

## A G R E E M E N T

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **MILE HIGH MONTESSORI EARLY LEARNING CENTERS**, a Colorado Non-Profit Corporation, with an address of 616 E. Speer Boulevard, Denver, Colorado 80203 (the “Contractor”), jointly (“the Parties”).

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

**A.** “ACF” means the Administration for Children and Families in the U.S. Department of Health and Human Services.

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

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

**D.** “Denver’s Head Start Program” means a program or programs of the City and County of Denver that deliver Head Start services to certain children and their families living in the City and County of Denver (Head Start CFDA #93.600).

**E.** “Grant” means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government through the ACF to the City to operate Head Start Programs.

**F.** “Head Start” means a program of educational, social, psychological, health, nutritional, and parent education services to children and their families eligible to participate in Head Start programs under applicable guidelines of HHS.

**G.** “HHS” means the United States Department of Health and Human Services.

**H.** “Program Year” means the period of time designated by the ACF to the City to provide Head Start programs under the Grant (and is currently set as the calendar year beginning on July 1 and ending on June 30).

**I.** “Services” means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

**J.** “Subcontractor” means any entity other than a Subdelegate that furnishes, to the Contractor or its Subdelegates or Vendors, services (other than Head Start professional services), goods or supplies under this Agreement.

**K.** “Subdelegate” means any entity retained by Contractor, by written agreement to operate all or part of the Contractor’s Head Start program on a professional basis as described in this Agreement but does not include Vendors or entities retained to provide goods, services or supplies under this Agreement.

**L.** “Subvendor” means an entity retained by the Contractor, by written agreement, to provide a portion of Contractor’s Services under this Agreement and does not include Subdelegates or Subcontractors.

**M.** “Vendor” means, for purposes of this Agreement only, any entity retained by a Delegate Agency, by written subcontract, to provide a specified Head Start service on a professional basis for Denver’s Head Start Program and does not include Subdelegates or entities retained to provide goods, services or supplies under this Agreement.

**2. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Director of the Denver Head Start Office (the “Director” and the “Head Start Office” respectively) or the Director’s Designee.

**3. CONTRACT DOCUMENTS:** This Agreement consists of Sections 1 through 41, which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference:

**A. Exhibit A,** Contractor’s Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).

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

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

**D. Exhibit D,** Schedule for Submission of Reports.

**E. Exhibit E,** Site Locations.

**F. Exhibit F, Certificate of Insurance.**

The terms and conditions of Sections 1 through 41 will control any contradictory or inconsistent terms and conditions that may be found or contained in the above-referenced attached or incorporated in Exhibits.

**4. TERM:** The Agreement will commence on July 1, 2022 and will expire on June 30, 2023 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

**5. SERVICES TO BE PERFORMED:**

**A.** At the direction of the Director, or the Director’s Designee, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the deliverables set forth in the Exhibits attached hereto to the City’s satisfaction.

**B.** The Contractor is ready, willing, and able to provide the Services required by this Agreement.

**C.** The Contractor shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by entities or highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

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

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

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

**C.** Ensure that all of Contractor’s staff have adequate skills, training, and experience for their respective functions and comply with the reasonable directions and requests of the City in implementing Head Start Services;

**D.** Permit the City or the ACF to carry out reasonable monitoring and

evaluation activities and ensure the cooperation of the Contractor, its employees, agents, board members, and subcontractors in such efforts;

**E.** Obtain and maintain all applicable licenses, permits and authority necessary to provide the Services under this Agreement;

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

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

**H.** Establish policies and procedures to secure and protect all property purchased with funds provided under this Agreement, against theft, loss, damage, misuse or misappropriation. Contractor will further establish policies and procedures to safeguard electronic and computer information against theft, loss, damage, misuse, or misappropriation. Such policies and procedures will include, without limitation, specific terms for the acceptable and reasonable use of telephone, email and internet for non-business purposes.

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

In the event of an emergency (an unforeseen event that endangers the health or safety of children enrolled in Contractor's Head Start programs), the Contractor may cease



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

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

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

**L.** Comply with all directives of the City issued in the form of a City-issued monitoring report within all timeframes designated in said City monitoring report. The Contractor will deliver to the City written confirmation of compliance with said directives on or before a date reasonably designated by the Director. If the Contractor cannot in good faith comply with any directive contained in a City monitoring report by the deadline established by the Director, the Contractor will notify the Director, on or before the deadline for written confirmation of compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing, which approval will not be

unreasonably withheld.

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

**N.** Maintain at all times its funded enrollment level as designated by the City. If any vacancy occurs in any of Contractor's Head Start programs, the Contractor will fill such vacancy within thirty (30) calendar days. The Contractor will determine eligibility for enrollment in Head Start programs based on family income in strict accordance with Section 645 (a)(1)(B) of the Head Start Act. The Contractor will determine eligibility for recruitment, selection, enrollment, and attendance in Head Start programs based on the requirements of Section 645 of the Head Start Act and 45 C.F.R. 1302, Subpart A (Sections 1302.10 – 1302.18).

**O.** Comply with the City's policy directives and required procedures for branding and marking of the Services and other activities concerning Denver's Head Start Program. Branding includes, without limitation, how the Services and other activities concerning Denver's Head Start Program will be named and presented to the public and the roles of the City, ACF or HHS, and the Contractor in connection with the Services. Marking includes, without limitation, the development and use of graphic identities, trademarks, service marks, tradenames, logos, and signage to provide the Services to visibly acknowledge and identify the roles of the City, the ACF or HHS, and the Contractor in connection with the Services and other activities concerning Denver's Head Start Program.

**7. COMPENSATION:**

**A. Budget.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement in accordance with the budget contained in **Exhibit B**.

**B. Reimbursable Expenses.** Except as set forth on **Exhibit B**, there are no reimbursable expenses allowed under the Agreement.

**C. Invoices.** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the 21st of the

following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

**D. Maximum Contract Amount.**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION EIGHT HUNDRED ELEVEN THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$2,811,750.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to federal funds received for the Head Start program, appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

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

or otherwise as provided by law.

**F. Non-Federal Share Match.** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor's total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **FIVE HUNDRED SIXTY-TWO THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$562,350.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

**G. Expenditure Variance Reports.** The Contractor will prepare and submit to the City, according to the schedule in **Exhibit D** or a date agreed upon in writing by the Parties, an Expenditure Variance Report setting out in detail the following information: 1) a description by category of the amount and nature of all monies expended by Contractor during the budget period designated in the Contractor's Expenditure Variance Report; and 2) all non-federal share contributions made by Contractor during the budget period designated in Contractor's expenditure variances.

Every one of Contractor's Expenditure Variance Reports will be certified to be correct by an authorized representative of Contractor and will reference the Contract Control Number of this Agreement as designated below on the City's signature page. Every one of Contractor's Expenditure Variance Reports will be submitted with supporting documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction

listings, journals and invoices paid by the Contractor that equal or exceed One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

**H. Federal Funds Contingency/Appropriations.** The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2021-2022, HHS may issue only a partial financial award for program costs for Program Year 2021-2022. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the Parties in the same manner as this Agreement.

All payments under this Agreement, whether in whole or in part, are subject to and contingent upon the continuing availability of federal funds for the purposes of Head Start. In the event that federal funds, or any part thereof, are not awarded to the City or are reduced or eliminated by the federal government, the City may reduce the total amount of compensation to be paid to the Contractor by revising **Exhibit B** or it may terminate this Agreement. The City reserves the right to withhold, adjust and/or reallocate subsequent Grant funds whenever it determines that Contractor's current spending is inconsistent with amounts and categories listed on **Exhibit B**, the purposes identified in **Exhibit A**, or if reports of nonfederal share contributions, in whole or in part, are not provided by Contractor on a timely basis.

**I. Updated Program Conditions.** If additional conditions are lawfully imposed on the Head Start Program and the City by federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such

additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Head Start Program, the City may withhold payment to the Contractor of any unearned funds or terminate this Agreement in accordance with Section 19.A.2, below. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.

