa facility located in La Alma/ South Lincoln Park area during July 2015 as anticipated in our 2015-2016 Grant Application. This center will continue to offer services in two preschool classrooms. We will continue to operate programs at our existing five sites at Garfield, Kentucky, Child Development Center, Mi Segunda Casa, and Margery Reed Mayo Day Nursery as well. We do not anticipate any new facilities for this Grant Application.

**5. Recruitment and Selection**

Changes in the Eligibility, Recruitment, Selection, Enrollment and Attendance policies for Head Start required our program to implement new training and technical assistance activities for this program year. Catholic Charities provided ERSEA training on the Final Rule for all Family Service Workers, Combo Option Teachers, and Home Base Home Visitors who perform recruitment and enrollment activities for our program. They

attended a two-day training with follow-up in their monthly team meetings. In addition, we trained our leadership staff, the Policy Council, the ECE Committee, and the Governing Board on the new ERSEA Final Rule with opportunities for question and answer sessions. Additions were made to the Training and Technical Assistance Plan to ensure compliance with training requirements as we continue to provide Head Start and Early Head Start Programs.

Catholic Charities was awarded a five-year grant for our Early Head Start Program and, as required by this grant, we completed the Program Governance and Leadership Screener for our program and created a Training and Technical Assistance Plan specific to our program governance and as a part of our overall Training and Technical Assistance Plan. This plan addresses the required training for our governance bodies and opportunities to provide additional training topics as identified by the Policy Council and the ECE Committee and Governing Board.

The Selection Criteria for our programs was revised this year as well to incorporate the new Selection Criteria adopted by Denver Great Kids Head Start as well as the key factors identified by Catholic Charities. This process involved multiple information-gathering and consensus-building meetings both within Catholic Charities and with Denver Great Kids Head Start. The new Selection Criteria was reviewed and approved by Catholic Charities Policy Council and is in the process of being reviewed and approved by

Catholic Charities ECE Committee and Governing Board.

## **6. Transportation**

Catholic Charities Head Start does not offer direct transportation to program participants but will continue to coordinate transportation for families in need through Taxi Services and RTD Services, including Bus and Train Passes.

## **7. Educational Services**

Catholic Charities Head Start will not have changes to the Education Services for our program.

## **8. Health**

Catholic Charities will not have any major changes to the health services for our program.

## **9. Family Services and Social Services**

Catholic Charities will not have significant changes to the Family and Social Services for our program.

## **11. Transition**

Catholic Charities will continue to place a high priority on transitions for our children and families but will not have significant changes for our program during the 2016-2017 year.

## **12. Coordination**

Catholic Charities will continue to foster existing partnerships and



coordination with community entities currently in place. During this program year, we will be working to coordinate services and information with the new Colorado Shines Quality Initiative Program for the state of Colorado. We will be working through the conversion of all six of our sites into the new system which will include a new Professional Development Information System and a new Four Star Rating for all of our sites as identified Head Start programs providing high-quality care for young children.

### **Subsection C: Approach to School Readiness**

#### **1. Updates to Approach in School Readiness**

Catholic Charities has not made any changes in our approach to School Readiness.

- a. Catholic Charities has not made any changes to our child assessments since our 2015-2016 program application.
- b. Catholic Charities Head Start has not made any major changes to our curriculum since our 2015-2016 program application.
- c. Catholic Charities Head Start has not made any changes in the observation tools used by our program.

#### **2. Catholic Charities School Readiness Outcomes Report**

We have seen progress toward the School Readiness goals in our program

as noted in the following outcomes report. The following reports show how each age group did across seven domain areas in terms of meeting and or exceeding widely held expectations. They are arranged from highest domain area for the number of children who meet and or exceed expectations to lowest domain area.

**Outcomes Tracking Results for Head Start 2014- 2015:**

**Three- Year Old Children Meeting or Exceeding Expectations**

<b>Domain Area</b>	<b>Fall 2014</b>	<b>Winter 2014</b>	<b>Spring 2015</b>
Physical-Fine Motor	97%	91%	98%
Physical-Gross Motor	67%	91%	93%
Social-Emotional	60%	89%	89%
Cognitive	56%	83%	85%
Language	44%	78%	82%
Literacy	42%	78%	77%
Mathematics	38%	70%	71%

\*According to the Comparative Report for three-year old children from fall to spring all six areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) all increased thus meeting our School Readiness Goals.

