

AGREEMENT for Head Start Services for Program Year 2010-2011

A G R E E M E N T

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, 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").

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.** "CFR" means the Code of Federal Regulations.
- B.** "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.
- C.** "HHS" means the United States Department of Health and Human Services.
- D.** "ACF" means the Administration For Children, Youth and Families.
- E.** "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).
- F.** "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.
- G.** "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.
- H.** "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.
 - I.** "Subdelegate" means any entity retained by Contractor, by written agreement, to provide a designated level of Head Start services on a professional basis for Denver and does not include entities retained to provide goods, services or supplies under this Agreement.
 - J.** "Subcontractor" means any entity other than a Subdelegate that furnishes, to the Contractor or its Subdelegates or Vendors, services (other than Head Start

professional services), goods or supplies under this Agreement.

K. "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.

L. "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.

M. "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).

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 entities retained to provide goods, services or supplies under this Agreement.

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

3. CONTRACT DOCUMENTS: This Agreement consists of Paragraphs 1 through 44, 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 2010-2011.
- 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 46 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, 2010, and will expire on December 31, 2010 (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 other representative designated by the City, the Contractor shall diligently provide the Services described on Exhibit A and fulfill the obligations contained in this Agreement and 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 but are not limited to methods to prevent the use of e-mail and Internet services 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.

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 expend 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 **Seven Hundred Ninety Seven Thousand Four Hundred Twenty Six and 00/100 Dollars (\$797,426.00)** (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 **One Hundred Ninety Nine Thousand Three Hundred Fifty Seven and 00/100 Dollars (\$199,357.00)** as set forth in more detail in Exhibit B. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the 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 2010-2011, HHS may issue only a partial financial award for program costs for Program Year 2010-2011. 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.

It is expressly understood and agreed that the obligation of the City to make payments to Contractor will only extend to monies appropriated by the United States Government and the Denver City Council, paid into the Treasury of the City, and encumbered for the purposes of this Agreement. The Contractor acknowledges that (1) the City does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (2) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

I. Maximum Contract Liability. Any other provision of this Agreement notwithstanding, in no event will the City be liable for payment for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of the Maximum Contract Amount. The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work other than the work described herein, and that any work performed by Contractor beyond that specifically described is performed at the Contractor's risk and without authorization under this Agreement.

8. REPORTS:

A. The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning reporting requirements of delegate agencies and will require any and all Subdelegates and any Vendor to establish and maintain said reporting systems. In addition to any other reports required or requested under this Agreement, 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. The Contractor will 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 and no more than thirty (30) calendar days may elapse before the vacancy is filled. The Contractor may, however, to the extent permitted by 45 C.F.R. 1305.7(b), as may be amended from time to time, elect not to fill a vacancy when sixty (60) calendar days or less remain in the program's enrollment year. To the extent permitted by 45 C.F.R. 1305.4(b)(1), as may be amended from time to time, at least ninety percent (90%) of the children who are enrolled in each of Contractor's Head Start programs must be from low-income families whose income will not exceed 130% of poverty guidelines are established by the federal government.. To the extent permitted by 45 C.F.R. 1305.4(b)(2), as may be amended from time to time, up to ten percent (10%) of the children who are enrolled by the Contractor may be children from families that exceed the low-income guidelines of the federal government but who meet the criteria that the ACF has established for selecting such children and who would benefit from Head Start services.

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 duly authorized representative of the City or authorized agent of the federal government will, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

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 Circular Nos. A-133 and A-110. 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 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 stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written 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." Additionally, the issuing company shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. 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. If, at the time Contractor signs this Agreement, Contractor represents in writing that it has requested but not yet received proof of insurance from its insurance agent or broker, then the Contractor will submit adequate proof of insurance to the Head Start Office no later than thirty days from the date of execution of this Agreement, as such date is written on page one above. 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, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

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

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

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

Agreement.

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

(10) **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 under the terms of this Agreement.

(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.

(11) **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 shall defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees 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 the 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 hereunder 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 hereunder shall arise even if the City is the only party sued by claimant and/or claimant alleges that the 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, its appointed and elected officials, agents and employees, and will pay on behalf of City, its appointed and elected officials, agents and employees, any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City, its appointed and elected officials, agents and employees, 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. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

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

18. ASSIGNMENT AND SUBCONTRACTING:

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

B. By the Contractor. The Contractor will not assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director's prior written consent. Any attempt by the Contractor to assign its rights or obligations or subcontract performance obligations without the Director's prior written consent will be void and, at the Director's option, automatically terminates the Agreement. The Director has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) it shall not create a contractual relationship between the City and the Subdelegate, sub-consultant or subcontractor or assignee. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

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.

19. 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 19.

20. 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.

21. OTHER GROUNDS FOR TERMINATION:

A. By the City.

1. The City may otherwise 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 may further 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.

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 may 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 herein will be construed as giving 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 without cause the Contractor will be compensated for work requested and satisfactorily performed. Upon termination of the Agreement by the City, 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 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.

22. PROCUREMENT:

A. Services and Supplies. Procurement of Services and supplies will be made objectively and independently, free of conflict of interest. The Contractor will spend Grant funds in a way that serves the public interest and honors the public trust. "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 than 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.

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

24. 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.

25. COMPLIANCE WITH APPLICABLE LAWS: By its signature below, the Contractor assures and certifies that it will comply with all applicable Federal, State and City laws, ordinances, codes, regulations, rules, executive orders, and policies 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;
- 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, 80, and 92;
- E. The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et*

seq.;

F. 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.

G. "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;

H. 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;

I. The Americans with Disabilities Act as codified at 42 U.S.C. 12101, et

seq.:

J. 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, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

K. All circulars of the U.S. Office of Management and Budget ("OMB");

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

M. 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

N. 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**.

O. No Employment of Illegal Aliens to Perform Work Under the Agreement:

1. This Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Consultant is liable for any violations as provided in the Certification Statute.

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 either the E-Verify Program, as defined in § 8-17.5-101(3,7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the "Department Program"), 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 will not knowingly employ or contract with an illegal alien to perform work under the Agreement.

b. It will not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Consultant that it will 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 either the E-Verify Program or the Department Program.

d. It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

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

26. 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.

27. 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.

28. NOTICES: Notices concerning the termination of this Agreement, notices of alleged or actual violations of the terms or conditions of this Agreement, and other notices shall be given as follows:

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

And by the City to: Attn: Executive Director
Catholic Charities and Community Services of the
Archdiocese of Denver
4045 Pecos Street
Denver, Colorado 80211

Said notice shall be delivered personally during normal business hours to the appropriate office, above, or by prepaid U.S. Certified Mail, Return Receipt Requested. Mailed notice shall be deemed effective upon deposit with the U.S. Postal Service. The parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.

29. DISPUTE RESOLUTION:

A. 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.

B. This Dispute Resolution clause does not preclude consideration by the Director's designated representative of questions of law in connection with the procedure outlined in paragraph A above, provided that nothing in this Agreement will be construed as making final the decision of the Director's representative on a question of law.

30. 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.

31. 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 or 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. (2009), 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.

32. INTELLECTUAL PROPERTY RIGHTS:

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

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

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

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. CITY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the City until it has been fully approved and executed by all signatories of the City and County of Denver.

43. 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.

44. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in two (2) counterparts, each of which shall be deemed to be an original of this Agreement.

Balance of page intentionally blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

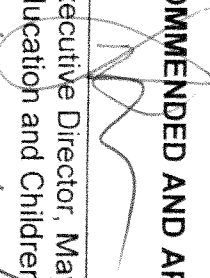
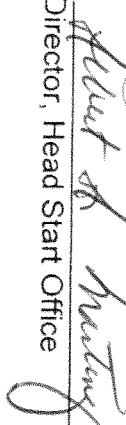
ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY, Clerk and Recorder, Ex-Officio Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____

Executive Director, Mayor's Office for Education and Children
By: 
Director, Head Start Office

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance

By: _____
Assistant City Attorney

By: _____
Auditor


Contract Control No. GE00330

"CITY"

ATTEST: [If required by Corporate procedures]

CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER
Taxpayer (IRS) I.D. No. _____

By: _____
Title: _____

By: 
Name: STEPHEN J. CRATTINI
(please print)
Title: Chief Operations Officer

"CONTRACTOR"

Exhibit list follows this page

Exhibits to Head Start/Delegate Agency Agreement

1. Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2010-2011.
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.

Catholic Charities

TRAINING AND TECHNICAL ASSISTANCE PLAN-2010-2011

The Catholic Charities Child Care Division is committed to furthering the education and professional development of staff. Highly trained staff is the best assurance of a quality early childhood experience for children and families. Catholic Charities offers tuition assistance reimbursement for staff (funds permitting) and bonuses for academic achievement. Funding academic development has been, and will continue to be, a priority for assigning Training and Technical Assistance funds. Currently Catholic Charities has five Head Start Teachers with BA degrees, two with AA degrees and six who are Director Qualified. There are four teachers enrolled in college courses. Two are enrolled in Associate's degree programs, one is enrolled in a Bachelor degree program, and one is enrolled in continuing education classes towards her Masters degree. There are 6 EHS teachers with a CDA, 2 who are Director Qualified, 3 with AA degrees and 5 with BA degrees. Early Head Start currently has one teacher participating in an Associate's program, two staff members are enrolled in the Bachelor degree program and one staff member enrolled in a Master degree program.

Increasing numbers of children with disabilities and social/emotional challenges have had an impact on training plans. In the past, Catholic Charities has contracted with Ronald Roybal. He is a professional research assistant for the Professional Development in Autism with the University of Colorado at Denver and Health Science Center. He worked specifically with three of our Head Start sites totaling six classrooms. His training and mentoring was on the Teaching Pyramid focused on Positive Relationships, Supportive Classroom Environments and Social Emotional Teaching Strategies. The goals for his consultation services were: 1) to increase awareness of the teaching pyramid bottom levels, 2) decrease the challenging behaviors in classrooms, 3) system wide approach to Building Positive Relationships, 4) individual approach to Supportive Classrooms, 5) increase awareness of Social Emotional Teaching Strategies and 6) build capacity in the Catholic Charities System. Ron also provided the entire Head Start staff with training on transitions.

Continuing on the same path the Catholic Charities Disabilities and Mental Health Coordinator participated in a train the trainer Pyramid Training presented by the Center on Social Emotional Foundations of Early Learning at the University of Colorado. He has begun training all of the Head Start teaching staff on this model in more detail. The Margery Reed Mayo Day Nursery Head Start classroom has been working to integrate the Pyramid model and philosophy as a pilot project. This year the training has been expanded to the Child Development Center's two Head Start classrooms.

Catholic Charities Head Start and Early Head Start has continued to move forward with the implementation of the Center for Social and Emotional Foundations for

Early Learning's Pyramid approach to early childhood. This model continues to support the expansion of resources and effective practices which help staff to support the social/emotional development of children. In October 2009 a "Pyramid Leadership Team" was developed to help steer and guide Catholic Charities Head Start in moving towards program-wide implementation of these practices. Catholic Charities team includes representation from all aspects of our program. This process was initiated from administration's attendance of a "Program-Wide Implementation" training in August 2009, put on at the Colorado State level. Coaching of these practices is currently happening in 4 of our preschool classrooms, and there is ongoing progress in the development of more coaches to reach deeper into our training potential. Catholic Charities sent approximately 20 staff members to Pyramid Model Training presented by Phil Strain and hosted by DGKHS. The long term goal will be to extend the philosophy throughout all of the classrooms.

Also, in the past Catholic Charities contracted with the University of Colorado to provide staff training on the ECE-CARES program. This program is a violence counseling and prevention program for at risk children. It revolves around practices to help children develop socially and emotionally and the design was based on research studies including studies on assets for children. The ECE CARES trainers provided training to the HS teaching staff with a comprehensive three hour session. The trainers also presented to all of the HS and EHS staff in another three hour session. The Education Supervisors and Site Directors will continue the program by monitoring and providing assistance to classroom staff. The trainers will be conducting an ECE CARES for Staff to all staff in the division. The focus will be on communication and developing relationships.

In 2006 a train the trainer group was established that encompassed a parent, community member, education manager, Early Head Start education manager, program director and a family partnerships person. The group is comprised of people from various delegates, the grantee office and community who have an interest in promoting family literacy. The Early Head Start Education Supervisor and a Head Start parent are representing Catholic Charities. The SPARC Literacy training uses the four goals of the National Head Start Family Literacy Center to create leaders in family literacy among grantee agencies throughout the country. Teams attend a series of trainings over the course of four years where they learn about family literacy and set goals to continue working on. Teams are expected to meet periodically (this team meets once a month) between trainings to work toward their goals and collaborate with community partners to increase family literacy within their communities. Some of the goals our team is currently working on are:

- Increase Parent and Child Together Time (PACTT) by creating time and activities within policy council meetings for parents and children to interact through a literacy activity.
- Creation of an advisory board to meet with our team including parents, family service workers and members of the community to assist in developing outcomes and goals that are relevant to the community we serve.