**J. Modifications to Exhibits.** The Parties may modify an exhibit attached to this Agreement; provided, however, that no modification to an exhibit shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing any and all modifications to an exhibit by revising and restating that exhibit and referencing this City Contract Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and uploaded into the City's automated contract system (Jaggaer) by an employee of the Head Start Office or another City office designated by the Director. All such modifications shall contain the date upon which the modified exhibit or exhibits shall take effect. Any modification to an exhibit agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

## **8. REPORTS:**

**A.** The Contractor will establish and maintain reporting systems in accordance with any and all policies, procedures and directives of the City concerning reporting requirements of delegate agencies and will require any and all Subdelegates and any Vendor to establish and maintain said reporting systems. In addition to any other reports required or requested under this Agreement or any exhibit, the Contractor will prepare and submit the following reports and will require any and all Subdelegates and, as directed by the Director, any Vendor to prepare and submit the following reports:

**(1) Enrollment Report.** The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor

at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies.

In the event that the Contractor determines that it has not maintained the designated number of enrolled students, the Contractor will include in the Enrollment Report a detailed explanation as to why such levels were not maintained and a detailed description of how Contractor will return said levels to the designated number. The Enrollment Report will be consistent with any format designated by the City.

(2) **Attendance Report.** The Attendance Report will include attendance for all approved program options on a monthly basis. Contractor will monitor at all times and report the monthly average daily attendance rate of students that it has enrolled for Head Start services in all program options. When the monthly average daily attendance rate in a center-based program falls below eighty-five percent (85%), the Contractor will, in accordance with 45 CFR 1302.16, include in the Attendance Report a detailed explanation as to why such attendance rate was not maintained and a detailed description of how the Contractor will return the attendance rate to the designated level, and the number of absences that occur on consecutive days. The Attendance Report will be consistent with any format designated by the City.

(3) **Personnel Report.** The Personnel Report will include quarterly and year-to-date employment status for all staff and contract employees performing Head Start duties, including the position held by such persons and a listing of which positions, if any, are unfilled. The Personnel Report will be consistent with any format designated by the City.

(4) **Expenditure Variance Report.** The Expenditure Variance Report will include the information designated in Section 7.G of this Agreement concerning monthly expenditures, invoices, and non-federal share match requirements. The Expenditure Variance Report will be consistent with any format designated by the City.

(5) **United States Department of Agriculture (USDA) Report.** The USDA Report will include a complete listing of all funds reimbursed to the Contractor by the U.S. Dept. Of Agriculture for the costs of providing meals for children enrolled in or otherwise served by Head Start programs and will be consistent with any format designated by the City.

(6) **Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in **Exhibits A and B** as well as an evaluation of the

effectiveness of Contractor's management systems, child development and health services, family and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City.

(7) **Administrative and Development Costs Report.** The Administrative and Development Costs Report will include an itemized description of all costs and expenses incurred relating to the administration and management of Head Start programs and will be consistent with any format designated by the City.

(8) **Other Reports.** The Contractor will prepare and submit any other report or information pertaining to the administration of Head Start programs and expenditure of Head Start funds as requested by the City; any and all official reports for federal, state and local governmental entities, as required by applicable law; and will prepare and maintain all records, statements and information as required by applicable federal, state and local laws for the purpose of carrying out the provisions of this Agreement or the Grant.

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

**B.** The reports required in this Section 8 will be submitted in accordance with the schedule set forth in **Exhibit D**. If Contractor does not submit such reports in accordance with **Exhibit D**, the City may determine and find that such failure constitutes an act of noncompliance, a deficiency or an event of default and the City may invoke any remedy provided in this Agreement or otherwise available to the City by law. If Contractor does not submit such reports in accordance with **Exhibit D** and no further payments are due from the City, then such failure will automatically be deemed to be an event of default and the City may, in addition to any other remedies provided in this Agreement or available to the City by law, deny Contractor any future awards, grants, or contracts of any nature by the City.

**9. PERFORMANCE MONITORING/ INSPECTION:** The Contractor will permit the Director or any other governmental agency authorized by law, or their respective authorized



designees, to monitor all activities conducted by the Contractor pursuant to the terms of this Agreement and inspect any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hardcopy or electronic format, relating to any matter covered by this Agreement. As the monitoring agency may in its sole discretion deem necessary or appropriate, such monitoring may consist of reviewing methods, procedures and practices, examining internal evaluation procedures, examining program data, on-site observation, on-site verification, formal and informal audit examinations, attending all meetings, hearings, or proceedings held by the Contractor, its Board of Directors, or its employees or any other reasonable procedures relating to the performance of services under this Agreement. All such monitoring and inspection will be performed in a manner that will not unduly interfere with the services to be provided under this Agreement. The Contractor will make available for inspection by the Director or the Director's designated representative any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, relating to any matter covered by this Agreement.

**10. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**11. EXAMINATION OF CONTRACTOR RECORDS:**

**A.** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States,

including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

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

**12. AUDIT REQUIREMENTS:**

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

**B.** Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with any Subdelegates or any Vendor will contain a clause stating that Subdelegates or Vendors, as appropriate, are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's

audit will either include an audit of Subdelegates and any Vendor, unless said Vendor has been exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own independent audits. If a Subdelegate or Vendor conducts its own audit for Head Start services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City, in writing, and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty calendar days prior to the deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

D. The Contractor will satisfy the requirements of the Single Audit Act of 1984, as amended, codified at 31 U.S.C. §7501, *et seq.*, and as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

**13. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any

payment or other action by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor. No payment, or other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach of any term of Agreement constitutes a waiver of any other breach.

**14. INSURANCE:**

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

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

**(1) General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-” VIII or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the Parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the Parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The

insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

(4) **Waiver of Subrogation:** For all coverages under this Agreement, except Student Accident coverage, Contractor's insurer shall waive subrogation rights against the City.

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

(6) **Workers' Compensation/Employer's Liability Insurance:**

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

(7) **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

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

(9) **Student Accident:** Contractor will maintain limits of Twenty-Five Thousand Dollars (\$25,000.00) per claim for participants in the Head Start Program.

(10) **Commercial Crime (Fidelity):** Contractor shall maintain \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

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

**15. DEFENSE AND INDEMNIFICATION (Not applicable to "Public Entities"):**

A. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of,

resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

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

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

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

**16. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT:** For Contractors that are a “public entity”, the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or

omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

**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.

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract



whichever is later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

**19. TERMINATION:**

**A. Notice of Deficiencies (with opportunity for corrective action).** In the event the City identifies one or more deficiencies in Contractor's performance of the Services or its other obligations under this Agreement, the Director will provide the Contractor with written notice of the deficiency or deficiencies ("Notice of Deficiencies"). The Notice of Deficiencies will identify the deficiencies to be corrected and will state that the Contractor is to either correct the Deficiencies immediately (or such longer period as the City may allow) or according to a Quality Improvement Plan (with included timeline) to be developed by the Contractor (the "Quality Improvement Plan").

**(1)** If the Contractor is to correct the identified Deficiencies according to a deadline established by the Director, the Contractor will verify in writing to the Director, no later than ten (10) calendar days after the designated deadline, that Contractor corrected the Deficiencies and the specific measures taken to complete such corrective actions.

**(2)** If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Deficiencies, a Quality Improvement Plan that identifies the actions the Contractor will undertake to correct each identified deficiency and the date that Contractor expects to complete the Quality Improvement Plan. Within thirty (30) calendar days of the date of receipt of Contractor's proposed Quality Improvement Plan, the Director will notify the Contractor in writing of the Director's approval or disapproval. If the Director disapproves of the Quality Improvement plan, the Director will inform the Contractor of the reasons for that disapproval. If the Quality Improvement Plan is disapproved, the Contractor must submit, within ten (10) calendar days of the date of the Director's notice of disapproval, a revised Quality Improvement Plan, making the changes necessary to address the reasons why the initial Quality Improvement Plan was disapproved. If the Director does not approve or disapprove of the Quality Improvement Plan within ten (10) calendar days of the date of receipt, the City will be deemed to have approved the

Quality Improvement Plan.

(3) Within three (3) business days of the date specified in the Quality Improvement Plan for the correction of each identified deficiency, the Contractor will verify in writing to the Director that it corrected each identified deficiency according to the Quality Improvement Plan and will further state the measures taken to correct each identified deficiency. If the Contractor does not complete the Quality Improvement Plan on or before the date designated for completion, the Contractor will provide written notice to the Director within twenty-four (24) hours of the date designated for completion and will state the reasons why the Contractor did not complete the Quality Improvement Plan and provide a new date of expected completion. Contractor's notice of non-completion of the Quality Improvement Plan will not be deemed to be a waiver of Contractor's obligations under the original Quality Improvement Plan. In no case will the deadline proposed in any Quality Improvement Plan exceed one year from the date that the Contractor received official notification of the deficiencies to be corrected.