**Four- Year Old Children Meeting or Exceeding Widely-Held Expectations**

<b>Domain Area</b>	<b>Fall 2014</b>	<b>Winter 2014</b>	<b>Spring 2015</b>
Physical-Fine Motor	83%	79%	86%
Physical-Gross Motor	58%	79%	86%
Social-Emotional	55%	75%	77%
Cognitive	57%	66%	83%

Language	47%	66%	71%
Literacy	48%	79%	80%
Mathematics	28%	74%	59%

\*According to the Comparative Report for four-year old children from Fall to Spring all six areas (Social-Emotional, Physical, Language, Cognitive, Literacy and Mathematics) all increased thus meeting our School Readiness Goals.

**Percent of Three- Year Olds Meeting or Exceeding Expectations**

**Percent of Four- Year Olds Meeting or Exceeding Expectations  
Six Areas from most growth to least growth for three- year olds:**

Social-Emotional and Cognitive had the most growth at 17%.

Language had 16% growth.

Physical had 13% growth.

Literacy had 12% growth.

Math had the least growth with 10%.

**Six Areas from most growth to least growth for four- year olds:**

Cognitive had the most growth at 14%.

Language and Social-Emotional had 12% growth.

Physical had 10% growth.

Literacy had 9% growth.

Math had the least growth with 7%.

\*Areas to work on for the Catholic Charities Child Care and Head Start Program: When reviewing the data from the Meeting and Exceeding Reports and the Comparative Reports these are the identified areas for each age group that the ECE Program will be working to improve.

Three-year olds: Math and Literacy

Four-year olds: Math Language and Literacy

**3.** Catholic charities program improvements implemented in response to the analysis of child assessment and other data.

**\*Training Plan Summary 2015- 2016 :** From the data collected and analyzed, we believe the results of such high growth in social-emotional development are due to the dedication and commitment the Agency has placed on this area of development. The Agency will continue to place an emphasis on Social-Emotional Development through two Pyramid Plus and ECE CARES trainings. Pyramid Plus support continues to be a large component of our program. This will be continued through formal training to both HS and EHS staff as well as support in the classroom. This year Catholic Charities will be bringing the widely-popular ECE CARES Training program back to the HS staff.

Many of the trainings offered this program year were based on these prior outcome findings, Self-Assessment and staff evaluations. For example,

there were, and will be, future presentations on Math, The Effects of Toxic Stress in Early Childhood, EHS Tool Kit, ASQ, ASQ SE, Pyramid Plus, ECE CARES, Ooey Goey-Math and Science, Universal Precautions, Head Start Performance Standards, Head Start Review, Language and Literacy, CO Shines, PDIS, Child Abuse and Neglect, Self-Care, Health Updates, CPR/First Aid, Medication Administration, Sign-Offs, Prenatal Health, Homelessness, ERSEA, Teaching Strategies GOLD, Creative Curriculum, PACTT Time, In-Kind, CACFP, Observations, IPAD's-Technology, Team Building, Mental Health, HS CLASS-Classroom Assessment Scoring System, Physical Development, Culture of Wellness-INEP and IMIL addressing nutrition and physical development, curriculum understanding, the Referral Process, School Readiness, and Family Engagement outcomes and committee information and reporting, among others.

**\*Other Areas of Collaboration and Enhancement :** All teachers and assistant teachers are inter-rater reliable and have been trained in Teaching Strategies GOLD. We will continue to complete the hiring and training of all staff in order to create the highest quality early childhood program possible. We will continue the commitment to the stipend program as well as continue to support staff with college courses focusing on their professional development goals. The starting salary for teachers with a bachelor's degree was substantially increased for new teachers and current Catholic Charities staff. This has been a tremendous recruitment tool as well as a way to retain and recognize highly skilled teaching staff.