- Review our current policies, grants and assessments to gauge what we are already doing and where the family literacy piece might be easily included.
- Collaborate with parents and community members to create a dynamic training to be provided to delegates and families about the basic elements of literacy and how to support literacy at home.

Catholic Charities has also invested training funds in sending parents to conferences to build leadership skills and knowledge assisting them in their role as their child's first teacher and most important advocate.

The Administration for Children and the Office of Head Start recently awarded the University of Denver and Jenny Lerner the Innovation and Improvement Project grant titled Enhancing Early Mathematics Learning and Assessment. Catholic Charities will be one of the sites to benefit from this grant. The project will provide training to staff over a two year period mentoring to teachers in classrooms and soft ware training. The purpose of the grant is to incorporate early math skills into the classroom environment. According to the Qualistar/ECERS (local rating scale) and the ESTART assessment indicators the majority of the classrooms would benefit from enhancing early math skills. All Head Start teachers within Catholic Charities have been allowed to participate in all trainings. There are two sites that have and will continue to receive mentoring in the classroom. The feedback from the training has been very positive and there is some evidence already of the material being presented to children.

Recently a partnership between Catholic Charities and The Colorado Free University has been put in place. Spanish classes are now and will continue to be provided to staff. The classes will be paid for by Catholic Charities and will be located at our Agency. The first session has begun and so far the feedback has been excellent. Staff is excited to be learning conversational Spanish as it pertains to ECE. This allows teaching staff to better interact with parents and children.

Catholic Charities will be moving both the Early Head Start and Head Start programs to using the Creative Curriculum.net system for our assessment of children. All staff will be provided the training needed and all necessary equipment will be purchased. The Education department is working with the Colorado Department of Education and Results Matter to achieve this outcome. This system will allow the program as a whole to gather more meaningful data and to utilize this information for program planning.

Budget

Total T & TA budget for Early Head Start is \$19,358. The total budgeted for T & TA for Head Start is \$23,858. Program funds may supplement our training budget.

Process

A training plan was designed using information that had been gathered from many sources and contained input from parents, staff, and community members. The

administrative team analyzed data from the last Head Start Federal Review, the 2008 Early Head Start Federal Review, the 2009 Program Information Report, the 2009-2010 Community Assessment, the 2009-2010 self-assessment, staff training assessments, Professional Development Plans, national priorities, and state and local initiatives. This information led us to program goals and objectives as well as training and technical assistance plans.

Philosophy and Goals

Catholic Charities recognizes that staff training is a continuous, creative process, individualized to meet the goals of each employee while responsive to the overall program. It is critically important to provide mandatory training to all staff as outlined in the *Head Start Performance Standards* and the *Colorado Rules Regulating Childcare Centers*.

Catholic Charities has implemented five training objectives:

- Catholic Charities will be better prepared to meet the needs of English Language Learners and their families.
- Catholic Charities will promote health, nutrition and wellness for families, staff, and children.
- Catholic Charities will provide the mandatory training as outlined in the *Head Start Performance Standards* and the *Colorado Rules Regulating Child Care Centers*.
- Catholic Charities will support staff and parents by fostering their professional development.

The following charts outline each objective, the methods used, the target audience, the outcomes, timeline for each training module, the evaluation process and the anticipated cost of the training.

Objective 1: Catholic Charities will support staff and parents by fostering their professional development.

| Content Area | Audience | Justification | Outcomes | Method/ Activity | Time Frame | Evaluation | Cost |
|--------------|-----------|---|--|---|------------|------------------------------------|---------|
| All Areas | All Staff | Head Start Act AA Mandate Best Practice NAEYC/HIS ACT | Increased #s of staff with AA and BA degrees. Increased retention #s for staff. | Academic Development/Tuition Assistance Reimbursement | Ongoing | Professional Development Plans PIR | \$8,908 |
| Leadership | Staff | Best Practice/NAEYC | Staff will be confident and supported in their positions | Conferences | On-going | Professional Development Plans | \$3,700 |

| Leadership | Parents | HS Performance Standards | Parents will be effectively engaged in their child's education | Conferences | On-going | Training evaluations/parent survey | DCKHS covers some costs Other costs vary, included in parent activities Not yet Determined |
|--------------------|-----------------|--------------------------|--|---------------------------|------------------------|---|--|
| Career Development | Parents | Parent Focus Group | Parents will have increased knowledge of career choices and career development | Workshops/Parent Meetings | Fall 2010- Spring 2011 | Evaluation/surveys | |
| Education | Education staff | Best Practice | Staff will be comfortable using the web-based system for child ongoing developmental assessments | Training | August Pre-service | Review of assessments by Education Supervisors/Assessment Reports | \$900 |

Objective 2: Catholic Charities will provide the mandatory training as outlined in the Head Start Performance Standards and the Colorado Rules Regulating Child Care Centers.

| Content Area | Audience | Justification | Outcomes | Method | Time Frame | Evaluation | Cost |
|-------------------------|-----------|--------------------------------|--|--|-------------|-------------------------------------|-------------------------------------|
| HS goals and philosophy | All Staff | HS Performance Standards PRISM | * Training requirement will be met * Staff will have knowledge and understanding of what is expected of them to fulfill their job requirements and HS Standards | HS/EHS Pre-Service – training delivered by admin staff | August 2010 | Training Evaluations/Sign-In Sheets | Costs for Pre-Service Total \$5,800 |
| Child/Mental Health | All Staff | HS Performance Standards PRISM | * Training requirement will be met * Staff will have | Pre-Service – training delivered by collaborating partners | August 2010 | Training Evaluations/Sign-In Sheets | Costs for Pre-Service Total |

| | | | | | | | | |
|--|---|---|---|--|--|---|----------------------------------|---------|
| | | | knowledge and understanding of what is expected of them to fulfill their job requirements and HS Standards | | | | | \$5,800 |
| Transition | All Staff | HS Performance Standards PRISM Best Practice | Same as Above | Staff Training/large group and individual teams | ongoing | Transition Surveys | Staff Time/n ot an extra expense | |
| *Universal Precautions *First Aid/CPR *Medication Training | As necessary /all staff working with children | HS Performance Standards Colorado Rules Regulating Child Care Centers | * All training requirements will be met * Staff will have knowledge and understanding of what is expected of them to fulfill their job requirements and HS Standards *Staff will feel prepared to meet the health, safety, and nutritional needs of the children/pro gram | Individual Training as required – contracted with local agency HS/EHS Nurse when appropriate | Ongoing as certifications run out | Training Logs and Tracking Information | \$2,800 | |
| Child Abuse and Neglect | All Staff | HSPS | Staff will be knowledgeable regarding signs of and reporting aspects of child abuse and neglect | Pre-Service training presented by collaborating agency | August 2010 and new employee orientation | Training evaluations/Sign-In Sheets | Included in Pre-Service Costs | |
| Staff Mental Health | All Staff | HSPS | Staff will be supported by letting them know that administrators recognizes that their jobs are stressful | Guest speaker | August 2010 Pre-Service | Training evaluations/Agendas/Sign-in-sheets | In-Kind | |

| | | | | | | | |
|-----------------------------|--------------------|------------|--|--|---|---|-----------------------------------|
| Volunteer Training | All Staff | HSPS | Staff will be knowledgeable regarding working with volunteers | Volunteer Coordinator | August 2010 Pre-Service | Training evaluations/Agendas/Sign-in-sheets | Pre-service cost |
| Nutrition | Education Staff | HSPS/CCAFP | Staff will be knowledgeable regarding child nutrition, CCAFP regulations, and nutrition services | CCAFP staff/Food Manager/Nutrition Consultant | When offered by CCAFP/Individual groups | Training evaluations/Sign-In Sheets | 0 |
| Parent Involvement Training | All FSW Staff | HSPS | Staff will understand the importance And benefit of Parent involvement | Training provided by FS Admin. & FS Supervisor | All year | Training Evaluations/ Sign-In Sheets | \$0 |
| Roles and Responsibilities | Board of Directors | HSPS | Will have knowledge of Roles and Responsibilities | Once a year the Division Director attends the Board of Directors meeting and conducts training | July 2010 | Meeting Minutes | \$0 |
| Roles and Responsibilities | Policy Council | HSPS | Will have knowledge of Roles and Responsibilities | The Division Director provides a brief training every meeting and holds an annual all day retreat. | Monthly and the retreat are held in February. | Sign-In Sheets | \$is charge d to Parent Activites |

Objective 4: Catholic Charities will be better prepared to meet the needs of English Language Learners and their families:

| | | | | | | | |
|--|-----------|---|--|--|-----------|--------------------------------------|-------|
| To provide education and resources for staff to better utilize the ATT Language Line | All Staff | Best Practice/Community Assessment/Grant Goal | The quality of the translation/interpretation provided through Catholic Charities will improve helping families to be more comfortable and improving The home/school | Staff Trainings delivered by an outside professional | Fall 2010 | Training Evaluations / Sign-In Sheet | \$350 |
|--|-----------|---|--|--|-----------|--------------------------------------|-------|

| | | | | | | | |
|--|-----------|---|---|---|--------|--------------------------------------|-------|
| | | | connection. | | | | |
| To provide support For English Language Learners based on research And proven effective Methodology. | All Staff | Best Practice/Community Assessment/Grant Goal | Enhanced understanding of English Language Acquisition among staff and strategies to support ELL. | Staff Training delivered by an outside professional | 2/2011 | Training Evaluations / Sign-in Sheet | \$200 |

Objective 5) Catholic Charities will promote health and wellness for families, staff, and communities.

| | | | | | | | |
|------------------|--------------------|---|---|--|-----------------------|-------------------------------------|---------|
| Pyramid Training | All Teaching Staff | Best Practice/Community Assessment/Grant Goal | The expansion of resources and effective practices will help staff to support the social/emotional development of children. | Staff Training delivered by the Mental Health & Disabilities Coordinator, the DGKHS, & partners CSEFEL | Fall 2011 and ongoing | Training Evaluations/ Sign/In Sheet | \$1,200 |
| Nutrition | Staff and Families | Community assessment/Self-Assessment | Families and staff will have increased knowledge of nutrition and healthy eating habits | Health Team/Food Services Manager | Ongoing | Workshop evaluations/Parent surveys | |

Training and Technical Assistance (T/TA) Plan

The DPSHS anticipates no significant changes in training and technical assistance needs for the coming year. The trends identified in the previous grant application continue for the 2010-2011 program year. There are no changes in approaches to training, analysis of training or allocation of resources. Minor modifications in projected outcomes for the 2010-2011 year are based on current parent training needs which supplement the information provided in the 2008- 2009 grant application in the area of parent education. The parent and staff training needs were identified through the self assessment, staff training assessment, the 2009 *Denver Plan* of Denver Public Schools, the Head Start Act (2007), PIR and DGKHS Community Assessment (CA). Projected outcomes for DPSHS parents are in addition to the DPSHS staff and Policy Committee outcomes covered in the 2008-2009.

Needs for staff development and parent education DPS Head Start 2010-2011

- The need for orientation to Head Start for employees new to the Head Start program continues as staff turnover occurs, due to movement of centers, expansion and staff movement within the school district.
- The self-assessment data indicates a need for additional training in the area of cultural competence.
- The 2009 *Denver Plan* makes recommendations to retain the most effective teachers and support them to implement research-based best practice in every classroom and school and to deepen engagement with families and the community.
 - Training by five-by-five venue staff increases DPSHS staff members in linking families to the community
 - Opportunities for staff to attend conferences and participate in classes at colleges and universities.
- The community assessment and PIR data indicate high levels of obesity in children in DPSHS and a need for staff and parent education in this area.
- The economic downturn has a greater impact on at-risk populations indicating an increased need for training in financial literacy and community resources.
- Assessment of staff development needs based on the grant goals indicated that there is a need for nurses to attend local conferences to update practice based on the new information.
- Needs assessment of staff development needs based on the grant goals and demographic data for staff indicates a need for choice in sessions for teacher in-service training due to range in years of service from one to thirty-nine.
- Self-assessment and PIR data indicate a need for continued parent and staff training in the area of health literacy.
- Self-assessment reflects a continued need for training related to mental health, classroom management, social emotional development and disabilities.
- Continued need for GED and ESL services for families.

Needs for continuing education:

- The Head Start Act (2007) requires teaching assistants nationwide in center-based programs to increase qualification with a CDA or additional college classes.

- The PIR reflects the varying levels of education attained by Family Liaison Specialists (FLS) which indicates a need for additional college education for FLS.
- The PIR reflects challenges that DPSHS has faced in recent years in hiring and maintaining teachers who have both Early Education Certification required by HS and the Colorado Teaching Credential required by DPS and the Colorado Department of Education.
- The PIR and the CA indicate continued large numbers of Spanish-speaking children in the communities served by DPSHS. It is projected that there will be a continuing need for DPSHS staff to take Spanish classes.