**B. Remedies for Failure to Timely Correct Deficiencies.** If the Contractor fails to timely correct any deficiency or deficiencies identified by the City, the City has the right to take any or all of the following actions, in addition to any and all other actions authorized by law:

(1) Withhold any or all payments to the Contractor, in whole or in part, until the necessary services or corrections in performance are satisfactorily completed;

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the City's Head Start program. Denial of requests for payment and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

(3) Disallow or deny all or part of the cost of the activity or action that has not been satisfactorily corrected or completed;

(4) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately (or such longer period as the City may allow) upon written notice to Contractor;

(5) Deny in whole or in part any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year regardless of source of funds;

(6) Reduce any application or proposal from Contractor for refunding of a Head Start program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

(7) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under the City's Head Start Grant;

(8) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor;

(9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor will cooperate with the City in the transfer of the Services as reasonably designated by the City; or

(10) Take other remedies that may be legally available.

**20. OTHER GROUNDS FOR TERMINATION:**

**A. By the City.**

(1) The City has the right to terminate this Agreement upon thirty (30) calendar days' written notice to Contractor for any default by the Contractor under this Agreement other than the failure to correct an identified deficiency which default has not been cured within the time period as set forth pursuant to Section 18.

(2) The City further has the right to terminate this Agreement upon thirty (30) days' written notice for the convenience of the City, if the Grant is suspended or terminated, in whole or in part, by HHS, or if the Contractor demonstrates to the Director that it is unable or unwilling to comply with any updated or additional program requirements lawfully imposed on the Head Start Program and the Services.

(3) Notwithstanding the preceding paragraphs, the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of violence, sexual assault, assault, battery, child abuse or endangerment, neglect

of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

Contractor will timely notify the City in writing if any employee, agent or contractor of Contractor is convicted or found liable, pleads *nolo contendere*, enters into a formal agreement in which the person admits guilt or liability, enters a plea of guilty, or otherwise admits culpability or liability for crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with Contractor's business.

**B. By the Contractor.** The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

**C.** Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director.

If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Paragraph 4, “**Term**”, above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor’s possession, custody, or control by whatever method the City deems expedient.

**21. PROCUREMENT:**

**A. Tangible Property.** The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75.327 through 75.335. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the “Procurement Standards” contained in 45 CFR Part 75 and consistent with the requirements contained in this Section 20.

**B. Inventory.** The Contractor will establish and submit to the Head Start Director an annual inventory list, in such format as designated by the City’s Head Start Director, of all unused supplies exceeding Five Thousand Dollars (\$5,000.00) in total aggregate value and all equipment purchased under this Agreement. Contractor will update said inventory list as necessary on a timely basis. The inventory will specify the location of all supplies and equipment so purchased. The Contractor will also cause its Subdelegates and, if directed by the Director in writing, any Vendor to establish and maintain a similar inventory list for all supplies and equipment

purchased with funds provided under this Agreement.

C. **Real Property; Intangible Property.** Contractor will not use Head Start funds to purchase or otherwise acquire title to real or intangible property without the prior written consent of the City. Any proposed transaction to acquire title to real or intangible property will be made in conformance with applicable federal laws and any and all requirements as may be designated by the City.

**22. SITE LOCATIONS, LEASES AND LICENSES:**

A. **Site Locations/Leases.** The Contractor will operate Head Start programs at the facilities and locations identified on **Exhibit E**, 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 E**. The Contractor will maintain, and will cause any and all Subdelegates to maintain, copies of all leases and amendments thereto executed in the performance of services under this Agreement, and will deliver copies thereof to the City upon request.

B. **Changes to Site Locations.** If the Contractor or any employee determines that it is necessary to move, change or operate a Head Start program in any other facility or location, it will notify the Director in writing within fourteen (14) calendar days of the date of such determination and will provide an explanation as to the reason why the move, change or new operation should be undertaken. The Contractor will not move, change or operate any Head Start program in any other facility or location, unless the City has approved of such move, change or operation in writing, in advance of any contractual obligation and occupancy by the Contractor of such new facility.

C. **Smoke and Toxin Free Facilities.** All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with federal and City policies concerning the use or sale of tobacco in Head Start or City facilities, as such policies may be amended from time to time. No class will be operated in a facility that does not comply with any applicable federal or City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

D. **Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be

opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit E**. 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 E**. 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.

**23. COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver whether or not specifically referenced herein. In particular, the Contractor will perform the duties and satisfy the requirements of the following laws, regulations, and policies as may be amended from time to time:

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;

**B.** Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;

**C.** 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, and 92;

**D.** All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR Part 200, *et seq.* and 2 CFR Part 25.110;

**E.** Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;

**F.** The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;

**G.** The terms and conditions contained in all exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;

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

**I.** U.S. Executive Order 12549, Debarment and Suspension implemented at 2 CFR Part 180. The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 CFR Part 180 and 2 CFR Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time Contractor learns that the Contractor’s certification to enter into this Agreement was erroneous, when submitted or has become erroneous, by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation



to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

The Contractor shall include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations;

**J. Byrd Anti-Lobbying.** If the Maximum Contract Amount exceeds \$100,000.00, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

**K. “New Restrictions on Lobbying.”** As set forth in implementing regulations 45 CFR Part 93, Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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

**L. Non-Discrimination and Equal Employment Opportunity (Federal requirements).**

(1) In carrying out its obligations under the Agreement, Contractor audits officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

(2) Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

(3) Contractor will incorporate the foregoing requirements of this section in all of its subcontracts.

(4) Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section;

**M. No Discrimination in Program Participation (Federal).** The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, religion, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964

(Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA), or other Federal, State or local laws that provide additional protections against discrimination. Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from any and all claims, losses, or demands that arise under this paragraph. Contractor acknowledges that Title VI prohibits national origin discrimination affecting persons with limited English proficiency (LEP). Contractor hereby warrants and assures that LEP persons will have meaningful access to all services provided under this Agreement. To the extent Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. Further, Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with any and all requirements and procedures of the OSLS, as amended from time to time, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement. Further, Contractor acknowledges the public policy requirement of the U.S. Dept. of Health and Human Services that that no person otherwise eligible to participate in programs and services supplied under this Agreement will be excluded from participation in, denied the benefits of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 CFR Part 75.300(c);

N. **Davis-Bacon Act**. 40 U.S.C. Section 276a-a(7) (2000) or to the extent that the Davis-Bacon Act is deemed not to apply to this Agreement, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages, Section 20-76 of the Den. Rev. Mun. Code;

**O. Mandatory Disclosures.** Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 CFR §200.338;

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

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

**R.** Federal Privacy Requirements, as applicable, including without limitation, 45 CFR Parts 160, 164, and 1303 Subpart C and HHS's Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) implementing the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 42 U.S.C. 1320 et seq. Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of Contractor's policies and procedures to maintain the confidentiality of protected health information to which Contractor has access;

**S. No Discrimination in Employment (City Executive Order No. 8).** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender expression or gender identity, marital status, protective hairstyle, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

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

**U. Confirmation of Lawful Employment (City Ordinance):**

**(1)** This Agreement is subject to Division 5 of Article IV of Chapter 20

of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**(2)** The Contractor certifies that:

**(a)** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement.

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

**(3)** The Contractor also agrees and represents that:

**(a)** It shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

**(b)** It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under the Agreement.

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

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

**(e)** If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(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), CRS, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

**24. 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.

**25. 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.

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

Executive Director of Denver Great Kids Head Start Office  
201 West Colfax Avenue, Dept. 1101  
Denver, Colorado 80202

With a copy of any such notice to:

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

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

**27. DISPUTE RESOLUTION:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by Denver Revised Municipal Code 56-106(b)-(f). Under this administrative hearing procedure, the City official rendering a final determination will be the Executive Director of the Mayor's Office for Education and Children.