This year, as a result of a collaborative effort between Denver Great Kids Head Start, Mile High, Catholic Charities, and other delegates, a new in-house house Infant and Toddler CDA class was offered. Collaboration between Denver Great Kids Head Start, Volunteers of America, and Catholic Charities has also been established to form an in-house Preschool CDA class.

We continue to participate in the Culture of Wellness Grant that is being lead through Denver Great Kids Head Start. This has helped a great deal in the areas of physical development and nutrition. We are working with Denver Great Kids Head Start on ways to enhance science and math learning in the classrooms. We are also active participants in the Erickson Group. The Education Team conducts a Math Minutes lesson during each in-service.

We have hired two ECE Specialists who offer support for the EHS and HS Center based classrooms. This has been hugely successful and continues to be a great support to our staff and children. We will continue to assist staff in running, understanding, and utilizing the CLASS Profile Reports from Teaching Strategies GOLD, ensuring that the staff understands how to utilize the data to individualize their classrooms and for individual children.

During summer 2015, we opened a new site that operates year round, Monday through Friday and offers a full-day option for infants, toddlers, and preschool age children and their families. This year, we will be moving into

the new system of Colorado Shines and moving all of our staff into the new PDIS system. This will be an exciting year as we continue to support Staff, Children and Families through our Early Childhood Education Programs.

**Subsection D: Family and Community Partnerships:**

1. No Changes or Updates were made to the program Long Term Goals, Short Term Objective or Expected Outcomes.

2. Catholic Charities has not made any changes to our data sources used since last year's application to support the implementation and evaluation of PFCE goals and/or objectives.

3. Catholic Charities Family Service Workers begin working with families during enrollment to build a working relationship and to assist the family in identifying goals and objectives to increase their self-sufficiency and empower them as the first and best teachers of their children. These goals and objectives build the families ability to advocate for their child and to have more time and knowledge to focus on their child's needs and how they can work to increase their child's school readiness. The families enter into a Family Partnership Agreement that outlines goals and specific resources and strategies to support them in achieving these goals. To date, 95% of our Head Start families have entered into Family Partnership Agreements and four percent of those families have already completed their initial goals. Family goals fall into many categories and are individualized, the top five categories our families have chosen are as follows:

%	Goal Topic
22%	GED
15%	ESL
12%	Housing
8%	Employment
14%	Literacy/reading with child
29%	Other: these are goals that do not fit into any one identified category.

It is interesting to note that literacy is a rising area of interest for our families goals, this goal is supported in many ways including literacy training on site, information about library programs, the BackPactt program, (providing take home School Readiness backpacks for families to work with their children, each of these contain a literacy focus), as well as modeling and discussions with parents on reading with their children as part of home visits, parent teacher conferences and classroom volunteer activities.

4. Catholic Charities Head Start staff place a high priority on family and community engagement. We communicate with families regarding progress towards our goals through a variety of avenues. The goals and objectives have been presented and discussed at Catholic Charities Policy Council, and ongoing program updates and information are shared and information sought to strengthen our program. In addition information is shared through family conferences, which were completed in November of 2015 and will be completed again during May, through Home Visits conducted twice a year by teachers, in our Newsletters, during Parent meetings, family



bulletin boards and through ongoing interactions between our staff and the children and families in our program

**Subsection E: Governance, Organizational and Management Structures, and On-Going Oversight**

1. Catholic Charities has not made any changes to the roles and responsibilities of the Governing Board, ECE Committee, or the Policy Council.
2. Catholic Charities Head Start Organizational Chart will be uploaded into HSES.
3. Catholic Charities Head Start has not had any changes in staff qualifications or competencies for the following groups: Head Start and/or Early Head Start director(s), education and child development staff, health services staff, nutrition services staff, mental health services staff, family and community partnership staff, parent involvement services staff, disability services staff, and fiscal staff.
4. Catholic Charities Head Start has not made changes to the management systems for planning, communications, recordkeeping and reporting, ongoing monitoring, and self-assessment for this program year.  
Self Assessment Summary and Action Plan will be uploaded into the HSES System.