Projected outcomes of training for parents:

- Maintain informed and knowledgeable DPSHS parents by providing:
- Opportunities to attend DPSHS parent education meetings;
 - DPS parent education meetings in individual elementary schools; and
 - Training opportunities provided in collaboration with the grantee.

DPSHS Focus Team has reviewed information gathered from a variety of sources and developed a comprehensive staff and parent training plan for the year 2010-2011. It is anticipated that offerings this year will be revised if community or school district resources change or additional needs are identified during the program year. A tentative schedule for staff/parent training is attached.

Allocation of Resources

DGKHS requires that DPSHS use \$10,839 (\$8,671 federal and \$2,168 non-federal) for training and technical assistance for staff and parents. The non-federal share is provided by Colorado Preschool Program for education and training of staff in classes funded through blended funds.

| Item | Total Budget | Federal Share | Non-Federal Share |
|--|--------------|---------------|-------------------|
| Teachers | \$ 4,400 | \$3300 | \$1500 |
| Paraprofessionals | \$ 2,000 | \$1500 | \$500 |
| Family Liaison Specialists | \$ 1,300 | \$975 | \$325 |
| Coordinators, Office, and Health Staff | \$ 2,500 | \$1875 | \$625 |
| Policy Committee | \$ 639 | \$479 | \$160 |
| Total Training | \$10,839 | \$8129 | \$2710 |

T/TA Timeline

| Activity | Date | Responsible Party |
|---|---------------------------|--------------------------|
| HS Staff Development Meeting Evaluation | August-January | Project Coordinator (PC) |
| 2009-2010 updated COMMUNITY ASSESSMENT | Completed by January 2010 | Grantee |

| | | |
|--|----------------|---|
| Self Assessment | Nov-Dec | DPSHS Focus Team and Policy Committee |
| Review information from all sources and prioritize training needs. | January | DPSHS Focus Team Finance Committee of Policy Committee |
| Policy Committee Approval | February/March | PC with Policy Committee Subcommittees (Finance, Management and Design) |
| Application approved | February/March | Board Designee and Board of Education |
| Continuation Grant Due Date | March 31 | PC in conjunction with Grantee Staff |

A. Attachment 1

**B. DENVER PUBLIC SCHOOLS
HEAD START STAFF/ PARENT TRAINING SCHEDULE**

**(Tentative)
2010-2011**

| | | |
|--------------|--|--|
| July /August | Summer DPS Training | |
| August | DPS New Teacher Orientation | |
| August 10 | Parent Orientation Fair | |
| September 3 | DPSHS Staff Development: Family Style Meals, Translation Services, Transportation, Child Abuse, Work Sampling/Child Outcomes, CACFP, Parent Volunteers | |
| September 14 | DPSHS Policy Committee Training and Orientation | |
| September 10 | DPS ECE Staff Development: Licensing Regulations, Work Sampling | |
| September | DPSHS New Employee Orientation (to be scheduled for individuals or group) | |
| October 12 | DPSHS Policy Committee Training and Orientation Continued | |
| October | DGKHS Institute (to be scheduled) | |
| November 5 | DPSHS Staff Development: Disabilities, Mental Health, Project Home-Health Literacy, Child Outcomes, Community Resources | |
| November 9 | DPSGS Policy Committee Training-Self-Assessment | |
| December 14 | DPSHS Policy Committee Training-Topics to be identified with new committee members | |
| January 11 | Policy Committee Grant Application/ Budget Training | |
| January 14 | DPSHS Staff Development: Healthy Eating, Transition, Social Emotional Development, Father Involvement, Child Outcomes, Community Resources | |
| January 25 | DPS ECE Staff Development: CPR, Universal Precautions and First Aid | |
| March | DGKHS Institute (to be scheduled) | |
| April 8 | DPSHS Staff Development: Social Emotional Development, Response to Intervention, Homeless Populations, Child Outcomes, Cultural Competence | |

| | |
|-------------------|--|
| September- May | Site Based Parent Education Sessions scheduled based on parent preference for time and topic. Examples of topics are ESL, GED, Family Literacy, Language and Literacy, Health Literacy, Guidance and Child Development, TV and Your Child, Financial Literacy, Nutrition |
|-------------------|--|

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005
 Program Type: Head Start

Agency Name: Catholic Charities of the Archdiocese of Denver
 Application Type: Basic

State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

| Funding Category | Key Features Total | Line Item Budget Total |
|---|--------------------|------------------------|
| Cost for Program Operations: | \$1,590,352 | \$1,590,352 |
| Cost for Training and Technical Assistance: | \$4,500 | \$4,500 |
| Non-federal Share (Cash and in-kind): | \$398,713 | \$398,713 |
| Total: | \$1,993,565 | \$1,993,565 |

FEDERAL FUNDING

| | | |
|---|-----|-----------|
| 1. Federal Child Development and Child Care Funds | | \$0 |
| 2. USDA Funds for Nutrition Services | | \$172,000 |
| 3. Other Federal Funding | () | \$0 |

STATE FUNDING

| | | |
|-----------------------------|-----|-----------|
| 5. Other State Funding | () | \$0 |
| 4. State Preschool Programs | | \$132,210 |

LOCAL FUNDING

| | | |
|-----------------------------------|------------------------------|-----------|
| 6. School District Funding | | \$0 |
| 7. Other Local Government Funding | (Denver Preschool Program) | \$275,000 |

OTHER FUNDING

| | | |
|------------------------------|-----|-------------------------|
| 8. Tribal Government Funding | | \$0 |
| 9. Fundraising Activites | | \$0 |
| 10. Other | () | \$0 |
| | | Total: \$579,210 |

Exhibit

B

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005
 Program Type: Head Start

Agency Name: Catholic Charities of the Archdiocese of Denver
 Application Type: Basic

State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

| | | | |
|------------------------|----------------------------------|----------------------------|-------------------|
| Center-based (CB): 259 | Combination Program (CO): 11 | Family Child Care (FCC): 0 | |
| Home-based (HB): 0 | Locally Designed Program (LD): 0 | Total Enrollment: 270 | Pregnant Women: 0 |

| Program Option | 2. Funded enrollment | 3a. Number of classes / groups / family child care settings | 3b. Double session? | 4. Number of hours of classes / groups / FCC settings per child, per day | 5. Number of days of classes / groups / FCC settings per child, per week | 6. Number of days of classes / groups / FCC settings per child, per year | 7. Number of home visits per child, per year | 8. Number of hours per home visit | 9. Number of home visits per child, per year (HB only) | 10. Number of hours per home visit (HB only) | 11. Number of hours per home-based socialization experience (HB only) | 12. Number of home-based socialization experiences per child, per year (HB only) |
|---------------------|-------------------------|--|------------------------|---|---|---|---|--------------------------------------|---|---|--|---|
| Center-based | 53 | 16 | No | 6 | 5 | 238 | 2 | 1.5 | 0 | 0 | 0 | 0 |
| Center-based | 80 | 20 | No | 3.5 | 4 | 133 | 2 | 1.5 | 0 | 0 | 0 | 0 |
| Center-based | 126 | 16 | Yes | 3.5 | 4 | 133 | 2 | 1.5 | 0 | 0 | 0 | 0 |
| Combination Program | 11 | 11 | No | 3.5 | 1 | 34 | 24 | 1.5 | 0 | 0 | 0 | 0 |

Exhibit B

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

| Summary of Budget Categories | | | |
|---|--------------------|----------------|------------------|
| Budget Category | PO | TTA | NFS |
| Personnel | \$986,452 | \$0 | \$183,948 |
| Fringe Benefits | \$265,572 | \$0 | \$0 |
| Travel | \$0 | \$0 | \$0 |
| Equipment | \$0 | \$0 | \$0 |
| Supplies | \$24,022 | \$0 | \$17,263 |
| Contractual | \$13,000 | \$0 | \$34,363 |
| Construction | \$0 | \$0 | \$0 |
| Other | \$83,300 | \$4,500 | \$163,139 |
| Total Direct Costs | \$1,372,346 | \$4,500 | \$398,713 |
| Indirect Costs | \$218,006 | \$0 | \$0 |
| SUMMARY OF BUDGET CATEGORIES TOTAL | \$1,590,352 | \$4,500 | \$398,713 |

Exhibit B

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005
 Program Type: Head Start

Agency Name: Catholic Charities of the Archdiocese of Denver
 Application Type: Basic

State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

PERSONNEL: Child Health and Developmental Services Personnel

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|---|------------------|-------------------|------------|---------------|------------------|-----------------|-------------|----------------|--------------|
| 1 Program Managers and Content Area Experts | \$64,887 | \$240.32 | \$0 | \$0.00 | \$65,106 | \$241.13 | \$0 | \$0.00 | 7.00 |
| 2 Teachers / Infant Toddler Teachers | \$358,243 | \$1,326.83 | \$0 | \$0.00 | \$14,592 | \$54.04 | \$0 | \$0.00 | 15.00 |
| 5 Teacher Aides and Other Education Personnel | \$306,865 | \$1,136.54 | \$0 | \$0.00 | \$27,430 | \$101.59 | \$0 | \$0.00 | 19.00 |
| 6 Health / Mental Health Services Personnel | \$16,416 | \$60.80 | \$0 | \$0.00 | \$0 | \$0.00 | \$0 | \$0.00 | 1.00 |
| 8 Nutrition Services Personnel | \$17,074 | \$63.24 | \$0 | \$0.00 | \$0 | \$0.00 | \$0 | \$0.00 | 1.00 |
| 9 Education Supervisor | \$12,164 | \$45.05 | \$0 | \$0.00 | \$24,328 | \$90.10 | \$0 | \$0.00 | 1.00 |
| PERSONNEL: Child Health and Developmental Services Personnel Sub-Total | \$775,649 | \$2,872.77 | \$0 | \$0.00 | \$131,456 | \$486.87 | \$0 | \$0.00 | 44.00 |

PERSONNEL: Family and Community Partnerships Personnel

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|---|------------------|-----------------|------------|---------------|-----------------|-----------------|-------------|----------------|--------------|
| 10 Program Managers and Content Area Experts | \$21,902 | \$81.12 | \$0 | \$0.00 | \$0 | \$0.00 | \$0 | \$0.00 | 1.00 |
| 11 Family Service Workers | \$132,292 | \$489.97 | \$0 | \$0.00 | \$52,492 | \$194.41 | \$0 | \$0.00 | 9.00 |
| PERSONNEL: Family and Community Partnerships Personnel Sub-Total | \$154,194 | \$571.09 | \$0 | \$0.00 | \$52,492 | \$194.41 | \$0 | \$0.00 | 10.00 |

PERSONNEL: Program Design and Management Personnel

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|---|------------------|-------------------|------------|---------------|------------------|-----------------|-----------------|-----------------|--------------|
| 13 Head Start / Early Head Start Director | \$37,265 | \$138.02 | \$0 | \$0.00 | \$0 | \$0.00 | \$26,086 | \$96.61 | 1.00 |
| 16 Clerical Personnel | \$19,344 | \$71.64 | \$0 | \$0.00 | \$0 | \$0.00 | \$19,344 | \$71.64 | 1.00 |
| PERSONNEL: Program Design and Management Personnel Sub-Total | \$56,609 | \$209.66 | \$0 | \$0.00 | \$0 | \$0.00 | \$45,430 | \$168.26 | 2.00 |
| PERSONNEL TOTAL | \$986,452 | \$3,653.53 | \$0 | \$0.00 | \$183,948 | \$681.29 | \$45,430 | \$168.26 | 56.00 |

FRINGE BENEFITS

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|--|----------|-------------|-----------|--------------|-----------|--------------|-------------|----------------|-------|
| 1 Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment | \$96,617 | \$357.84 | \$0 | \$0.00 | \$0 | \$0.00 | \$3,749 | \$13.88 | 0.00 |

EXHIBIT

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005
 Program Type: Head Start

Agency Name: Catholic Charities of the Archdiocese of Denver
 Application Type: Basic State: CO Fiscal Year: 2010

Budget Period: 07/01/2010 to 06/30/2011

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|------------------------------------|------------------|-----------------|------------|---------------|------------|---------------|-----------------|----------------|-------------|
| Insurance (SUI) | | | | | | | | | |
| 2 Health / Dental / Life Insurance | \$115,880 | \$429.19 | \$0 | \$0.00 | \$0 | \$0.00 | \$4,496 | \$16.65 | 0.00 |
| 3 Retirement | \$49,323 | \$182.68 | \$0 | \$0.00 | \$0 | \$0.00 | \$1,914 | \$7.09 | 0.00 |
| 4 Life Insurance | \$3,752 | \$13.90 | \$0 | \$0.00 | \$0 | \$0.00 | \$146 | \$0.54 | 0.00 |
| FRINGE BENEFITS TOTAL | \$265,572 | \$983.60 | \$0 | \$0.00 | \$0 | \$0.00 | \$10,304 | \$38.16 | 0.00 |