**28. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of

Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**29. CONFIDENTIAL INFORMATION; OPEN RECORDS:**

**A. Data and Information.** The Contractor will observe and abide by, and will cause its Subdelegates to observe and abide by, all applicable Federal, State, and local laws, regulations, executive orders, and policies governing the use or disclosure of confidential information concerning Denver’s Head Start Program. Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to the following types of information: (1) City Proprietary Data or confidential information that may be owned or controlled by the City (“City Proprietary Data”); (2) personal information pertaining to persons receiving services from the Agency (“Client Data”), or (3) confidential proprietary information owned by third parties (“Third Party Proprietary Data”). For purposes of this Agreement, City Proprietary Data, Client Data, and Third Party Proprietary Data shall be referred to collectively as “City Data”. Contractor agrees that disclosure of City Data may be damaging to the City or third parties. Contractor agrees that all City Data provided to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect City Data as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential,” or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B. “Personal Information”** means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account



number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

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

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

**E. Confidentiality; No Ownership by Contractor.** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all Client Information, and any other work product, with or without Personal Information, developed or obtained by Contractor

pursuant to this Agreement and such information or work product are considered to be “City Data”. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

**F. Use and Protection of Personal Information and City Data.** Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Data including without limitation: (i) keep and maintain Personal Information and City Data in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Data solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Data for Contractor’s own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in “data mining” of Personal Information or City Data except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

**G. Employees and Subcontractor.** Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees’ duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor

shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

**H. Loss of Personal Information or City Data.** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Data, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the person affected for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be

written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

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

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

**K. Data Transfer Upon Termination.** Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all Personal Information and City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days.

Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

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

**M. Open Records.** The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, CRS, and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this

Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

**30. INTELLECTUAL PROPERTY RIGHTS:**

**A. City's Intellectual Property.** The City and Contractor intend that all property rights to any and all data, information, materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information, any derivative works thereof, supplied by the City to the Contractor in connection with the Services, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City.

**B. New Original Works.** The City and Contractor intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created, developed, or supplied by the Contractor in connection with the Services, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, "New Original Works"), shall belong to the City free and clear from any and all claims of any nature relating to the Contractor's contributions and other efforts. The Contractor shall disclose all such items to the City unless the Director directs otherwise in writing. Contractor assigns to the City and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the New Original Works and all works based on, derived from, or incorporating the New Original Works. Whether or not Contractor is under contract with the City at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses and other intellectual property rights related to the New Original Works.

**(1)** To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a "work made for hire" and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a "work made for hire," the Contractor (by this

Agreement) sells, assigns and transfers all right, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Contractor will not copyright, trademark or patent any work, materials, devises, methods, processes, or products New Original Works developed by Contractor as a result of the Services provided under this Agreement without the prior written approval of the City and, if required, the federal government. To the extent that Contractor cannot make any of the assignments required by this article, Contractor hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the New Original Works and all works based upon, derived from, or incorporating the New Original Works by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

(2) In addition, Contractor grants to the City, and the federal government if required, (and to recipients of New Original Works distributed by or on behalf of the City) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and distribute the contents of the New Original Works.

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

D. **Contractor's Pre-existing Works.** The Contractor shall retain all property

rights to Contractor's Pre-existing materials, including derivative works, developed prior to the commencement date that are used in the performance of the Services ("Contractor's Pre-existing Materials"). The Contractor will disclose to the Director all Contractor's Pre-existing Materials, including derivative materials thereof, that Contractor uses in providing the Services. The City will not copyright, trademark or patent any of Contractor's Pre-existing Materials. Contractor hereby grants a non-exclusive limited license to the City to use for Denver's Head Start Program purposes only Contractor's Pre-existing Materials.

**E. Derivative Works.** The Parties intend that derivative works shall include revisions, improvements, alterations, adaptations, translations, or modifications to Contractor's Pre-existing materials or New Original Works, as appropriate. Contractor will not include any of the City's New Original Works in any derivative works to Contractor's Pre-existing materials.

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

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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.

**36. 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.

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

**38. 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.

**39. 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.

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

**41. 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.

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

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

- 1. Exhibit A,** Contractor's Application and narrative to provide Head Start Services for program year 2021-2022 (Program Design).
- 2. Exhibit B,** Contractor's Budget and Justification.
- 3. Exhibit C,** Calendar of Times and Days of Operations.
- 4. Exhibit D,** Schedule for submission of reports.
- 5. Exhibit E,** Site Locations.
- 6. Exhibit F,** Certificate of Insurance.

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**Contract Control Number:** MOEAI-202262469-[[ This Amendment Number ]]  
**Contractor Name:** MILE HIGH MONTESSORI EARLY LEARNING CENTERS

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

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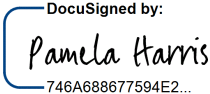
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**Contract Control Number:**  
**Contractor Name:**  
CENTERS

MOEAI-202262469-[[ This Amendment Number ]]  
MILE HIGH MONTESSORI EARLY LEARNING

By:  \_\_\_\_\_  
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Name: Pamela Harris  
(please print)

Title: President & CEO  
(please print)

ATTEST: [if required]

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

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

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

EXHIBIT A

## **Section 1. Program Design and Approach to Service Delivery**

### **Program Goals**

Mile High Early Learning (MHEL) will continue to work towards meeting each of the objectives of its Program Goals and School Readiness Goals. There are no additions, deletions, or revisions to our program and school Readiness goals, objectives, and outcomes. The table below details the progress toward meeting each goal, the outcomes related to each of the objectives, and any anticipated challenges for meeting the objectives and the accomplishments.

## EXHIBIT A

<b>Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5</b>	<b>Progress</b>	<b>Outcome</b>	<b>Challenge</b>	<b>Accomplishments</b>
<b>Objective 1A</b> All preschool children will demonstrate growth from fall to spring on Teaching Strategies GOLD.	85% of children will meet or exceed widely held expectations.	Initial checkpoints have been completed for fall 2021.  We continue to institute a TSG results accountability measure in the 2021-2022 school year to help teachers link TSG to lesson planning  Education coaches continue to provide TSG support to all MHEL classrooms.	Outcomes will be measured at the spring 2022 checkpoint.  Program Directors, the Chief Learning Officer and Directors of Center Operations are meeting to discuss individual progress for classrooms in terms of TSG through the results accountability measure.  Throughout the summer of 2021, staff were provided training on Montessori Inspired & developmentally appropriate lesson planning practices including linking activities to TSG.	Turnover means that teachers must be retrained on lesson planning, TSG, MI, etc.	All preschool classrooms completed the fall 2021 checkpoint before the deadline due date. We provided training to staff in August of 2021 on the CLASS tool and that we have shown growth from our post observations in Spring of 2021 in the domain of instructional support.  Support is being embedded for teachers by program directors and education coaches.  Lesson plans are being completed and reviewed regularly by Program Directors and Education Coaches.
Preschool teachers will implement the Montessori Inspired curriculum with fidelity to support children's growth in six domains: Math, Physical, Cognitive, Social/Emotional, Language, and Literacy					
Supporting Strategies: Embedded coaching, TSG work days for education staff, paid planning time, onboarding process					

## EXHIBIT A

<b>Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5</b>	<b>Progress</b>	<b>Outcome</b>	<b>Challenge</b>	<b>Accomplishments</b>
<b>Objective 1B</b> Teachers will have the skills and strategies needed to support children’s development and growth.	90% of classrooms will demonstrate growth in all domains on the CLASS.	90% of classrooms will demonstrate growth in all domains on the CLASS.	All open preschool classrooms will have received their pre- CLASS observation for the fall of 2021.  Teachers were provided CLASS training in the spring of 2021 and summer of 2021.  CLASS results are being used to inform ongoing coaching sessions during the year.	Data is still being collected.  Teacher turnover means some scores from spring to fall were different teachers in a classroom which can make it hard to measure growth.	Pre CLASS observations have started with close to half of the data already collected. In Fall 2021 the average for centers for all domains were 6.0 emotional support, 5.25 classroom support and 3.67 instructional support.
Coaches will work with teachers to support their individualized growth in skills and strategies.					
CLASS assessments occurred in the fall and again in the spring and the data is used to guide the education/training needed.					
Supporting Strategies: Additional CLASS training was conducted in spring of the 2020-2021 school year, and also during the summer of 2021. Coaches review CLASS data after spring and fall observations.					