<b>Section II. Budget and Budget Justification</b>
--

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

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

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

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

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

### **Physical and Logical Controls**

A lock is maintained on the door leading into the Catholic Charities Accounting Department. This door is closed and locked in the evenings and whenever the Accounting Department is vacant. Card keys are provided to accounting personnel, the President/Chief Executive Officer, and other personnel as approved by the President/Chief Executive Officer.

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

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

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

### **Grant Management**

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

1. For each Federal award, an employee within the department or entity responsible for administering the award will be designated as "grant manager."
2. Each grant manager shall attend a training on grant management prior to beginning his/her role as a grant manager. Thereafter, all grant managers attend refresher/update courses on grant management every two years.
3. The grant manager takes the following steps to identify all applicable laws, regulations, and provisions of each grant and contract:
  - a. Reads each award and prepare a summary of key compliance requirements and references to specific laws and regulations.

b. Reviews the OMB Super Circular Compliance (updated annually) published by the Office of Management and Budget (OMB) for compliance requirements unique to the award and for compliance requirements common to all Federal awards.

c. Reviews the section of the Catalog of Federal Domestic Assistance (CFDA) applicable to the award.

d. Communicates grant requirements to those who will be responsible for carrying them out, or impacted by them.

4. Notifies the Accounting Department to forward copies of applicable laws and regulations (such as OMB Circulars, pertinent sections of compliance supplements, and other regulations).

5. Identifies and communicates, or has the Accounting Department identify and communicate, any special changes in policies and procedures necessitated by Federal awards as a result of the review of each award.

6. Takes all reasonable steps necessary to identify applicable changes in laws, regulations, and provisions of contracts and grants by reviewing subsequent grant and contract renewals, reviewing annual revisions to the OMB Super Circular and communications with Federal awarding agency personnel.

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

noncompliance with laws, regulations, and provisions of contracts and grants to the auditors.

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

The following policies apply to the preparation and submission of billings to Federal agencies under awards made to Catholic Charities and/or an associated entity:

1. Catholic Charities and/or an associated entity requests reimbursement after expenditures have been incurred, unless an award specifies another method.
2. Each award normally specifies a particular billing cycle. Therefore, a schedule is established for each grant and contract to ensure that reimbursement is made on a timely basis along with any other reporting that is required in addition to the financial reports.
3. Requests for reimbursement of award expenditures will use the actual amounts as posted to the general ledger as the source for all invoice amounts. Additional subsidiary ledgers and reports may be required by the

funder. If additional ledgers or reports are required, this additional source will be reconciled to the general ledger.

4. All financial reports required by each Federal award are prepared and filed on a timely basis and in accordance with requirements of the funder. To the extent Catholic Charities and/or an associated entity's year-end audit results in adjustments to amounts previously reported to Federal agencies, revised reports are prepared and filed in accordance with the terms of each Federal award.

#### **Cost Allocation Plan**

Occupancy costs are allocated to each cost center based on the square footage that each cost center occupies. This allocation is posted on a monthly basis based on actual occupancy costs. Other miscellaneous direct costs, such as program supplies, staff training, and mileage reimbursements, are allocated based on the amount of each expense that directly benefits a particular cost center.

<b>Catholic Charities Budget Narrative: 2016- 2017</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>