SUPPLIES

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|--------------------------------------|-----------------|----------------|------------|---------------|-----------------|----------------|----------------|----------------|-------------|
| 1 Office Supplies | \$7,000 | \$25.93 | \$0 | \$0.00 | \$5,000 | \$18.52 | \$3,000 | \$11.11 | 0.00 |
| 2 Child and Family Services Supplies | \$8,022 | \$29.71 | \$0 | \$0.00 | \$6,000 | \$22.22 | \$0 | \$0.00 | 0.00 |
| 3 Food Services Supplies | \$2,000 | \$7.41 | \$0 | \$0.00 | \$2,000 | \$7.41 | \$0 | \$0.00 | 0.00 |
| 4 Janitorial, health, disabilities | \$7,000 | \$25.93 | \$0 | \$0.00 | \$4,263 | \$15.79 | \$0 | \$0.00 | 0.00 |
| SUPPLIES TOTAL | \$24,022 | \$88.97 | \$0 | \$0.00 | \$17,263 | \$63.94 | \$3,000 | \$11.11 | 0.00 |

CONTRACTUAL

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|---|-----------------|----------------|------------|---------------|-----------------|-----------------|-------------|----------------|-------------|
| 1 Administrative Services (e.g., Legal, Accounting) | \$0 | \$0.00 | \$0 | \$0.00 | \$0 | \$0.00 | \$0 | \$0.00 | 0.00 |
| 8 Janitorial | \$13,000 | \$48.15 | \$0 | \$0.00 | \$34,363 | \$127.27 | \$0 | \$0.00 | 0.00 |
| CONTRACTUAL TOTAL | \$13,000 | \$48.15 | \$0 | \$0.00 | \$34,363 | \$127.27 | \$0 | \$0.00 | 0.00 |

OTHER

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|---|----------|-------------|-----------|--------------|-----------|--------------|-------------|----------------|-------|
| 1 Depreciation / Use Allowance | \$0 | \$0.00 | \$0 | \$0.00 | \$17,401 | \$64.45 | \$870 | \$3.22 | 0.00 |
| 2 Rent | \$55,000 | \$203.70 | \$0 | \$0.00 | \$0 | \$0.00 | \$2,750 | \$10.19 | 0.00 |
| 4 Utilities, Telephone | \$14,000 | \$51.85 | \$0 | \$0.00 | \$20,028 | \$74.18 | \$1,701 | \$6.30 | 0.00 |
| 5 Building and Child Liability Insurance | \$0 | \$0.00 | \$0 | \$0.00 | \$28,500 | \$105.56 | \$1,425 | \$5.28 | 0.00 |
| 6 Building Maintenance / Repair and Other Occupancy | \$2,000 | \$7.41 | \$0 | \$0.00 | \$0 | \$0.00 | \$100 | \$0.37 | 0.00 |
| 8 Local Travel | \$2,300 | \$8.52 | \$0 | \$0.00 | \$0 | \$0.00 | \$0 | \$0.00 | 0.00 |

Exhibit

B

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005
 Program Type: Head Start

Agency Name: Catholic Charities of the Archdiocese of Denver
 Application Type: Basic

State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|--|-----------------|-----------------|----------------|----------------|------------------|-----------------|----------------|----------------|-------------|
| 9 Nutrition Services | \$0 | \$0.00 | \$0 | \$0.00 | \$22,020 | \$81.56 | \$0 | \$0.00 | 0.00 |
| 11 Volunteers | \$0 | \$0.00 | \$0 | \$0.00 | \$70,190 | \$259.96 | \$0 | \$0.00 | 0.00 |
| 13 Parent Services | \$5,000 | \$18.52 | \$0 | \$0.00 | \$2,000 | \$7.41 | \$0 | \$0.00 | 0.00 |
| 15 Publications / Advertising / Printing | \$2,000 | \$7.41 | \$0 | \$0.00 | \$0 | \$0.00 | \$500 | \$1.85 | 0.00 |
| 16 Training or Staff Development | \$0 | \$0.00 | \$4,500 | \$16.67 | \$3,000 | \$11.11 | \$0 | \$0.00 | 0.00 |
| 17 Children's Acitivites | \$3,000 | \$11.11 | \$0 | \$0.00 | \$0 | \$0.00 | \$0 | \$0.00 | 0.00 |
| OTHER TOTAL | \$83,300 | \$308.52 | \$4,500 | \$16.67 | \$163,139 | \$604.22 | \$7,346 | \$27.21 | 0.00 |

DIRECT COSTS

| | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|---------------------------|--------------------|-------------------|----------------|----------------|------------------|-------------------|-----------------|-----------------|--------------|
| DIRECT COSTS TOTAL | \$1,372,346 | \$5,082.76 | \$4,500 | \$16.67 | \$398,713 | \$1,476.71 | \$66,080 | \$244.74 | 56.00 |

INDIRECT COSTS

| Line Item Description | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|-----------------------------|------------------|-----------------|------------|---------------|------------|---------------|------------------|-----------------|-------------|
| 1 Indirect Costs | \$218,006 | \$807.43 | \$0 | \$0.00 | \$0 | \$0.00 | \$218,006 | \$807.43 | 0.00 |
| INDIRECT COSTS TOTAL | \$218,006 | \$807.43 | \$0 | \$0.00 | \$0 | \$0.00 | \$218,006 | \$807.43 | 0.00 |

| | PO Total | PO \$/Child | TTA Total | TTA \$/Child | NFS Total | NFS \$/Child | Admin Total | Admin \$/Child | Staff |
|-----------------------------|------------------|-----------------|------------|---------------|------------|---------------|------------------|-----------------|-------------|
| INDIRECT COSTS TOTAL | \$218,006 | \$807.43 | \$0 | \$0.00 | \$0 | \$0.00 | \$218,006 | \$807.43 | 0.00 |

EXHIBIT

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005
 Program Type: Head Start

Agency Name: Catholic Charities of the Archdiocese of Denver
 Application Type: Basic

State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

PERSONNEL: Child Health and Developmental Services Personnel

| | Line Item Description | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|---|---|---------------|---------------------|--------------------|--------------------|---------------|--------------------|----------------|---------------|---------------|---------------------|
| 1 | Program Managers and Content Area Experts | \$0.00 | \$49,397.34 | \$64,996.50 | \$0.00 | \$0.00 | \$15,599.16 | \$0.00 | \$0.00 | \$0.00 | \$129,993.00 |
| 2 | Teachers / Infant Toddler Teachers | \$0.00 | \$372,835.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$372,835.00 |
| 5 | Teacher Aides and Other Education Personnel | \$0.00 | \$334,295.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$334,295.00 |
| 6 | Health / Mental Health Services Personnel | \$0.00 | \$0.00 | \$16,416.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$16,416.00 |
| 8 | Nutrition Services Personnel | \$0.00 | \$0.00 | \$0.00 | \$17,074.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$17,074.00 |
| 9 | Education Supervisor | \$0.00 | \$36,492.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$36,492.00 |
| PERSONNEL: Child Health and Developmental Services Personnel Sub-Total | | \$0.00 | \$793,019.34 | \$81,412.50 | \$17,074.00 | \$0.00 | \$15,599.16 | \$0.00 | \$0.00 | \$0.00 | \$907,105.00 |

PERSONNEL: Family and Community Partnerships Personnel

| | Line Item Description | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|---|---|---------------|---------------|---------------|---------------|---------------------|---------------|----------------|---------------|---------------|---------------------|
| 10 | Program Managers and Content Area Experts | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$21,902.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$21,902.00 |
| 11 | Family Service Workers | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$184,784.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$184,784.00 |
| PERSONNEL: Family and Community Partnerships Personnel Sub-Total | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$206,686.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$206,686.00 |

PERSONNEL: Program Design and Management Personnel

| | Line Item Description | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|---|--|--------------------|---------------------|--------------------|--------------------|---------------------|--------------------|----------------|---------------|---------------|-----------------------|
| 13 | Head Start / Early Head Start Director | \$26,085.50 | \$3,726.50 | \$1,863.25 | \$1,863.25 | \$1,863.25 | \$1,863.25 | \$0.00 | \$0.00 | \$0.00 | \$37,265.00 |
| 16 | Clerical Personnel | \$19,344.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$19,344.00 |
| PERSONNEL: Program Design and Management Personnel Sub-Total | | \$45,429.50 | \$3,726.50 | \$1,863.25 | \$1,863.25 | \$1,863.25 | \$1,863.25 | \$0.00 | \$0.00 | \$0.00 | \$56,609.00 |
| PERSONNEL TOTAL | | \$45,429.50 | \$796,745.84 | \$83,275.75 | \$18,937.25 | \$208,549.25 | \$17,462.41 | \$0.00 | \$0.00 | \$0.00 | \$1,170,400.00 |

FRINGE BENEFITS

| | Line Item Description | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|------------------------------|--|--------------------|---------------------|--------------------|-------------------|--------------------|-------------------|----------------|---------------|---------------|---------------------|
| 1 | Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI) | \$3,748.74 | \$65,767.19 | \$6,879.13 | \$1,565.20 | \$17,217.15 | \$1,439.59 | \$0.00 | \$0.00 | \$0.00 | \$96,617.00 |
| 2 | Health / Dental / Life Insurance | \$4,496.14 | \$78,879.52 | \$8,250.66 | \$1,877.26 | \$20,649.82 | \$1,726.61 | \$0.00 | \$0.00 | \$0.00 | \$115,880.00 |
| 3 | Retirement | \$1,913.73 | \$33,574.17 | \$3,511.80 | \$799.03 | \$8,789.36 | \$734.91 | \$0.00 | \$0.00 | \$0.00 | \$49,323.00 |
| 4 | Life Insurance | \$145.58 | \$2,553.99 | \$267.14 | \$60.78 | \$668.61 | \$55.90 | \$0.00 | \$0.00 | \$0.00 | \$3,752.00 |
| FRINGE BENEFITS TOTAL | | \$10,304.19 | \$180,774.86 | \$18,908.73 | \$4,302.27 | \$47,324.93 | \$3,957.02 | \$0.00 | \$0.00 | \$0.00 | \$265,572.00 |

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005
 Program Type: Head Start

Agency Name: Catholic Charities of the Archdiocese of Denver
 Application Type: Basic

State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

SUPPLIES

| | Line Item Description | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|-----------------------|------------------------------------|-------------------|--------------------|-----------------|-------------------|-------------------|-----------------|----------------|---------------|--------------------|--------------------|
| 1 | Office Supplies | \$3,000.00 | \$2,400.00 | \$600.00 | \$600.00 | \$4,800.00 | \$600.00 | \$0.00 | \$0.00 | \$0.00 | \$12,000.00 |
| 2 | Child and Family Services Supplies | \$0.00 | \$14,022.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$14,022.00 |
| 3 | Food Services Supplies | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$4,000.00 |
| 4 | Janitorial, health, disabilities | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$11,263.00 | \$11,263.00 |
| SUPPLIES TOTAL | | \$3,000.00 | \$16,422.00 | \$600.00 | \$4,600.00 | \$4,800.00 | \$600.00 | \$0.00 | \$0.00 | \$11,263.00 | \$41,285.00 |

CONTRACTUAL

| | Line Item Description | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|--------------------------|---|---------------|---------------|---------------|---------------|---------------|---------------|----------------|---------------|--------------------|--------------------|
| 1 | Administrative Services (e.g., Legal, Accounting) | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| 8 | Janitorial | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$47,363.00 | \$47,363.00 |
| CONTRACTUAL TOTAL | | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$47,363.00 | \$47,363.00 |

OTHER

| | Line Item Description | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|--------------------|---|-------------------|--------------------|-----------------|--------------------|-------------------|-----------------|-------------------|---------------------|-------------------|---------------------|
| 1 | Depreciation / Use Allowance | \$870.05 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$16,530.95 | \$0.00 | \$17,401.00 |
| 2 | Rent | \$2,750.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$52,250.00 | \$0.00 | \$55,000.00 |
| 4 | Utilities, Telephone | \$1,701.40 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$32,326.60 | \$0.00 | \$34,028.00 |
| 5 | Building and Child Liability Insurance | \$1,425.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$27,075.00 | \$0.00 | \$28,500.00 |
| 6 | Building Maintenance / Repair and Other Occupancy | \$100.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,900.00 | \$0.00 | \$2,000.00 |
| 8 | Local Travel | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$2,300.00 | \$0.00 | \$0.00 | \$2,300.00 |
| 9 | Nutrition Services | \$0.00 | \$0.00 | \$0.00 | \$22,020.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$22,020.00 |
| 11 | Volunteers | \$0.00 | \$70,190.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$70,190.00 |
| 13 | Parent Services | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$7,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$7,000.00 |
| 15 | Publications / Advertising / Printing | \$500.00 | \$1,000.00 | \$300.00 | \$0.00 | \$100.00 | \$100.00 | \$0.00 | \$0.00 | \$0.00 | \$2,000.00 |
| 16 | Training or Staff Development | \$0.00 | \$7,500.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$7,500.00 |
| 17 | Children's Activities | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$3,000.00 | \$3,000.00 |
| OTHER TOTAL | | \$7,346.45 | \$78,690.00 | \$300.00 | \$22,020.00 | \$7,100.00 | \$100.00 | \$2,300.00 | \$130,082.55 | \$3,000.00 | \$250,939.00 |