## EXHIBIT A

<b>Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5</b>	<b>Progress</b>	<b>Outcome</b>	<b>Challenge</b>	<b>Accomplishments</b>
<b>Objective 1C</b> Ensure that all kindergarten-bound children and their families have support with the kindergarten transition.	100% of families will be prepared for kindergarten transition.	Making sure all families are involved and understand the importance of the transition to kindergarten. FCAs will support families with kindergarten transition to make it simple and easy to understand.	MHEL families are prepared and understand the process of applying for their school of choice. FCAs will offer one on one time to all families so that they feel supported with the transition.	Due to COVID 19 it is not possible for families to gather in person. Zoom meetings were held in November 2021. Although, some school representatives aren't available to meet via Zoom they provide flyers or informational packets for families to the FCAs.	MHEL will meet with each kindergarten-bound family to insure they understand and are supported with the transition.  100% of children and families transitioning into kindergarten will complete a transition plan with the FCA. We have 95 children transitioning.  FCAs assist each family with the application process. Each family will obtain additional resources to help with the transition.
FCAs will meet individually with each family of a kindergarten-bound child to ensure they have information and resources needed for a positive transition.					
FCAs will track information in family files.					
Supporting Strategies: Kindergarten Transition Meetings, Collaboration efforts with neighborhood schools and charter schools, Individualized Kindergarten Transition Plans completed by education staff, FCAs, Developmental Service staff (when appropriate), as well as soft supports such as backpacks with school supplies and coloring books.					



EXHIBIT A

<b>Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
<b>Objective 2A</b> Children enrolled have access to a medical home and health insurance.	100% of children enrolled 90 days will have a medical home and health insurance.	100% of children have been tracked for access to a medical home and health insurance.	At this time 100% have a medical home and 99% have health insurance. One family declined to share insurance information but did have a medical home and all health needs were met.	Undocumented status can affect obtaining insurance. Families are referred by Denver Health nurses to Denver Health indigent care program. Children may also receive health services through the Denver Health School base clinics. COVID has also had an impact on follow up for some families this year.	MHEL’s partnership with Denver Health gives families the opportunity and resources to access multiple services through Denver Health. Nurses and FCAs work together to ensure families obtain necessary health requirements and provide a support system when needed.
MHEL Health Team are responsible for seeing that each child has a medical home and health insurance.					
Data will be tracked in the MHEL database and included in the PIR.					
<b>Objective 2B</b> Children will demonstrate growth in social/emotional skills.	100% of children attending class for at least four months will demonstrate	“Pre” DECA screenings have been completed for all children	Measured after “post” DECA scores are collected in spring of 2022	The COVID-19 pandemic has caused significant upheaval and trauma for	All staff are trained on the Pyramid Plus Approach. Teachers receive supports from

EXHIBIT A

<b>Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
	growth in social/emotional skills.	enrolled. Growth will be assessed after “post” screenings in the spring.	DECA scores can be utilized in monthly collaboration meetings with the Disabilities and Mental Health team, and educational team.  All teachers have received training on using the e-DECA system to access scores and strategies.	many families. Reports from throughout the industry have indicated an increase in challenging behaviors and decrease in social-emotional skills for many young children. Regression in some skills is expected.	the Disabilities and Mental Health team and Early Childhood Mental Health Consultants in using DECA strategies. The new Behavior Support Specialist position will be able to support children with identified behavioral concerns.
Teachers will use DECA results to employ strategies to assure positive results as measured by growth in the DECA results from fall to spring.					
Data will be tracked in the MHEL database and included in the PIR.					
Supporting Strategies: Early Childhood Mental Health Consultation from MHCD and this support can be based on DECA results and strategies; Pyramid plus training for staff; Positive Solutions Parenting Classes offered at the center level					

EXHIBIT A

<b>Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health, and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
<b>Objective 2C</b> Children will attain/maintain a healthy weight.	100% of children will be supported to maintain a healthy weight as measured by the BMI.	Currently only 50% of children have a documented height and weight. Due to COVID restrictions, health staff have been unable to obtain these screenings. Most information has been obtained through current physicals, and this ensures the families have interacted with their medical provider. Attempts to update this information will continue.	25% of these children have been identified as overweight at this time. Denver Health RNs have contacted these parents to discuss resources and provide information on healthy foods and activities for children and families.	COVID has been a challenge for families with restriction on outside activities, inability to obtain healthy foods, and high stress for our families. The challenge continues with COVID as this time. Currently height and weight were taken from well child visits, and overweight and obese children will continue to be referred for follow up.	MHEL’s partnership with Culture of Wellness has been a reliable resource for activities at school and home.  During the COVID-19 closure, MHEL continued to provide nourishing meals to children and families to promote healthy development.  Monthly newsletters from DGKHS have included healthy activities and meal ideas for families.
The MHEL Health Team will complete a BMI on each child twice a year and record it in MHEL database and on PIR.					
Parents of children with any weight concerns will be referred to the MHEL nutrition program coordinator.					
Supporting Strategies: Children are weighed twice a year, fall and spring, for tracking purposes. Children identified as obese and underweight children are referred to nutritionist and/or doctor for monitoring and additional support as needed. We also partner with Culture of Wellness for school-wide activities as well as Cooking Matters classes for families.					

## EXHIBIT A

<b>Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children, build connections in the community to improve their own skills, and are engaged as their children's first teacher to ensure children are ready to succeed in school.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
<p><b>Objective 3A</b> Parents will engage in literacy activities and/or events to enhance the school-to-home education.</p>	<p>90% of families will engage in literacy activities.</p>	<p>100% of families have been provided resources and supported in how to conduct literacy activities at home.</p> <p>Families are encouraged to come and read in the classroom in their native language.</p>	<p>Resources have been provided for parents to help with reading and literacy activities at home.</p> <p>The 5x5 app will provide a free backpack and book to every child participating in the program. Families can obtain a library card.</p> <p>FCAs hand out Literacy Sheets on monthly basis to all enrolled children. Families are encouraged to utilize our lending libraries, and FCAs provide prizes for families that participate in literacy activities.</p>	<p>Families checking in and dropping off outside of the centers.</p> <p>Due to COVID-19, families have been affected differently resulting in shifted schedules and priorities.</p>	<p>Families have been asking for help as well as engaging in online activities that promote literacy within their home during this time.</p> <p>MHEL provides books and take-home activities to continue to build connections for children.</p> <p>We started sending out literacy sheets in November. We have a total of 51 families that turned in their literacy sheets. Families has read a total of 190 hours.</p>

EXHIBIT A

Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children, build connections in the community to improve their own skills, and are engaged as their children’s first teacher to ensure children are ready to succeed in school.					
Progress, Outcomes, and Challenges					
	Year 5 (baseline)	Progress	Outcomes	Challenges	Accomplishments
MHEL will make sure that families have increased access to linguistically, culturally, and developmentally appropriate books and literacy resources and will encourage families to read with their children 10-15 minutes a day.					
Supporting Strategies: FCAs will track parent literacy sheets as well as their participation in center literacy activities.					
<p><b>Objective 3B</b> During orientation, FCAs develop a positive, goal-oriented relationship with each family and to begin to connect the family with the supports they may need to improve family’s well-being.</p>	<p>100% of parents will be engaged in parenting, educational, and leadership opportunities.</p>	<p>All families completed center orientations with FCAs. During this time, parents learn about center operations, parent meetings, leadership opportunities, and other pertinent information.</p>	<p>All centers have at least one Parent Policy Committee representative.</p>	<p>Due to COVID, all check-in and drop-off is happening outside the centers. Arranging meetings can be difficult outdoors due to confidentiality constraints, weather, and limited space.</p> <p>There are many families going through extremely stressful situations due to the pandemic.</p> <p>Communication with FCAs and the center regarding goals and planning can be difficult.</p>	<p>All enrolled families will receive access to the 5x5 app.</p> <p>100% of families have been provided with a variety of resources to help support during the pandemic. Referrals to community agencies and resources are accessible to families to support their well-being.</p>
FCAs work with the families to complete a Strength and Needs Assessment (SNA) aligned with the outcome areas in Parent, Family, and Community Engagement Framework to guide the family’s relationship with the program and help them to engage productively in their child’s education.					
Supporting Strategies: FCAs will document SNAs and family participation through family files on CiviCore and on the PIR.					

EXHIBIT A

<b>Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children, build connections in the community to improve their own skills, and are engaged as their children’s first teacher to ensure children are ready to succeed in school.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
<b>Objective 3C</b> Provide parenting education opportunities annually and by request.	Participants will show greater knowledge in post- survey.	Families are surveyed at the beginning of the year to gage what their interests are for meeting topics.  Families are given the opportunity to attend parent meetings monthly on topics related to their interests.	Two families were honored at the Parent Recognition Awards. This was held outdoors in a drive thru fashion to accommodate the COVID-19 restrictions.	Due to COVID-19, families cannot gather in our centers. This has created a barrier for many families to be able to participate in meetings and engage in centers.  We have been holding Zoom meetings, but some families do not prefer a virtual format. Many families also have their children at home, and it makes it hard to participate in these meetings due to the demands of the home. There might be language barriers as well as work schedule constraints.	Parent Meetings have been held remotely and outdoors weather permitting, which allows families more opportunities to attend meetings.
Schedule educational opportunities to be provided based on the outcome of the parent interest surveys to include such options as Positive Parenting Solutions, community support agencies as well as, interactive parent/child activities.					
FCAs will keep a record of each opportunity provided and the results of pre and post surveys will be tracked.					