Salaries: 67 employees total. No staff members paid with Head Start funds or included in the non-Federal share are paid in excess of the Executive Level II salary.	\$925,155	Personnel
Benefits: All salaries billed will be based on actual timesheets. are calculated at 27%.	\$249,792	Personnel Fringe
Office Supplies (\$1,000): used to furnish supplies for offices, ten Family Service Workers offices, teacher offices, and four administrative offices  Child and Family Supplies (\$7,000): will supply seven sites with educational materials.  Food Service Supply (\$1,000): furnishes the classrooms with food service supplies  Other Supply(\$1,000): includes janitorial supplies, health supplies, and supplies for children with disabilities	\$10,000	Supplies
Rent: Catholic Charities does not rent space from the Grantee. Garfield Head Start (1068 sq. ft.), Kentucky Head Start (1068 sq. ft.), and Mariposa Head Start (3,770 sq. ft.) are owned by Denver Housing Authority and the combined rent is \$26,708 per year. Mi Segunda Casa Head Start (912 sq. ft.) is owned by the First Mennonite Church and the rent is \$9,900 per year.	\$36,788	Other
Utilities, Telephone: telephone, fax, DSL lines and utilities, based on historical data.	\$11,000	Other
Local Travel: mileage reimbursement for staff, based on current spending patterns.	\$2,025	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our six sites holds parent meetings once a month. Policy Council meets twelve times per year. Costs include food, babysitting, translation, and transportation.	\$7,500	Other
Technical Training and Staff Development: from program operations funds to support professional development with a focus on having Assistant Teachers reach the qualification mandates. This is also used to support staff in furthering their academic development and out-of-town travel.	\$26,188	Other

Other: Children's activities, licenses, Janitorial services for Kentucky and Garfield sites (\$10,720) and security services.	\$18,466	Other
Indirect Costs: Catholic Charities' indirect cost rate is 24.20% (letter attached).	\$223,887	Indirect Costs
<b>Total operating funds</b>	<b>\$1,510,801</b>	

<b>CC Non-Federal Share Budget Narrative: 2016- 2017</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, a portion of the teacher assistants, teachers, family Service workers, and the HS Director salaries that are not covered by HS funds and ½ of the HS Education Supervisor's salary that is not covered by HS funds. These costs are paid for by funds received from funds received by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$232,660	Personnel
Fringe Benefits: The fringe benefits associated with the above salaries and paid by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$62,818	Personnel Fringe
Office Supplies (\$1,500): used to furnish supplies for offices, ten Family Service Workers offices, teacher offices, and four administrative offices.  Child and Family Supplies (\$1,500): supplies seven sites with educational materials  Other Supply(\$1,000): includes janitorial supplies, health supplies, and supplies for children with disabilities	\$4,000	Supplies
Utilities, Telephone- telephone, fax, DSL lines and utilities: A large percentage of these costs are incurred at Margery Reed, The Child Development Center and Mariposa Center and	\$2,000	Other

paid for by Parent fees at the large sites.		
Building and Child Liability Insurance: supplied by Catholic Charities.	\$5,000	Other
Nutrition Services: part of the costs incurred in providing meals to children and education staff that are not reimbursed by the Child and Adult Food Program, supplied by Catholic Charities, and parent fees.	\$19,526	Other
Volunteers: Volunteer rate for Policy Council is \$48.27 (\$38.62 per hour plus \$9.65 fringe) and we have ten members and meet for two hours, twelve times a year, totaling \$11,584. HS would claim ½ of that amount, \$5,792. The rate for teacher assistants is \$14.99 per hour plus \$3.79 fringe and we estimate that parents and community members will spend 2,234 hours volunteering, equaling \$41,955. Community members' rate depends on the services they offer.	\$47,747	Other
Parent Services: covers the costs for parent committee meetings and Policy Council meetings that are not covered by HS funds. Each of our six sites holds parent meetings once a month. Policy Council meets twelve times a year. Costs include food, babysitting, translation, and transportation. Funds are provided by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$3,950	Other
<b>Total</b>	<b>\$377,701</b>	