DIRECT COSTS

| | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|---------------------------|--------------------|-----------------------|---------------------|--------------------|---------------------|--------------------|-------------------|---------------------|--------------------|-----------------------|
| DIRECT COSTS TOTAL | \$66,080.14 | \$1,072,632.70 | \$103,084.48 | \$49,859.52 | \$267,774.18 | \$22,119.43 | \$2,300.00 | \$130,082.55 | \$61,626.00 | \$1,775,559.00 |

Exhibit

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

INDIRECT COSTS

| Line Item Description | Admin | Education | Health | Nutrition | FC Partner | Disability | Transportation | Occupancy | Other | Total |
|-----------------------------|------------------|------------|------------|------------|------------|------------|----------------|------------|------------|---------------------|
| 1 Indirect Costs | \$218,006 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$218,006.00 |
| INDIRECT COSTS TOTAL | \$218,006 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$218,006.00 |

Exhibit
 Page 4 of 24

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011



1. Administrative Costs:

The maximum allowable expenditure for administrative costs is 15% of the total budget. For a detailed break down, please review the last page of this report:

| | |
|--------------------------------|----------------|
| Total Admin Costs: | \$284,086.14 |
| Total Budget: | \$1,993,565.00 |
| Admin. as a % of Total Budget: | 14.25% |

2. Non-federal Share:

For most grantees, a minimum of 20% of the total budget must be non-federal share:

| | |
|---|----------------|
| Total Non-federal Share: | \$398,713.00 |
| Total Budget: | \$1,993,565.00 |
| Non-federal Share as a % of Total Budget: | 20.00% |

3. Average Class Size:

Average class size for CB Program Schedules that involve double sessions should be between 13 and 20. Average class size for the CB and CO Program Schedules (including double sessions) should be between 15 and 20:

| | |
|---|------|
| Center-Based Double Sessions: | 7.88 |
| Center-Based AND Combination Non-double Sessions: | 2.77 |
| All Center-Based AND Combination Sessions: | 4.05 |

4. Cost Per Child and Hours of Service Per Child:

The following table shows information on costs and hours of service for this agency:

| | |
|-----------------------------------|------------|
| Overall Cost Per Child: | \$7,383.57 |
| Total Hours of Service Per Child: | 644.66 |
| Overall Cost Per Child Per Hour: | \$11.45 |

5. Federal Personnel and Fringe Costs:

| | |
|--|----------------|
| Federal Personnel Cost: | \$986,452.00 |
| Federal Fringe Cost: | \$265,572.00 |
| Total Federal Budget: | \$1,594,852.00 |
| Federal Personnel Cost as a % of Total Federal Budget: | 61.85% |
| Federal Fringe Cost as a % of Total Federal Budget: | 16.65% |

*In general, the costs of Personnel should account for between 60% and 80% of the federal budget.

6. Fringe Rate:

If the fringe cost for an agency is less than 10% or more than 30% of personnel, there may be an inaccurate entry in Personnel:

| | |
|---|----------------|
| Total Fringe Cost: | \$265,572.00 |
| Total Personnel Cost: | \$1,170,400.00 |
| Total Fringe Cost as % of Total Personnel Cost: | 22.69% |

7. Fringe Benefits:

Exhibit

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

The following shows if this agency pays for health / dental / life and/or retirement benefits:

Health / Dental / Life: Yes
 Retirement: Yes

8. Child Travel:

Most agencies have child travel costs or less than \$3 per child per day. If the costs for this agency are higher than that, perhaps staff should check into alternative modes of transportation:

Child Travel Costs: \$2,300.00
 Child Travel Cost Per Child Per Day: \$0.06

9. Out-of-Town Staff Travel:

Most agencies have out-of-town staff travel costs between \$60 and \$65 per child. If the costs for this agency are higher, check that they are justified:

Out-of-Town Staff Travel Cost: \$0.00
 Out-of-Town Staff Travel Cost Per Child: \$0.00

10. Food and Nutrition:

Most agencies spend less than \$2.50 per child per day for food and nutrition costs in addition to USDA funds. If this agency spends more, check that the agency is making full use of USDA funds:

Food and Nutrition Cost (from Budget): \$49,859.52
 Food and Nutrition Cost Per Child Per Day: \$1.23

11. Content Area Experts:

Agency has content area experts for the following functions:

Education: Yes
 Health: Yes
 Nutrition: Yes
 Family and Community Partnerships: Yes
 Disability Services: Yes

12. Case Loads:

The national average for Family Workers' case loads is 47. For Home Visitors, case loads are typically between 8 and 10:

Family and Community Partnership Staff Case Load: 26.87
 Home Visitor Case Load: 0.00

13. USDA Funding:

USDA should pay for at least 80% of cooks, children's food, and food supply costs. For this agency:
 USDA Funding and Food and Nutrition Cost: \$221,859.52
 USDA Funding as a percentage of above: 77.53%

Exhibit B
Data 11 of 24

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

The following budget line items show administrative costs:

PERSONNEL: Program Design and Management Personnel

| Description | Admin Costs | Number of Staff | Admin Costs (% Total Budget) |
|---|-------------|-----------------|------------------------------|
| 13 Head Start / Early Head Start Director | \$26,085.50 | 1.00 | 1.31% |
| 16 Clerical Personnel | \$19,344.00 | 1.00 | 0.97% |

FRINGE BENEFITS

| Description | Admin Costs | Number of Staff | Admin Costs (% Total Budget) |
|--|-------------|-----------------|------------------------------|
| 1 Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI) | \$3,748.74 | 0.00 | 0.19% |
| 2 Health / Dental / Life Insurance | \$4,496.14 | 0.00 | 0.23% |
| 3 Retirement | \$1,913.73 | 0.00 | 0.10% |
| 4 Life Insurance | \$145.58 | 0.00 | 0.01% |

SUPPLIES

| Description | Admin Costs | Number of Staff | Admin Costs (% Total Budget) |
|-------------------|-------------|-----------------|------------------------------|
| 1 Office Supplies | \$3,000.00 | 0.00 | 0.15% |

OTHER

| Description | Admin Costs | Number of Staff | Admin Costs (% Total Budget) |
|---|-------------|-----------------|------------------------------|
| 1 Depreciation / Use Allowance | \$870.05 | 0.00 | 0.04% |
| 2 Rent | \$2,750.00 | 0.00 | 0.14% |
| 4 Utilities, Telephone | \$1,701.40 | 0.00 | 0.09% |
| 5 Building and Child Liability Insurance | \$1,425.00 | 0.00 | 0.07% |
| 6 Building Maintenance / Repair and Other Occupancy | \$100.00 | 0.00 | 0.01% |

Exhibit B of 14

GABI - Detail Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011



The following budget line items show administrative costs:

| Description | Admin Costs | Number of Staff | Admin Costs (% Total Budget) |
|--|-------------|-----------------|------------------------------|
| 15 Publications / Advertising / Printing | \$500.00 | 0.00 | 0.03% |

INDIRECT COSTS

| Description | Admin Costs | Number of Staff | Admin Costs (% Total Budget) |
|------------------|--------------|-----------------|------------------------------|
| 1 Indirect Costs | \$218,006.00 | 0.00 | 10.94% |



Exhibit B

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

| | | | | | |
|--------------------|-----|--------------------------------|----|--------------------------|-----|
| Center-based (CB): | 259 | Combination Program (CO): | 11 | Family Child Care (FCC): | 0 |
| Home-based (HB): | 0 | Locally Designed Program (LD): | 0 | Total Enrollment: | 270 |
| | | | | Pregnant Women: | 0 |

| Program Option | 2. Funded enrollment | 3a. Number of classes / groups / family child care settings | 3b. Double session? | 4. Number of hours of classes / groups / FCC settings per child, per day | 5. Number of days of classes / groups / FCC settings per child, per week | 6. Number of days of classes / groups / FCC settings per child, per year | 7. Number of home visits per child, per year | 8. Number of hours per home visit | 9. Number of home visits per child, per year (HB only) | 10. Number of hours per home visit (HB only) | 11. Number of hours per home-based socialization experience (HB only) | 12. Number of home-based socialization experiences per child, per year (HB only) |
|---------------------|-------------------------|--|------------------------|---|---|---|---|--------------------------------------|---|---|--|---|
| Center-based | 53 | 16 | No | 6 | 5 | 238 | 2 | 1.5 | 0 | 0 | 0 | 0 |
| Center-based | 80 | 20 | No | 3.5 | 4 | 133 | 2 | 1.5 | 0 | 0 | 0 | 0 |
| Center-based | 126 | 16 | Yes | 3.5 | 4 | 133 | 2 | 1.5 | 0 | 0 | 0 | 0 |
| Combination Program | 11 | 11 | No | 3.5 | 1 | 34 | 24 | 1.5 | 0 | 0 | 0 | 0 |

Exhibit
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 8

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

PERSONNEL: Child Health and Developmental Services Personnel

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|---|----------------------------|--|--------------------------------------|---------------------|
| 1 Program Managers and Content Area Experts | \$64,887 | \$0 | \$65,106 | 7.00 |
| 2 Teachers / Infant Toddler Teachers | \$358,243 | \$0 | \$14,592 | 15.00 |
| 5 Teacher Aides and Other Education Personnel | \$306,865 | \$0 | \$27,430 | 19.00 |
| 6 Health / Mental Health Services Personnel | \$16,416 | \$0 | \$0 | 1.00 |
| 8 Nutrition Services Personnel | \$17,074 | \$0 | \$0 | 1.00 |
| 9 Education Supervisor | \$12,164 | \$0 | \$24,328 | 1.00 |
| PERSONNEL: Child Health and Developmental Services Personnel Sub-Total | \$775,649 | \$0 | \$131,456 | 44.00 |

PERSONNEL: Family and Community Partnerships Personnel

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|---|----------------------------|--|--------------------------------------|---------------------|
| 10 Program Managers and Content Area Experts | \$21,902 | \$0 | \$0 | 1.00 |
| 11 Family Service Workers | \$132,292 | \$0 | \$52,492 | 9.00 |
| PERSONNEL: Family and Community Partnerships Personnel Sub-Total | \$154,194 | \$0 | \$52,492 | 10.00 |

PERSONNEL: Program Design and Management Personnel

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|---|----------------------------|--|--------------------------------------|---------------------|
| 13 Head Start / Early Head Start Director | \$37,265 | \$0 | \$0 | 1.00 |
| 16 Clerical Personnel | \$19,344 | \$0 | \$0 | 1.00 |
| PERSONNEL: Program Design and Management Personnel Sub-Total | \$56,609 | \$0 | \$0 | 2.00 |
| PERSONNEL Total | \$986,452 | \$0 | \$183,948 | 56.00 |

FRINGE BENEFITS

Exhibit 27

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|--|----------------------------|--|--------------------------------------|---------------------|
| 1 Social Security (FICA), State Disability, Unemployment (FUTA), Worker's Compensation, State Unemployment Insurance (SUI) | \$96,617 | \$0 | \$0 | 0.00 |
| 2 Health / Dental / Life Insurance | \$115,880 | \$0 | \$0 | 0.00 |
| 3 Retirement | \$49,323 | \$0 | \$0 | 0.00 |
| 4 Life Insurance | \$3,752 | \$0 | \$0 | 0.00 |
| FRINGE BENEFITS Total | \$265,572 | \$0 | \$0 | 0.00 |

SUPPLIES

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|--------------------------------------|----------------------------|--|--------------------------------------|---------------------|
| 1 Office Supplies | \$7,000 | \$0 | \$5,000 | 0.00 |
| 2 Child and Family Services Supplies | \$8,022 | \$0 | \$6,000 | 0.00 |
| 3 Food Services Supplies | \$2,000 | \$0 | \$2,000 | 0.00 |
| 4 Janitorial, health, disabilities | \$7,000 | \$0 | \$4,263 | 0.00 |
| SUPPLIES Total | \$24,022 | \$0 | \$17,263 | 0.00 |

CONTRACTUAL

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|---|----------------------------|--|--------------------------------------|---------------------|
| 1 Administrative Services (e.g., Legal, Accounting) | \$0 | \$0 | \$0 | 0.00 |
| 8 Janitorial | \$13,000 | \$0 | \$34,363 | 0.00 |
| CONTRACTUAL Total | \$13,000 | \$0 | \$34,363 | 0.00 |

OTHER

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|--------------------------------|----------------------------|--|--------------------------------------|---------------------|
| 1 Depreciation / Use Allowance | \$0 | \$0 | \$17,401 | 0.00 |
| 2 Rent | \$55,000 | \$0 | \$0 | 0.00 |