EXHIBIT A

<b>Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children, build connections in the community to improve their own skills, and are engaged as their children’s first teacher to ensure children are ready to succeed in school.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
Supporting Strategies: Support with parent meeting funding and implementation from DGKHS in Parent Showcase event, “Don’t Worry Be Healthy” event, and ESL classes, topic interest survey discussed with families during the Strengths and Needs Assessment completed with families. Pre and post surveys given for the “Don’t Worry Be Healthy” meeting, as well as the Positive Solutions parenting classes.					

<b>Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
<b>Objective 4A</b> Assure that at least 10% of children enrolled in the program are special needs children.	Greater than 10% of MHEL children have special needs.	As of December 2021, 13 children with IEP’s have been enrolled in MHEL classrooms during the program year and 3 children were awaiting evaluation from Sewall Child Development.	The Disabilities and Mental Health Manager and Specialists meet monthly with Sewall Child Development staff to discuss children in the referral process or awaiting evaluation.  The Disabilities and Mental Health Specialists have been trained on utilizing a	Due to low enrollment during the COVID-19 pandemic, it is unlikely that 10% of our funded enrollment will be children with disabilities. However, it is expected that the program will meet 10% of actual enrollment. The nationwide staffing crisis within the field of early	The Disabilities and Mental Health team has grown to include two Mental Health and Disabilities Specialists, a Behavioral Support Specialist, and one manager. A second Behavioral Support Specialist will be hired. This larger team can better support the referral process.

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<b>Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
			Multi-Tiered System of Supports to support and identify children with suspected disabilities.	childhood has impacted centers and created delays in the Child Find system.	
Selection criteria prioritizes families of children with special needs and recruitment strategies include information sharing with disability advocacy groups, coordinating councils of special needs service providers, and Child Find.					
Recruitment activities will be included in the FCAs enrollment reports and monitored during the fall. Number of special needs children will be included in the MHEL database and PIR.					
Supporting Strategies: Internal Referral Process, Mental Health and Disabilities Team					
<b>Objective 4B</b> All children with IEPs will demonstrate growth in school readiness skills.	100% of children will demonstrate growth.	Fall TSG checkpoint data has been collected. Growth can be assessed once a second checkpoint has been completed.  We continue to train staffing Pyramid the Plus Approach.	Measured after the spring 2022 TSG checkpoint.  Teachers have access to ongoing consultation with Sewall service providers and MHEL Disabilities and Mental Health team on supporting children with disabilities in the classroom, and children with IEPs are discussed with the	Due to the COVID-19 pandemic and a reduction in services during the 2020-2021 program year, many children experienced regression in skills.	All children with IEPs are receiving consistent quality care and education.  The Disabilities and Mental Health team has grown to include two Mental Health and Disabilities Specialists, who can work with teachers to ensure all needs are being met.



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<b>Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents work to improve their skills as advocates to ensure children are ready to succeed in school.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
			education team at monthly collaboration meetings.		
Preschool teachers will implement the Montessori Inspired curriculum with fidelity to support children’s growth in six domains: Math, Physical, Cognitive, Social/Emotional, Language, and Literacy.					
TSG assessment will be used three times a year to assess progress. Lesson plans and coaching logs will be used to assure that in-class modeling and training are provided through the year to meet needs identified through the TSG assessments. Assessment results will be shared with the child’s family.					
Supporting Strategies: Sewall Child Development Team, Disabilities and Mental Health Specialists, accommodations and goals written in the IEP for support strategies, coaching support					

<b>Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
<b>Objective 5A</b> Utilize the Strategic Planning Framework to assure that MHEL’s mission—to enable all children to succeed in school by providing resources and education to inspire a lifetime of learning and self-sufficiency-- is being implemented.	Measure progress toward six desired results articulated in the Framework; program baselines established June 2018.	All teachers will receive 90+ professional development hours during the year. This includes two multi-day Professional Development Institutes (one in the summer of 2021 and one	August 2021 PDI was held virtually and covered topics like Trauma Informed Care with a Race and Equity lens, CLASS training, Montessori Inspired Professional	COVID has made all professional development switch to a virtual format. It has taken a bit to get staff comfortable with technology.	Monthly professional development sessions have happened in September, October and November of 2021 and January of 2022 and have covered things such as appropriate circle time practices, redefining school

## EXHIBIT A

<b>Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
		<p>in the spring of 2022). Areas of focus this year have been Montessori Inspired classroom practices and curriculum, behaviors in the classroom, and Trauma Informed Care with a Race and Equity lens. We will host monthly trainings that will focus on a variety of topics. Training also includes conferences and workshops for key teaching staff and leaders, and renewals for certifications such as CLASS inter-rater reliability. We continue to train staff in Pyramid the Plus Approach.</p>	<p>Learning Communities, and addressing the individual needs of children.</p> <p>Coaching has started for fall 2021- with teachers receiving on average 12 hours of intensive coaching per coaching cycle. Goals are set by the Education Coach with input from the teachers and focus on our Montessori Inspired curricular framework.</p> <p>Pre-CLASS observational data has also started to be collected for the fall of 2021.</p> <p>MHEL continues to provide financial</p>		<p>readiness and a review of the FLIP IT@ strategy from MHCD.</p>

EXHIBIT A

<b>Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
		Each classroom will receive 12 hours of coaching at least once during the school year.	support to those who are pursuing early childhood degrees.  Four MHEL staff are participating in a place-based BA program through UCD to work towards earning a BA in ECE		
Each member of the senior management team will meet with the President and CEO to review progress toward the respective results for which they are responsible.					
Data will be tracked through TSG, CLASS, annual audit, parent involvement on the Center Policy Committee and Board, Colorado Shines, and involvement in community policy groups.					
Supporting Strategies: MHEL provides financial support to teachers who are continuing their education. Program staff track all applicable data. Ongoing coaching is provided to all educational staff. Professional Development opportunities are offered for all MHEL staff.					

EXHIBIT A

<b>Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.</b>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 5 (baseline)</b>	<b>Progress</b>	<b>Outcomes</b>	<b>Challenges</b>	<b>Accomplishments</b>
<b>Objective 5B</b> Ensure Mile High Early Learning’s operational systems are streamlined and efficient.	Unqualified audit opinion; meet administrative cost limit to 15%.				In August of 2021 MHEL underwent an 2020/2021 annual standard audit as well as the CFR 200 (A-133) audit. MHEL received a clean audit report with an unqualified opinion and no auditor comments. Specific to Head Start funding, MHEL is limited to a max of 15% in administrative costs. For fiscal 2020/2021 MHEL admin cost as it relates to Head Start was under 15%.
Director of Finance, Controller, and Senior Head Start Director together with the President & CEO will develop and implement the annual budget to assure that resources are in place to meet programmatic needs.					
Monthly budget reviews with the Board of Directors and Policy Committee.					
Supporting Strategies: The fiscal management team maintains a regular meeting schedule regrading fiscal compliance as well as monitoring. The MHEL Policy Committee is provided with documentation monthly relating to fiscal spending and monitoring. Plante Moran, an independent firm, conducts a comprehensive fiscal audit for MHEL on a yearly basis.					

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As anticipated, many of MHEL's program goals during the 2020-2021 grant year were affected by the COVID-19 pandemic. However, MHEL and partners continued to adapt ways for distance learning and remote service options. Both teachers and family services staff have reported forming closer relationships with families. Regular communication with families occurs via phone, email, and video chat.

To position itself in direct alignment to the Head Start Early Learning Outcomes Framework (ELOF), MHEL has identified the following school readiness goals.

- Social and Emotional Development
  - Children display developmental growth in their social-emotional skills, demonstrated by meaningful relationships with peers and adults and an increase in independent problem-solving skills.
- Approaches to Learning
  - Children exhibit an increasing ability to engage in their environment by seeking out new information, asking questions, and exploring interests.
- Physical Development and Health
  - Children display an increased understanding of health and wellness habits, as well as an individual progression of physical abilities and skills.
- Language and Literacy Acquisition
  - Children display growth in the acquisition of listening, speaking, reading, and writing skills.
- Cognitive Development and General Knowledge

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- Utilizing pre-existing knowledge of the physical and social world, children demonstrate growth in higher order thinking such as reasoning and cognitive problem solving.