Exhibit C

Catholic Charities Head Start/Early Head Start

2016-2017 School Calendar

July 2016

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

August 2016

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

September 2016

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

October 2016

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

November 2016

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

December 2016

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

January 2017

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

February 2017

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

March 2017

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

April 2017

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


May 2017

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


June 2017

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

 School Closed/ Holidays

 Last Day for Stand Alone Staff

 Stand Alones closed/ Large sites open

 First and Last Day of School / Stand Alones/Combo/Home Based

## Exhibit C



Teacher In-Service no  
school for students



Teacher Training Day/Last Day for Combo Option

**Exhibit D**  
 Denver Great Kids Head Start  
 Program Year 20 Report Schedule

	<b>Report Name and Description</b>	<b>Due Date</b>
<b>Family Services</b>	<b>Policy Council Delegate Report;</b> Form to be provided by Grantee Family Services Director	5th day of every month. If the 5th day is a holiday or weekend, report shall be due the Friday prior
	<b>Program Information Report (PIR);</b> Annual ACF Report	<b>August 15, 2016</b>
	Abbreviated PIR;	<b>December 15, 2016 and March 15, 2017</b>
	<b>Head Start data for Management Information System;</b> Fields required but not limited to the following: -Delegate Agency and Center -Enrollment Date -First day of service -Program Option -Monthly Attendance/Monthly Enrollment -Enrollment	<b>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</b>
<b>Financial</b>	<b>Variance Report;</b> includes spending categories of federal and non federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.	Last business day of each month for the previous month
	<b>USDA Reimbursement Report;</b> Report of reimbursement from USDA for Head Start Children only.	Last Business day of October , January, April and July
	<b>USDA / CACFP Compliance Review Report</b>	Within 30 days of receipt
	<b>Administrative and Development Costs;</b> Report by category of all administrative and development costs.	Last Business day of October , January, April and July
	<b>Program Budget PY 19;</b> GABI upload of Program Year 19 budget.	February 9, 2017
	<b>Single Audit Report;</b> Single Audit Report including management letter and corrective actions if applicable	Within four months of end of the prior fiscal budget period
	<b>Inventory Report with Certification of Physical Inventory;</b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.	July 31, 2016
	<b>Certificate of Insurance;</b> Accord Insurance form designating appropriate insurance coverage.	May 30, 2016
<b>Budget Projection;</b> Month by month spending forecast by designated categories.	July 31, 2016	
<b>Grantor Admin Reports for Delegate Agencies</b>	<b>Monitoring Reports/Plans;</b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing
	<b>Mid Year PIR &amp; questions;</b> Tracks progress on key Head Start Metrics	2 times a year; December 15th and March 15th
	<b>Head Start Annual Report; Head Start requirement</b>	Due in December
	<b>Policy Council Minutes;</b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting
<b>Education</b>	<b>Teacher Qualifications Report;</b> Report Education Levels of Teaching Staff.	December 15 & March 15
	<b>Child Assessments;</b> Child outcomes information submitted to TS GOLD must be submitted for <b>all</b> children.	October 31, 2016, February 22, 2017 and June 28, 2017

**Exhibit D**  
 Denver Great Kids Head Start  
 Program Year 20 Report Schedule

<b>Delegate Admin Reports for Grantee</b>	<b>Self Assessment</b> ; Self Assessment Plan, findings, analysis and action plans	June 30, 2017
	<b>Policy Committee/Council Members Rosters</b> ; Policy Committee/Council monthly minutes	When replacements, upon elections
	<b>Policy Committee/Council Minutes</b> ; Approved Policy Committee/Council monthly minutes	Last business day of the month following meeting
	<b>Delegate Grant Application</b> ; For funding purposes	January 30, 2016
	<b>Final Grant Application, Budget, and GABI</b> ; Constitutes basis of funding request	April 1, 2017
	<b>Personnel</b> ; Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date.	Last business day of October, January, April and July
	<b>Criminal Records Check</b> ; Report on criminal records check dates for all Head Start staff.	September 1, 2016 and January 1, 2017

<b>Vendor Agency Special Reports</b>	<b>Classroom Contact Hours</b> ; Tracks level of services to Head Start Children	monthly; end of month
	<b>Abbreviated PIR; Health/Dental Screenings and follow up and Staff and Parent Training Report</b> ; Head Start requirement to track health metrics for PIR and for staff training efforts	monthly; end of month



# ARCHDIOCESE OF DENVER

RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

April 5, 2016

## TO WHOM IT MAY CONCERN

**RE: Catholic Charities and Community Services of the Archdiocese of Denver, Inc.**

Attached please find evidence of general liability, automobile, and workers compensation coverage carried by the Archdiocese of Denver Risk Management Casualty/Insurance Trust on behalf of Catholic Charities and Community Services of the Archdiocese of Denver, Inc.