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|---|----------------------------|--|--------------------------------------|---------------------|
| 4 Utilities, Telephone | \$14,000 | \$0 | \$20,028 | 0.00 |
| 5 Building and Child Liability Insurance | \$0 | \$0 | \$28,500 | 0.00 |
| 6 Building Maintenance / Repair and Other Occupancy | \$2,000 | \$0 | \$0 | 0.00 |
| 8 Local Travel | \$2,300 | \$0 | \$0 | 0.00 |
| 9 Nutrition Services | \$0 | \$0 | \$22,020 | 0.00 |
| 11 Volunteers | \$0 | \$0 | \$70,190 | 0.00 |
| 13 Parent Services | \$5,000 | \$0 | \$2,000 | 0.00 |
| 15 Publications / Advertising / Printing | \$2,000 | \$0 | \$0 | 0.00 |
| 16 Training or Staff Development | \$0 | \$4,500 | \$3,000 | 0.00 |
| 17 Children's Activities | \$3,000 | \$0 | \$0 | 0.00 |
| OTHER Total | \$83,300 | \$4,500 | \$163,139 | 0.00 |

DIRECT COSTS

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|---------------------------|----------------------------|--|--------------------------------------|---------------------|
| DIRECT COSTS Total | \$1,372,346 | \$4,500 | \$398,713 | 56.00 |

INDIRECT COSTS

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|-----------------------------|----------------------------|--|--------------------------------------|---------------------|
| 1 Indirect Costs | \$218,006 | \$0 | \$0 | 0.00 |
| INDIRECT COSTS Total | \$218,006 | \$0 | \$0 | 0.00 |

| Line Item Description | Cost for Program Operation | Cost for Training and Technical Assistance | Non-Federal Share (Cash and in-kind) | Number of Employees |
|-----------------------|----------------------------|--|--------------------------------------|---------------------|
| | | | | |

Exhibit B

GABI - Grant Application Report

Grant / Delegate No: 08CH0119 / 005 Agency Name: Catholic Charities of the Archdiocese of Denver
 Program Type: Head Start Application Type: Basic State: CO Fiscal Year: 2010 Budget Period: 07/01/2010 to 06/30/2011

Other Funding Source

| | | |
|---|----------------------------|-------------------------|
| FEDERAL FUNDING | | |
| 1. Federal Child Development and Child Care Funds | | \$0 |
| 2. USDA Funds for Nutrition Services | | \$172,000 |
| 3. Other Federal Funding | (|) \$0 |
| STATE FUNDING | | |
| 5. Other State Funding | (|) \$0 |
| 4. State Preschool Programs | | \$132,210 |
| LOCAL FUNDING | | |
| 6. School District Funding | | \$0 |
| 7. Other Local Government Funding | (Denver Preschool Program |) \$275,000 |
| OTHER FUNDING | | |
| 8. Tribal Government Funding | | \$0 |
| 9. Fundraising Activities | | \$0 |
| 10. Other | (|) \$0 |
| | | Total: \$579,210 |

Exhibit 10 of 20

Catholic Charities Non-Federal Share Budget Narrative: 2009-2010

| Description | Amount | Category |
|--|-----------|-------------|
| Salaries – a percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, part of the HS education staff and Family Service Worker’s salaries paid for by other funding sources | \$183,948 | PERSONNEL |
| Office Supplies- used to supply offices for staff not covered by operating budget | \$5,000 | 1 Supplies |
| Child and Family Supplies-will supply sites with consumable education supplies and furnishings | \$6,000 | 2 Supplies |
| Food Service Supply- This line includes kitchen supplies for 13 classrooms. | \$2,000 | 3 Supplies |
| Other Supply- includes janitorial supplies | \$4,263 | 4 Supplies |
| Janitor Contracts for large sites based on number of HS children | \$34,363 | Contractual |
| Depreciation-percentage of the depreciation for Margery Reed (1128 28th Street) based on numbers of Head Start children. | \$17,401 | Other |
| Utilities, Telephone- telephone, fax, DSL lines and utilities. A large percentage of these costs are incurred at Margery Reed and The Child Development Center and paid for by other funding sources. | \$20,028 | Other |
| Building and Child Liability Insurance | \$28,500 | Other |
| Parent Services: Funds from other cash sources to support parent activities. | \$2,000 | Other |
| Nutrition Services: A percentage of the estimate of costs incurred in providing teacher meals so that they may sit and eat with children per regulations | \$22,020 | Other |
| Volunteers: Volunteer rate for Policy Council is \$47.08 and we have 15 members and meet for 2 hours, 12 times a year = \$16,949. The rate for teacher assistants is \$13.05 per hour and we estimate that parents and community members will spend 3,702 hours volunteering = \$48,311. Community members’ rate depends on the services they offer. The rate for the Health Advisory is \$41.85 and we included \$4,930 for these volunteers. | \$70,190 | Other |
| Training and Staff Development Funds provided by collaborating partners to provide training | \$3,000 | Other |
| Total | \$398,713 | |

| Catholic Charities Budget Narrative: 2010-2011 | | |
|---|-----------|---------------------|
| Description | Amount | Category |
| Salaries – 56 employees total | \$986,452 | PERSONNEL |
| Benefits: All salaries billed will be based on actual timesheets. | \$265,572 | PERSONNEL FRINGE |
| Office Supplies- used to furnish supplies for offices, eight Family Service Workers offices, teacher offices, and 4 administrative offices. | \$7,000 | 1 Supplies |
| Child and Family Supplies-will supply sites with educational materials. | \$8,022 | 2 Supplies |
| Food Service Supply- This line furnishes the 13 classrooms with food service supplies | \$2,000 | 3 Supplies |
| Other Supply- includes janitorial supplies, health supplies, and supplies for children with disabilities | \$7,000 | 4 Supplies |
| Janitor Contracts for Kentucky, Little Munchkins, & Garfield | \$13,000 | Contractual |
| Rent: Catholic Charities does not rent space from the Grantee. Little Munchkins Head Start, Garfield Head Start, and Kentucky Head Start are all owned by Denver Housing authority and the combined rent is \$21,000 per year. Mi Segunda Casa Head Start is owned by the First Memorial Church and the rent is \$9,900 per year. Lenore B. Quick Head Start is owned by the Archdiocese of Denver and the rent is \$7,200 and an additional \$1,536 for trash pick-up. Catholic Charities Head Start at St. Rose of Lima is also owned by the Archdiocese of Denver and the rent is \$14,443 per year. The total is \$54,336. We will be relocating our center at St. Rose of Lima so this is an estimate for the future site. | \$55,000 | Other |
| Utilities, Telephone- telephone, fax, DSL lines and utilities, based on historical data. | \$14,000 | Other |
| Building Maintenance and repair | \$2,000 | Other |
| Local Travel-mileage reimbursement for staff, based on historical data. | \$2,300 | Other |
| Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our eight sites hold parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation. | \$5,000 | Other |
| Publications/Advertising/Printing – includes printing of education and health forms. | \$2,000 | Other |
| Training and Staff Development (T & TA Funds) See training plan | \$4,500 | Other |
| Other- Children's activities | \$3,000 | Other |

| | | |
|---|-------------|----------------|
| Indirect Costs: Catholic Charities' indirect cost rate is 22.1% (letter attached) | \$218,006 | Indirect Costs |
| Total | \$1,594,852 | |

NONPROFIT RATE AGREEMENT

EIN #:

DATE: March 24, 2009

ORGANIZATION:
Catholic Charities of Denver
4045 Pecos Street

FILING REF.: The preceding
Agreement was dated
January 11, 2008

Denver

CO 80211

The rates approved in this agreement are for use on grants, contracts and other agreements with the Federal Government, subject to the conditions in Section III.

SECTION I: INDIRECT COST RATES*
RATE TYPES: FIXD FINAL PROV. (PROVISIONAL) PRED. (PREDETERMINED)

| TYPE | EFFECTIVE PERIOD | | RATE(%) | LOCATIONS | APPLICABLE TO |
|-------|------------------|----------|---------|-----------|---------------|
| | FROM | TO | | | |
| FINAL | 07/01/07 | 06/30/08 | 24.8 | All | (1) |
| FINAL | 07/01/07 | 06/30/08 | 22.1 | All | Head Start |
| PROV. | 07/01/08 | 06/30/10 | 24.8 | All | (1) |
| PROV. | 07/01/08 | 06/30/10 | 22.1 | All | Head Start |

(1) All programs except Head Start.

*BASE:
Direct salaries and wages excluding all fringe benefits.

ORGANIZATION:
Catholic Charities of Denver

AGREEMENT DATE: March 24, 2009

SECTION II: SPECIAL REMARKS

TREATMENT OF FRINGE BENEFITS:

This organization charges the actual cost of each fringe benefit direct to Federal projects. However, it uses a fringe benefit rate which is applied to salaries and wages in budgeting fringe benefit costs under project proposals. The fringe benefits listed below are treated as direct costs.

TREATMENT OF PAID ABSENCES:

Vacation, holiday, sick leave pay and other paid absences are included in salaries and wages and are claimed on grants, contracts and other agreements as part of the normal cost for salaries and wages. Separate claims for the costs of these paid absences are not made.

DEFINITION OF EQUIPMENT

Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.

The following fringe benefits are treated as direct costs:
FICA, WORKER'S COMPENSATION, SUI, HEALTH/LIFE AND DISABILITY INSURANCE, RETIREMENT PLAN, AND EMPLOYEE ASSISTANCE PROGRAM.

The Head Start indirect cost rate has been negotiated in compliance with the Administration for Children and Families (ACF) Program Instruction (ACYF-PI-HS-05-01) dated March 2, 2005, which requires that Head Start Funds and/or non-federal funds used as a matching share for the Head Start/Early Head Start Program shall not be used to pay total compensation of any individual either as a direct cost or any pro-ration as an indirect cost at a rate in excess of Executive Level II. As of January 2008, the rate of compensation for an Executive Level II is \$172,200 per year. In addition, the Head Start indirect cost rate has been negotiated in compliance with ACF Program Instruction ACF-PI-HS-08-03 (Grant Year 2009) dated May 12, 2008.

ORGANIZATION:
Catholic Charities of Denver

AGREEMENT DATE: March 24, 2009

SECTION III. GENERAL

A. LIMITATIONS:

The rates in this Agreement are subject to any statutory or administrative limitations and apply to a given grant, contract or other agreement only to the extent that funds are available. Acceptance of the rates is subject to the following conditions:
(1) Only costs incurred by the organization were included in its indirect cost pool as finally accepted; such costs are legal obligations of the organization and are allowable under the governing cost principles; (2) The same costs that have been treated as indirect costs are not claimed as direct costs; (3) Similar types of costs have been accorded consistent accounting treatment; and (4) The information provided by the organization which was used to establish the rates is not later found to be materially incomplete or inaccurate by the Federal Government. In such situations the rate(s) would be subject to renegotiation at the discretion of the Federal Government.

B. ACCOUNTING CHANGES:

This Agreement is based on the accounting system purported by the organization to be in effect during the Agreement period. Changes to the method of accounting for costs which affect the amount of reimbursement resulting from the use of this Agreement require prior approval of the authorized representative of the cognate agency. Such changes include, but are not limited to, changes in the charging of a particular type of cost from indirect to direct. Failure to obtain approval may result in cost disallowance.

C. FIXED RATES:

If a fixed rate is in this Agreement, it is based on an estimate of the costs for the period covered by the rate. When the actual costs for this period are determined, an adjustment will be made to a rate of a future year(s) to compensate for the difference between the costs used to establish the fixed rate and actual costs.

D. USE BY OTHER FEDERAL AGENCIES:

The rates in this Agreement were approved in accordance with the authority in Office of Management and Budget Circular A-132 Circular, and should be applied to grants, contracts and other agreements covered by this Circular, subject to any limitations in A above. The organization may provide copies of the Agreement to other Federal Agencies to give them early notification of the Agreement.