Each school readiness goal requires the foundational support of the family's knowledge, skill building, and engagement in their child's development across all domains. Because MHEL provides services to children birth to five years-old, in many cases we will be able to follow the child from their first years at MHEL through their preschool years, creating a comprehensive account that informs the child's development and progress. MHEL provides high quality services to children and families that result in school readiness for the child. School readiness is a comprehensive undertaking and needs parent participation to be most successful. That is why we begin our work with parents of preschoolers from the beginning of the process which is when the family and child enrolls.

### Service Delivery

#### 1. Service and Recruitment Area

There are no proposed changes to the service and recruitment area. MHEL will continue our partnership with Warren Village for 21 slots. They provide transitional housing to single-parent families who are homeless, and they are located in North Capitol Hill. KIPP Northeast will serve 16 slots. They were the first ECE program in the Westwood area in 2017. Hope Center will serve 40 slots. They have been in Denver for over 40 years and have achieved a distinguished record of helping special needs children and adults advance intellectually, vocationally, emotionally, and socially to

## EXHIBIT A

become contributing members in their families and productive members of their Northeast community.

All MHEL centers as well as partners are in areas where at least 55% of children received medical assistance (Medicaid) in 2019 according to the 2021 Denver Great Kids Head Start Community Assessment Update.

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

The 2021 Denver Great Kids Head Start Community Assessment Update has made clear that our centers/partner sites are located in neighborhoods that need high quality early childhood education and family services. Below you will see data found within the 2021 Denver Great Kids Head Start Community Assessment Update that supports the aforementioned statement. MHEL early learning centers and our three partner sites are located in neighborhoods (Five Points, Cole, Lowry Field, Sun Valley, Westwood, Cheesman Park, Clayton) that have been identified as areas with “more obstacles to success” according to the 2021 Child Well-Being Index. The Child Well-Being Index is an index that considers eleven indicators of community health such as teen births, violent crime, and unemployment to identify neighborhoods that present significant challenges/barriers to children and families living in those neighborhoods. Recruiting efforts continues daily in these neighborhoods to inform families of our program and the benefits that it provides for children and families. Five of our centers/partner sites are located in neighborhoods (Cole, Westwood, Clayton) that have more than 13% of the population without health insurance. Six of our centers/partner sites are located in neighborhoods (Cole, Westwood, Sun Valley, Clayton) where at least 17% of children are living in poverty. Six of our centers/partner sites are located in neighborhoods (Cole, Sun Valley, Westwood, Clayton) where at least 12% of households receive public

## EXHIBIT A

assistance income or SNAP. These neighborhoods include families who will qualify for our services. For Denver as a whole, approximately 33% of children are living in single-parent households. As we know, single-parent families often struggle to provide basic needs for their families because of only one income source. Furthermore, 14% of children living in Denver under age five were living in poverty in 2019. According to the Denver Great Kids Head Start Community Assessment 2021 Update, “children enrolled in high-quality preschool programs are less likely to repeat grades, need special education, or engage with law enforcement, and are more likely to graduate from high school, earn more money, and own homes as adults.” Our service area continues to cover high poverty families that have very few options for high quality care. MHEL will continue to serve children and families in areas with the greatest obstacles to success.

### 3. Chosen Program Option(s) and Funded Enrollment Slots

Mile High Early Learning Centers and Partners' Locations	2022-2023 Slots		
	Part-Day	Full-Day	Extended-Day
Westwood	34	17	19
Rude Park			11
Anna Jo Garcia Haynes		15	15
Northeast		17	
Lowry	34	50	18
SWIC		14	
Warren Village			21
KIPP Colorado Schools		16	
Hope Center		40	
<b>SUBTOTAL</b>	<b>68</b>	<b>169</b>	<b>84</b>
<b>TOTAL</b>			<b>321</b>



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MHEL will continue to offer part-day, full-day, and extended-day year-round programs specifically to meet the needs of parents who are working or going to school. For parents who do not need the extended-day education option, MHEL has offered the full-day and part-day options. We believe the part-day option supports high quality HS services and meets the needs of the community we work to serve, which includes families who have requested part-day options.

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

There are no changes with the partner sites that we are currently working with. MHEL will continue to partner with quality early learning programs. A total of 72 slots will be served at those partner locations. KIPP Northeast will have 16 slots, Hope Center will have 40 slots and Warren Village will have 21 slots. All partner sites are all full-day options.

### **5. Eligibility, Recruitment, Selection, Enrollment, and Attendance (ERSEA)**

There have been no changes to our processes for ensuring compliance with all ERSEA regulations.

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

We returned to in-person learning and have been utilizing our Montessori Inspired curriculum in the classroom. We are working with an outside consultant and Boeing to design and implement a STEM curriculum which will build upon our existing curriculum. Currently, all teachers and most all families have access to Seesaw, an online platform,

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and we are working toward using this tool as one of our main sources of communication with parents.

## 7. Health

The COVID-19 pandemic has changed how we meet the screening needs of our children. With limited in classroom access, screenings are taking place, but at a slower pace. We scheduled screenings with vendor staff for only one center per day, thus, hoping to eliminate the number of personal contacts. Staff were very conscientious about COVID-19 protocols between children and keeping everyone safe. Dental exams from Denver Health were not provided on site this past year due to COVID-19. We referred children for dental exams and encouraged families to make appointments. Starting this school year, we have resumed in person screenings and exams for all children. Denver Health dentists provide an exam and fluoride to children who have a signed permission. The dentists go to one center per day in keeping with our COVID-19 protocols. Families are referred for resources and follow-up exams as needed.

There has also been some change to how mental health consultation is provided for teachers, children, and families. In each of our centers and classrooms, Early Childhood Mental Health Consultation from Mental Health Center of Denver (MHCD) begins with goal setting to ensure support is intentional and effective at meeting the highest needs of the children, families, and staff. Due to COVID-19, mental health supports continue to be provided in a hybrid model. Consultants are on site to conduct observations and consult with staff on the social and emotional needs of children, families, and classrooms. Consultants also utilize virtual tools to connect with staff in one-on-one

## EXHIBIT A

consultation, team meetings, and monthly collaboration meetings. By using both in-person and virtual consultation, staff are able to access the expertise of Early Childhood Mental Health consultants on a consistent basis, while also being aware of the safety of all staff, children, and families.

During this pandemic, we have continued to serve nutritious meals for breakfast, lunch, and snack that meet CACFP requirements. Since the pandemic, we have ceased performing family style meal service in our classrooms but plan to resume family style meal service once we have an appropriate plan in place. In place of family style meal service, classroom staff have been serving children each required component in the minimum portion size. Teachers continue to teach about nutrition and healthy eating during meal times. Additionally, food shortages have been common throughout this pandemic, but we adjusted our menus to ensure that our children are receiving high quality nutritious food. Furthermore, hiring kitchen staff has been problematic throughout the pandemic, but our kitchens have maintained the same level of productivity as though we were fully staffed. We are still preparing food from scratch and serving children a wide variety of recipes that expose them to many different foods. All in all, we are proud to state that our children have received the same standard of meals outlined in Head Start performance standards that they were used to prior to the pandemic.

### **8. Family & Community Engagement**

The only change to the family and community engagement program is that due to COVID-19, families cannot gather in our centers. This has created a barrier for many families to be able to participate in meetings and engage in center activities. MHEL has

## EXHIBIT A

been holding Zoom meetings at different times of the day to support parent engagement. iPads are also available for families if needed. MHEL actively recruits bilingual candidates and requires bilingual skills in certain positions to meet the needs of children and families. In the classrooms where most students have Spanish as their home language, MHEL makes it a priority that one of the teaching staff in the classroom is bilingual in Spanish.

MHEL continues to reach out to other community agencies to provide support for other languages including the African Community Center and DPS both of whom can provide translators.

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

Currently disability services are being delivered in person. There is not a limit on the number of classrooms or sites that can be visited each day. All vendors and visitors must be vaccinated to enter our buildings and classrooms. They must be screened for symptoms on-site each day. Meetings are still virtual when possible.