We are unable to issue additional insured status on the basis of an RFP, verbal request, or e-mail request alone, since our coverage restricts additional insured status to "**where required by written contract.**" A copy of the contract therefore needs to be received by our office in order to be able to issue certificates granting additional insured status. A draft copy pursuant to the award of the contract is accepted by our insurer. Due to the additional insured requirements, our insurer requests that the name of the program, date of commencement and term of service, contract number, and Scope of Services be included with the information provided.

The current policy period for the coverage provided under the blanket policy is July 1, 2015 through July 1, 2016. Certificates related to the July 1, 2016 through July 1, 2017 are presently not available and we do not expect to be able to issue any related to the upcoming policy period until late June. We are actively pursuing renewal of all layers of coverage shown on the attached evidence of coverage. We anticipate the renewed coverage to be in place and bound no later than July 1, 2016.

Certificates for any contracts awarded taking effect in the current policy period requiring parties to be named as additional insured can be issued once we receive a copy of the contract in question. Active contracts held by Catholic Charities and Community Services requiring continuation of services into the 2016/2017 policy period will have renewed certificates of coverage issued immediately upon renewal of coverage.

I hope this will serve your requirements until then. Should you have any questions, please don't hesitate to contact me.

Regards,

A handwritten signature in blue ink that reads "Peter J. Cronan".

Peter J. Cronan  
Director, Office of Risk Management

PJC:lbg



# Certificate of Coverage

Date: 4/6/2016

**Certificate Holder**  
 Archdiocese of Denver  
 1300 S. Steele Street  
 Denver, CO 80210

**Covered Location**  
 Catholic Charities and Community Services  
 4045 Pecos Street  
 Denver, CO 80211

**This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.**

**Company Affording Coverage**  
 THE CATHOLIC MUTUAL RELIEF  
 SOCIETY OF AMERICA  
 10843 OLD MILL RD  
 OMAHA, NE 68154

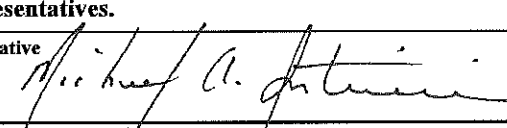
**Coverages**

**This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.**

Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
Property				Real & Personal Property	
<b>D. General Liability</b>  <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8858	7/1/2015	7/1/2016	Each Occurrence	1,000,000
				General Aggregate	2,000,000
				Products-Comp/OP Agg	2,000,000
				Personal & Adv Injury	1,000,000
				Fire Damage (Any one fire)	
				Med Exp (Any one person)	
Excess Liability	8858	7/1/2015	7/1/2016	Each Occurrence	500,000
				Annual Aggregate	
<b>Other</b> Day Care Accident	8858	7/1/2015	7/1/2016	Each Occurrence	
				Claims Made	50,000
				Annual Aggregate	
				Limit/Coverage	

**Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**

Coverage is verified for Catholic Charities and Community Services, for the term of the certificate. Coverage includes Counseling Errors and Omissions and Day Care Accident of \$50,000 per claim.  
 CMRS Excess Auto \$500,000 xs \$500,000

<b>Holder of Certificate</b>	<b>Cancellation</b>
	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail <u>30</u> days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
0018005457	Authorized Representative 

## Catholic Charities Site locations and times

Center Location	
Child Development Center 1155 Decatur St. Denver, 80204	Monday – Friday 7:00am -6:00pm Year Round
Margery Reed Mayo Day Nursery 1128 <sup>th</sup> St. Denver, 80205	Monday – Friday 7:00am -6:00pm Year Round
Catholic Charities Early Childhood Program at Mariposa 1240 W 10 <sup>th</sup> Ave Denver, 80204	Monday – Friday 7:00am -6:00pm Year Round
Garfield Head Start 872 S. Knox Ct. Denver, 80219	Monday – Thursday 8:00 – 4:00 Double Session September - May
Kentucky Head Start 852 S. Knox Ct. Denver, 80219	Monday – Thursday 8:00 – 4:00 Double Session September - May