BY THE ORGANIZATION:
Catholic Charities of Denver

(ORGANIZATION)



(SIGNATURE)

Stephen Carattini

(NAME)

Interim CEO / President

(TITLE)

4/3/2009

(DATE)

(3)

ON BEHALF OF THE FEDERAL GOVERNMENT:

DEPARTMENT OF HEALTH AND HUMAN SERVICES

(AGENCY)



(SIGNATURE)

Wallace Chan

(NAME)

DIRECTOR, DIVISION OF COST ALLOCATION

(TITLE)

MARCH 24, 2009

(DATE)

THE REPRESENTATIVE: Kitty Unti

Telephone: (415) 437-7820

Catholic Charities

July 2010

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
|-----------------------------------|----------|---------|---|--------------|--|----------|---|
| U.S. Federal Holidays are in Red. | | | | Canada Day 1 | 2 | 3 | |
| Independence Day 4 | Closed 5 | 6 | 7 | 8 | 9 | 10 | |
| 11 | 12 | 13 | 14 | 15 | 16 Full day closure Staff training | 17 | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | |
| ← | | | Http://www.Printfree.com | | | | → |

| August 2010 | | | | | | | |
|-------------|--|--------------------------------------|---|----------|--------|---|---|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 | |
| 15 | Part Day 16 F5Ws return to work | 17 | 18 | 19 | 20 | 21 | |
| 22 | Part Day 23 Education staff return to work. | 24 | 25 | 26 | 27 | 28 | |
| 29 | PreService 30 all sites closed | PreService 31 all sites closed | PreService all sites closed. | | | U.S. Federal Holidays are in Red. | |
| ← | | | Http://www.Printfree.com | | | | → |

September 2010

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-----------------------------------|----------------------------|--|-----------|---|---|----------|
| U.S. Federal Holidays are in Red. | | | 1 | 2 | 3 | 4 |
| 5 | Labor Day <i>Closed</i> | 6 <i>First day of school children return - Paul You Sites</i> | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 <i>Full Day closure staff training</i> | 18 |
| Grandparents Day | | | | 22 | 23 Fall Begins | 24 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |
| | | | | Http://www.Printfree.com | | |

October 2010

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
|---|--|---------|-----------|---|---|----------|---|
| | | | | | 1 | 2 | |
| U.S. Federal Holidays are in Red. | | | | | | | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| 10 | 11 Columbus Day Thanksgiving Canada | 12 | 13 | 14 | 15 <i>Full Day closure- staff training</i> | 16 | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | |
| 31 Halloween | | | | | | | |
| ← | | | | Http://www.Printfree.com | | | → |

| November 2010 | | | | | | | |
|--|--------|---------|-----------|---|-----------------------------------|---|---|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
| | 1 | 2 | 3 | 4 | 5 | 6 | |
| 7 End Daylight Saving Fall Back | 8 | 9 | 10 | 11 Veteran's Day | 12 | 13 | |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | |
| 21 | 22 | 23 | 24 | 25 Thanksgiving <i>All sites closed</i> | 26 <i>All sites closed</i> | 27 | |
| 28 30 | 29 | 30 | | | | U.S. Federal Holidays are in Red. | |
| ← | | | | Http://www.Printfree.com | | | → |

Exhibit 2
Page 6 of 12

| December 2010 | | | | | | | |
|-----------------------------------|---|------------------|---|----------|----------------------------------|--------------|---|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
| U.S. Federal Holidays are in Red. | | | Hanukkah Begins at Sundown 1 | 2 | 3 | 4 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | |
| 19 | HS - Part Year - Winter Break closed 20 | Winter Begins 21 | 22 | 23 | All Sites closed Winter break 24 | Christmas 25 | |
| 26 | 27 | 28 | 29 | 30 | 31 | | |
| Boxing Day Kwanzaa | All sites closed | | | | | | |
| ← | | | http://www.Printfree.com | | | | → |

| January 2011 | | | | | | | |
|---|---|---------|-----------|--------------------------|---|------------------------|---|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
| U.S. Federal Holidays are in Red. | | | | | | 1 New Year's Day | |
| 2 | <i>All Sites Return From Break</i> 3 | 4 | 5 | 6 | 7 | 8 | |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 | |
| 16 | 17 Martin Luther King Jr. Day <i>Closed</i> | 18 | 19 | 20 | 21 <i>All sites closure staff training</i> | 22 | |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 | |
| 30 | 31 | | | | | | |
| ← | | | | http://www.Printfree.com | | | → |

Exhibit C
Page 8 of 12

| February 2011 | | | | | | | | |
|-----------------------------------|-----------------------|---------|---|----------|--|----------|---|--|
| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | | |
| U.S. Federal Holidays are in Red. | | 1 | 2 | 3 | 4 | 5 | | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | | |
| 13 | 14 Valentine's Day | 15 | 16 | 17 | 18 <i>February 18 All staff training All Sites Closed</i> | 19 | | |
| 20 | 21 Presidents' Day | 22 | 23 | 24 | 25 | 26 | | |
| 27 | 28 | | | | | | | |
| ← | | | Http://www.Printfree.com | | | | → | |

March 2011

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---------------------------------------|----------------------------------|---------|---|-------------------|----------------------------------|----------|
| U.S. Federal Holidays are in Red. | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| Daylight Saving Begins Spring Forward | 14 | 15 | 16 | St. Patrick's Day | All Sites closed: staff training | 19 |
| Spring Begins | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | Part Year HS closed Spring Break | 29 | 30 | 31 | | |
| ← | | | Http://www.Printfree.com | | | → |

April 2011

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | |
|---|----------------------------|---------|-----------|---|--|----------|---|
| U.S. Federal Holidays are in Red. | | | | | 1 | 2 | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | |
| 10 | 11 | 12 | 13 | 14 | All sites closed - Staff training | 15 16 | |
| 17 | 18 | 19 | 20 | 21 | 22 Good Friday | 23 | |
| Easter 24 | Easter Monday 25 | 26 | 27 | 28 | 29 | 30 | |
| ← | | | | Http://www.Printfree.com | | | → |

May 2011

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-------------------|-------------------------------------|---|-----------|---|--|-----------------------------------|
| 1 | 2 | 3 | 4 | 5 Cinco De Mayo | 6 | 7 |
| 8 Mother's Day | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 <i>PY-HS last day for children</i> | 20 <i>All Sites closed - Staff training</i> | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 Memorial Day <i>Closed</i> | 31 <i>PY HS - last day for staff</i> | | | | U.S. Federal Holidays are in Red. |
| | | | | Http://www.Print.free.com | | |

Exhibit 2
Page 11 of 12

June 2011

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|-----------------------|--------|------------------------|-----------|---|--|---|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 Flag Day | 15 | 16 | 17 <i>All Sites closed - staff training</i> | 18 |
| 19 Father's Day | 20 | 21 Summer Begins | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | U.S. Federal Holidays are in Red. |
| ← | | | | Http://www.Printfree.com | | → |

DENVER'S GREAT KIDS HEAD START
PROGRAM YEAR 14 REPORT SCHEDULE



Contract Documents

| Report Name | Due Date | Report Description |
|--|----------------------|---|
| Budget Projection | With signed contract | Month by month spending forecast by designated categories |
| Bidder/Contractor/Vendor/ Proposer Disclosure | With signed contract | Disclosure of contributions of officers, directors, owners or principals. |

Administrative Reports to be submitted to the DGKHS Director by Delegate Agency

| Report Name | Due Date | Report Description |
|---|--|--|
| Self Assessment | January 29, 2011 | Self Assessment plan, findings, analysis, and action plans |
| Detailed Program Narrative for PY14 | January 29, 2011 | ACF Grant application with Grantee special instructions |
| Policy Committee/Council Members Roster | When replacements occur, upon elections | Policy Committee/Council Representatives and Alternates |
| Policy Committee/Council Minutes | Last business day of month following meeting | Approved Policy Committee/Council monthly minutes |

DENVER'S GREAT KIDS HEAD START
PROGRAM YEAR 14 REPORT SCHEDULE



Family Services Reports to be submitted to the DGKHS Family Services Administrator by Delegate Agency

| Report Name | Due Date | Report Description |
|---|--|---|
| Policy Committee/Council Members Roster | On-going; when replacements occur; upon elections | Policy Committee/Council Representatives and Alternates |
| Policy Committee/Council Minutes | Last business day of month following meeting | Approved Policy Committee/Council monthly minutes |
| Policy Council Delegate Report | On the 5 th day of each month by close of business day. If the 5 th is a holiday or weekend, report shall be due the Friday prior. | Form to be provided by Grantee Family Services Administrator |
| Program Information Report (PIR) | August 15, 2010 | Annual ACF Report |
| Head Start Data for Management Information System | On the 5 th day of each month by close of business day. If the 5 th day is a holiday and/or weekend, report shall be due the Friday prior. | Fields required but not limited to the following: Delegate Agency and Center Enrollment Date First Date of Service Program Option Child's Enrollment Status Child's Full Name Child's Birth Date Child's Gender Child's Ethnicity Child's Race Parent(s) Full Name Family Type: One parent, Two parents, etc. Family Partnership Process: FPA status and follow up status. Family Service Worker's Name |

Education Reports to be submitted to the DGKHS Education Administrator by Delegate Agency

| Report Name | Due Date | Report Description |
|-----------------------------------|--|---|
| Teacher Qualifications Report | September 25, 2010 January 29, 2011 | Report education levels of teaching staff. |
| Training/Staff Development Report | September 1, 2009 | Training topics and number of hours |
| Child Assessments | October 30, 2010 February 26, 2011 June 25, 2011 | Child outcomes information |
| Pedestrian Safety Training | Not later than September 15, 2010 | Report dated 30 days after enrollment date. |

DENVER'S GREAT KIDS HEAD START
PROGRAM YEAR 14 REPORT SCHEDULE



Financial Reports to be submitted to DGKHS Chief Fiscal Officer by Delegate Agency

| Report Name | Due Date | Report Description |
|--------------------------------------|---|---|
| Personnel | Last business day of October, January, April and July | Report of all Head Start staff and percentage/amount salary/fringe, most recent performance evaluation date |
| Variance Report | Last business day of each month for previous month Exception: December report due January 15, 2011 | Variance Report includes spending categories of federal and non-federal shares, annual budget, budget and expenses for month reported, variances between budget for month reported and expenses for month reported, dollar and percent variances and corresponding year-to-date information. Include payrolls, general ledgers, invoices over \$1,000 charged to Head Start |
| USDA Reimbursement Report | Last business day of October, January, April and July | Report of reimbursement from USDA for Head Start children only |
| Administrative and Development Costs | Last business day of October, January, April and July | Report by category of all administrative and development costs |
| Program Budget (PY13) | February 5, 2011 | Copy and diskette of Program Year 14 budget prepared in GABI |
| Single Audit Report | Within four months of end of the prior budget period | Single Audit Report including management letter and corrective actions if applicable |
| Inventory Report | July 30, 2010 | Listing of equipment purchased with Head Start funds |
| Certificate of Insurance | July 30, 2010 | Accord Insurance form designating appropriate insurance coverage |

Administrative Reports prepared for Delegate Agency by DGKHS

| Report Name | Due Date | Report Description |
|----------------------------------|--|--|
| Monitoring Reports/Action Plans | Ongoing | Action Plans |
| Program Design Management Report | Last business day of August, January and April | Prepared by DGKHS staff for Delegate Agencies that may include status of agency reporting to DGKHS in the areas of administration, education, family services, finance, disabilities |
| Family Services Report | Monthly-Head Start Management Team meetings | Aggregate information regarding attendance, enrollment, and family partnership agreement status |
| Policy Council minutes | Last business day of month following meeting | Approved Policy Council minutes in English and Spanish |



ARCHDIOCESE OF DENVER
RISK MANAGEMENT PROPERTY CASUALTY INSURANCE TRUST

May 19, 2010

City and County of Denver
Attn: Manager, Denver Department of Human Services
1200 Federal Blvd
Denver, CO 80204-3221

RE: Agreement for Head Start Services for Program Year 2010-2011
Contract GE00330

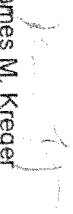
We recently received a request for an insurance certificate regarding Catholic Charities & Community Services' agreement with the City and County of Denver to provide Head Start services for the period July 1 – December 31, 2010.

Currently, we are in the process of renewing our insurance coverage, which expires 07/01/2010. Until the renewal process is complete, we are unable to issue a certificate for the time period you request.

However, attached is a copy of our current certificate. You will be provided a renewal certificate for the 2010/2011 policy year as soon as it is available and prior to the August 1, 2010 date set forth in 14.A.(2) of said agreement.

I trust this will satisfy your requirements. Should you have any questions, please don't hesitate to contact me.

Regards,


James M. Kregler
Director, Office of Risk Management

JMK:mlw
Encl.

cc: Chuck Sullivan, Catholic Charities & Community Services

1300 South Steele Street • Denver, Colorado 80210
Phone: 303-715-3150 • Fax: 303-715-2041

Exhibit _____

E

Certificate of Coverage

Date: 8/18/2009

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

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.

Covered Location
 Catholic Charities
 4045 Pecos Street
 Denver, CO 80211

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 | |
|-------------------|--------------------|-------------------------|--------------------------|----------------------------|-------------------|
| | | | | Real & Personal Property | General Aggregate |
| Property | | | | Real & Personal Property | |
| | | | | General Aggregate | 2,000,000 |
| | | | | Products-Comp/OP Age | 2,000,000 |
| | | | | Personal & Adv Injury | 1,000,000 |
| | | | | Each Occurrence | 1,000,000 |
| General Liability | 8858 | 7/1/2009 | 7/1/2010 | Fire Damage (Any one fire) | |
| | | | | Med Exp (Any one person) | |
| | | | | Each Occurrence | 500,000 |
| Excess Liability | 8858 | 7/1/2009 | 7/1/2010 | Each Occurrence | 500,000 |
| Other | | | | Each Occurrence | |

Description of Operations/Activities/Vehicles/Special Items

Coverage only extends for claims arising out of Catholic Charities in receipt of grant funds from the City and County of Denver for the Head Start Program 2009/2010, for the term of the certificate. Professional Liability Coverage does not apply for the scope of contract services. However, Counseling E&O Coverage extends to the services being provided in the contract. Sexual Misconduct Coverage of \$1,000,000 (claims made coverage) is verified for Catholic Charities, however the City and County of Denver is not an additional protected person(s) under the Sexual Misconduct Coverage. CMRS Excess Auto \$500,000 xs \$500,000.

Holder of Certificate

Cancellation

Additional Protected Person(s)
 City and County of Denver, its elected and appointed officials,
 employees and volunteers

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 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.

0018002808

Authorized Representative

Joseph T. Buerger

Exhibit E

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement 7/1/2009 Charge _____ Credit _____
Cancellation Date of Endorsement 7/1/2010
Certificate Holder Archdiocese of Denver
1300 S. Steele Street
Denver, CO 80210

Certificate No. 8858 of The Catholic Mutual Relief Society is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

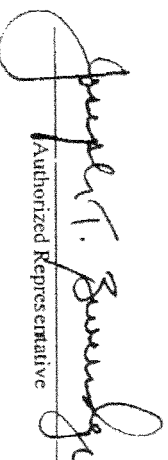
It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability, Coverage F - Medical Payments to Others and Coverage H - Counseling Errors and Omissions) is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the Protected Person(s) activities or activities they perform on behalf of the Protected Person(s).

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the Additional Protected Person(s) will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

City and County of Denver, its elected and appointed officials, employees and volunteers

Remarks: Coverage only extends for claims arising out of Catholic Charities in receipt of grant funds from the City and County of Denver for the Head Start Program 2009/2010, for the term of the certificate. Professional Liability Coverage does not apply for the scope of contract services. However, Counseling E&O Coverage extends to the services being provided in the contract. Sexual Misconduct Coverage of \$1,000,000 (claims made coverage) is verified for Catholic Charities; however the City and County of Denver is not an additional protected person(s) under the Sexual Misconduct Coverage. CMRS Excess Auto \$500,000 xs \$500,000.


Authorized Representative

PK-S-122 (1-99)

Exhibit E



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/18/2009

PRODUCER
C.M.G. AGENCY, INC
10843 Old Mill Rd
Omaha, NE 68154
402-551-8765

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION. ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Archdiocese of Denver

INSURERS AFFORDING COVERAGE

NAIC#

1300 South Steele Street

INSURER A: Preferred Professional Ins. Co

Denver, CO 80210-2599

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

| TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|--|---------------|------------------------------------|-------------------------------------|--|-----------------------|
| | | | | EACH OCCURRENCE | COMBINED SINGLE LIMIT |
| GENERAL LIABILITY | | | | \$ | |
| COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea. occurrence) | \$ |
| CLAIMSMADE | | | | MED EXP (Any one person) | \$ |
| OCCUR | | | | PERSONAL & ADV INJURY | \$ |
| | | | | GENERAL AGGREGATE | \$ |
| AGENT AGGREGATE LIMIT APPLIES PER POLICY | | | | PRODUCTS - COLL/OP AGG | \$ |
| AUTOMOBILE LIABILITY | | | | COMBINED SINGLE LIMIT (Ea. accident) | \$ 500,000 |
| ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| HIRE OWNED AUTOS | | | | AUTO ONLY - EA ACCIDENT | \$ |
| NON-OWNED AUTOS | | | | OTHER THAN AUTO ONLY | \$ |
| | | | | AGG | \$ |
| | | | | EACH OCCURRENCE | \$ |
| | | | | AGGREGATE | \$ |
| | | | | WC STATU-TORY LIMITS | \$ |
| | | | | EL EACH ACCIDENT | \$ |
| | | | | EL DISEASE - EA EMPLOYEE | \$ |
| | | | | EL DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Coverage only extends for claims arising out of Catholic Charities in receipt of grant funds from the city and county of Denver for the Head Start program 2009/2010, for the term of the certificate.

| | |
|---------------------------|---|
| CERTIFICATE HOLDER | Additional Insured Catholic Charities 4045 Pecos St Denver, CO 80211 |
| CANCELLATION | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND FOR MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. |
| AUTHORIZED REPRESENTATIVE | <i>[Signature]</i> |

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The ACORD name and logo are registered marks of ACORD

Exhibit E

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/18/09

PRODUCER
Arthur J. Gallagher Risk Management Services, Inc.
1-303-773-9999

6399 S. Fiddlers Green Cir
Suite 200
Greenwood Village, CO 80111

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Insured
Archdiocese of Denver
1300 S. Steele Street
Denver, CO 80210-2599

INSURER A PINNACOL ASSUR

41190

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

| INSR ADD'L LTR INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | |
|---|---|---------------|------------------------------------|-------------------------------------|---|-------------------------------------|
| | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (EA occurrence) | COMBINED SINGLE LIMIT (EA accident) |
| | GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR | | | | \$ | \$ |
| | GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC. | | | | \$ | \$ |
| | AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS | | | | \$ | \$ |
| | GARAGE LIABILITY ANY AUTO | | | | \$ | \$ |
| | EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE | | | | \$ | \$ |
| | DEDUCTIBLE | | | | \$ | \$ |
| | RETENTION \$ | | | | \$ | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED If yes, describe under SPECIAL PROVISIONS below OTHER | 4083045 | 07/01/09 | 07/01/10 | <input checked="" type="checkbox"/> WC STATUTE LIMITS EL DISEASE - EA EMPLOYEE | \$1,000,000 \$1,000,000 |
| DESCRIPTION OF OPERATIONS, LOCATIONS, VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS As respects Catholic Charities & Community Services, Contact GE90469 with the City and County of Denver to provide Head Start services from July 1, 2009 ? June 30, 2010 | | | | | | |

CERTIFICATE HOLDER

City and County of Denver
Dept. of Human Services
1200 Federal Blvd.
Denver, CO 80204-3221

USA

CANCELLATION *10 day notice for non-payment of premium.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



@ ACORD CORPORATION 1988

ACORD 25 (2001/08) 1099ml
12817865

Exhibit E

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Catholic Charities Child Care and Head Start Learning Centers

Child Development Center

*(Full Day Child Care, Head Start, Early Head Start,
Colorado Pre-school and Kindergarten Program, &
Denver Preschool Program)*

1155 Decatur, Street, Denver, CO 80204
303-629-5466, FAX: 303-629-6710
Ages Served: 6 weeks – 5 yrs

Margery Reed Mayo Day Nursery

*(Full Day Child Care, Head Start and Early Head
Start Colorado Pre-school and Kindergarten
Program, DPP and Before and After School Care)*

1128 28th St., Denver, CO 80205
303-308-1420, FAX 303-308-1421
Ages Served: Infancy – 12 yrs

Kentucky Head Start

852 S. Knox Ct., Denver, CO 80219
303-935-9453/303-935-0133
Ages Served: 3 – 5 yrs
sensed Capacity: 20 morning/20 afternoon
Full enrollment: 40

Kentucky Head Start Combination Option

Classroom/Home Visit Program
852 S. Knox Ct., Denver, CO 80219
303-935-9453. FAX: 303-975-4367
Denver, CO. 80219
Ages Served: 3 – 5 yrs
Full enrollment: 11

Garfield Head Start

872 S. Knox Ct., Denver, CO 80219
303-922-9885, FAX: 303-934-8493
Ages Served: 3 – 5 yrs
Licensed Capacity: 17 morning/17 afternoon
Full enrollment: 34

Early Head Start Home-Based Program

(at Garfield)

Ages Served Birth – 3 yrs
Full Enrollment: 22

Lenore B. Quick Head Start

Annunciation School

3536 Lafayette Street, Denver, CO 80205
303-295-2517, FAX: 303-295-2516
Ages Served: 3 – 5 yrs
Licensed Capacity: 17 Morning/ 17 Afternoon
Full Enrollment: 34

Little Munchkins Head Start

1205 W. 10th Avenue, Denver, CO 80204
303-623-0099, FAX: 303-623-0712
Ages Served: 3 – 5 yrs
Licensed Capacity: 17 morning/ 17 afternoon
Full enrollment: 34

Mi Segunda Casa Head Start

430 W. 9th Ave., Denver, CO 80204
303-825-1169, FAX: 303-825-1119
Ages Served: 3 – 5 yrs
Licensed Capacity: 17 Morning/ 17 Afternoon
Full Enrollment: 34

St. Rose of Lima Head Start (Moving 6/2010

– Location to be announced)

St. Rose of Lima School

1339 W. Dakota Ave., Denver, CO 80223
303-996-4923/4924, FAX: 303-936-4255
Ages Served: 3 – 5 yrs
Licensed Capacity: 17 Full Day
17 Morning/17 Afternoon
Full Enrollment: 51

1 Sec. 20-76. - Payment of prevailing wages.

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition of any public building or public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any public building or public work and the work of landscaping that is not performed in connection with the construction or renovation of a public building.

- (b) *Contract specifications.* The specifications for every contract in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any public building or public work, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid opening, or in effect on the date of grant of permit for performance of such work under D.R.M.C. section 49-171 et seq., or on the date of the written purchase order for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future increases in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary date of the contract. In no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all contractors entering into any such contract with the city. Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

Note—

See the editor's note following § 20-68.

Note—

See the editor's note following § 20-68.

(c) *Determination of prevailing wages.*

- (1) The city council hereby declares that it is in the best interests of the city to have a uniform determination of the prevailing wages to be paid to the various classes of laborers, mechanics and workers which will be required in the performance of work covered by this section.
- (2) The city council hereby finds and concludes that the federal government, in implementing the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5), possesses and exercises a superior capability with superior resources to ascertain the basic rate of pay, overtime, and other benefits which accurately represent the current prevailing rate of wages for work covered by that federal law. The career service board shall determine that the prevailing wages applicable to the various classes of laborers, mechanic, and workers covered by this section and the Davis-Bacon Act correspond to the prevailing wage determinations made pursuant to that federal law as the same may be amended from time to time. The board shall undertake to keep and maintain copies of prevailing wage determinations made pursuant to the Davis-Bacon Act (40 U.S.C. § 276a to 276a-5) and any amendments to that federal law. The board shall also keep and maintain such other information as shall come to its attention concerning wages paid in the Denver metropolitan area. If the board has reason to believe that a prevailing wage determination made pursuant to that federal law is substantially different from wages paid in the Denver metropolitan area based upon other information, it shall so inform the city council for their consideration and action by ordinance. The provisions of this section shall supersede any differing provisions of that federal law, except when that federal law is applicable independent of this section.
- (3) It shall be the duty of the career service board to determine, after hearing, the prevailing wages for the various classes of laborers, mechanics, and workers which will be required in the performance of work covered by this section but not be covered by the Davis-Bacon Act, which determinations shall be made at least annually, and as

frequently as may be considered necessary by the career service board in order that the determination which is currently in effect shall accurately represent the current prevailing rates of wages. Prior to making such determination, the career service board shall give reasonable public notice of the time and place of the hearing concerning such proposed determination and shall afford to all interested parties the right to appear before it and to present evidence. "Prevailing wages" shall mean, for each class of work covered by this section, but not covered by the Davis-Bacon Act, the rate of pay and the overtime and other benefits granted to such full-time workers in the Denver metropolitan area. The rates shall be determined using the same method as used for those classes which are covered by the Davis-Bacon Act. Should this method cause a reduction in compensation of any class of workers, the career service board will review the appropriateness of using this methodology and may recommend to city council a different method for establishing prevailing wage rates.

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

(d) *Mandatory contract provisions; enforcement.*

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



mechanics employed under the contract, either by the contractor or subcontractors. Such include information showing the number of hours worked by each worker, laborer or mechanic, the hourly pay of such worker, laborer or mechanic, any deductions made from of pay received by each worker, laborer or mechanic for the period covered by the payroll

- (6) It shall further be provided in such contract that the copy of the payroll record shall be a statement of the contractor that the copy is a true and correct copy of the payroll records, to the workers, laborers and mechanics as set forth in the payroll records, that no deduction those set forth in such records, and that all workers, mechanics and other laborers the contract, either by the contractor or by any subcontractor, have been paid the previous the contract specifications.

- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed subcontractor under the contract has been or is being paid a rate of wages less than that the contract to be paid as aforesaid, the city may, by written notice to the contractor, sue contractor's right to proceed with the work, or such part of the work as to which there has required wages, and in the event of termination, may prosecute the work to completion and the contractor and any sureties shall be liable to the city for any excess costs occasion

(Code 1950, §§ 161.1A, 161.1B, 161.1C, 161.1D; Ord. No. 562-85, § 2, 10-28-86; Ord. No. 212-89, § 1, 4-17-89; Ord. No. 546-96, § 1, 7-1-96; Ord. No. 624-97, § 1, 9-22-97; Ord. No. 277-00, § 1, 4-3-00; Ord. No. 844-02, § 1, 1-28-02; Ord. No. 06, § 1, 10-16-06; Ord. No. 423-09, § 1, 8-3-09)