Services for students with IEPs take place within MHEL classrooms, allowing teachers and service providers to connect regarding strategies and interventions. Monthly classroom- and child-specific collaboration meetings are conducted in a hybrid format, with some participants meeting in person and others joining virtually. Returning to partially in-person meetings has allowed for more connection and improved collaboration on individual student needs. The Disabilities and Mental Health Specialists are regularly in classrooms gathering data, modeling strategies, and providing materials

## EXHIBIT A

and resources. This direct support of teachers ensures students with disabilities and suspected delays receive appropriate individualization. Through team meetings and in-class support, Disabilities and Mental Health Specialists are able to work with teachers and families to identify children with suspected delays and refer for special education evaluation.

The Disabilities and Mental Health team has grown to include two Behavior Support Specialist positions. These individuals work alongside Disabilities and Mental Health Specialists to individualize for children. The Behavior Support Specialists spend most of their time in classrooms collecting data, identifying behavioral interventions, modeling strategies, and supporting the implementation of positive behavior supports. The Behavior Support Specialists facilitate the entire Positive Behavior Support planning process, including leading family meetings, and working with the team to create detailed intervention plans.

### 10. Transition

There have been no changes to our transition process.

### 12. Transportation

There have been no changes to transportation services.

## **Governance, Organizational, and Management Structures**

### 1. Governance

The MHEL Board of Directors and the Policy Committee partner closely to oversee and administer the grant. The Board has legal and fiscal responsibility for the organization

## EXHIBIT A

and takes an active role in the planning and evaluation of the Head Start program. The Policy Committee's responsibilities include program planning, assessment, and administration in accordance with the HSPPS. MHEL is committed to providing parents with opportunities to become leaders and advocates for their child's education. The Board is made up of early childhood professionals, health and mental health professionals, legal and financial experts including a licensed practicing attorney, and community and parent leaders. In addition, Board members include community members with expertise in pediatric health, nonprofit governance, human resources, communications and marketing, development, and local government. Parent Representatives on the Policy Committee are elected to serve on the Board. The Board and Policy Committee receive training each year on MHEL's shared governance policy, HSPPS, and MHEL's eligibility determination policies. The two bodies review and approve the Head Start program policies and review financial statements monthly. The Policy Committee also receives monthly trainings, programmatic data, and updates with regard to each department of MHEL. The Chief Program Officer participates in all the Board and Policy Committee Meetings and regularly presents updates on the status of the program so that the Board and Policy Committee can use key program information to inform their decisions.

There has been a major shift in how MHEL works to meet the Policy Committee's responsibilities in accordance with the HSPPS. Due to COVID-19 with limits on in-person meetings, all meetings have shifted to virtual only. To support this, MHEL has purchased iPads for Policy Committee representatives on loan from the program. MHEL

## EXHIBIT A

has purchased them and lends them to the Policy Committee reps to use for the program year to attend meetings. This allows representatives to access the virtual meeting platform and be able to review reports and documents in order to perform their duties. Dinner is also ordered and sent to their homes to feed their families. This supports parents to be able to attend and participate in the meetings without worrying about preparing a meal for their family. At MHEL, the parent committees have set aside a designated time during center parent meetings and activities for parents to ask any questions or express any concerns and to communicate their ideas to staff and to Policy Committee representatives. The Policy Committee representatives are then able to communicate the information from their specific center with the entire Committee and Chief Program Officer at monthly meetings. It is the responsibility of the Chief Program Officer to discuss these concerns with other members of the MHEL staff including the senior management team and the President/CEO as appropriate.

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

We have hired some new key staffs. Our Head Start Manager will coordinate, direct and oversee the Health, Nutrition and child care partnerships for the Head Start program at Mile High Early Learning in compliance with State of Colorado child care licensing and Head Start Performance Standards. Work with the Chief Program Officer in providing leadership in planning, designing, implementing and evaluating program systems. Our Early Childhood Behavior Support Specialist is responsible for facilitating MHEL's Positive Behavior Support planning process in compliance with Federal, State, and MHEL requirements, including providing direct support to children, families, and staff regarding the implementation of positive behavior guidance strategies.

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

MHEL is continuing its Race and Equity learning initiative. We will continue to have a Race/Equity steering committee. We will also be sending out a survey around Race/Equity to collect data on where we are as an organization and use that information to plan for the 2022-2023 school year.

MHEL is mapping out how race and equity, trauma informed care, and Montessori-inspired approach work together to support children, families, and staff. This work combines information from the Community Assessment and Self-Assessment. We know that we are working with an increasingly diverse group of families and that it is important for our staff to understand how their understanding of race and privilege can support their work every day.

There will be some changes to our program management. MHEL has added a Head Start Manager. This person coordinates, directs, and oversees the Health, Nutrition, and child care partnerships for the Head Start program. The position also works with the Chief Program Officer in providing leadership in planning, designing, implementing, and evaluating program systems.

There have been no major changes to our quality improvement areas. MHEL has had no noncompliance/deficiencies, safety incidents, or audit findings.

## **Section II. Budget and Budget Justification Narrative**

The budget outline explains how funds will be spent.



## EXHIBIT B

**Mile High Early Learning  
2022-2023 Head Start Delegate Agency Grant Budget Narrative**

The total amount requested for grant funds for Mile High Early Learning (MHEL) from Denver Great Kids Head Start is **\$2,811,750**:

- \$2,238,261                      Program Operations (PA 22 operational dollars)
- \$ 11,139                        Training/Technical Assistance (PA 20 training dollars)
- \$ 562,350                        Non- Federal Share

Included in this request are a total of 321 Head Start slots; 244 to be served through MHEL centers and 77 to be served through partnerships with Warren Village Inc., Hope Center and KIPP Colorado and other community partners.

**Personnel** **\$1,677,243 Personnel**

The proposed MHEL Head Start budget is 74.56% staff salaries (\$1,677,243), with 91.29% (\$1,531,316) of staff salaries being direct program costs.

Staff are allocated to the Head Start program based on a variety of factors. MHEL has a capacity of 471 children, which include 40 infants, 72 toddlers and 359 preschoolers. Out of the 359 preschooler slots, 244 (68%) will be Head Start. Due to Head Start budget constraints, MHEL allocates between 0% - 90% of administrative staff salaries to the Head Start budget. Preschool teaching staff are allocated between 50% - 90% to Head Start, depending on classroom program options. MHEL will adhere to all Head Start salary caps.

- MHEL Match is \$21,000. Total Personnel budget is \$1,698,243

**Fringe Benefits** **\$316,978**

The proposed MHEL Head Start budget is 14% (\$316,978) for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security Medicare tax in the amount of \$117,400, health insurance premiums in the amount of \$145,536, life and disability insurance in the amount of \$5,000, employer 401k match in the amount of \$49,042.

- MHEL Match is \$6,790. Total Fringe Benefits budget is \$323,768

**Travel** **\$0**

Except for funds in the Training and Staff Development line item, there are no Out-of-Town Travel costs planned in the Head Start budget.

**Equipment Purchases** **\$0**

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There are no equipment purchases of \$5,000 or more planned in the Head Start budget.

**Supplies** **\$0**

There are no supply purchases planned in the Head Start budget. Supplies are being funded through other funding sources and donations.

**Contracts** **\$239,240**

MHEL has budgeted for three items in Contractual.

- Warren Village
- Hope Center
- KIPP Colorado
- Denver Health and Hospital Authority Contract Nursing Services

MHEL is partnering with Warren Village for 21 Head Start slots; KIPP Colorado for 16 slots; and Hope Center for 40 slots.

Community partners will provide educational instruction with appropriately credentialed staff as well as intensive case management. MHEL will provide training and technical assistance associated with Head Start, child assessment and nutrition education, supplementary family services and Head Start monitoring and reporting. Warren Village's budgeted amount is \$48,720. Hope Center's budgeted amount is \$121,800. KIPP Colorado's budgeted amount is \$48,720.

MHEL has contracted with Denver Health and Hospital Authority for nursing services. DHHA budget is \$20,000.

- MHEL Match is \$194,560. Total Contracts budget is \$433,800

**Construction and Renovations** **\$0**

No renovations or construction activities are supported by the Head Start budget.

**Other** **\$15,939**

Other: \$4,800

Policy Committee: Materials and supplies for Policy Committee meetings.

Training and Staff Development: \$ 11,139

Training and Technical Assistance costs (PA 20 training dollars).

The dollars budgeted are to be used to support parents and staff attendance at Head Start Conferences (including cost of the conference registration, travel, lodging and per diem) and



## EXHIBIT B

other conferences as deemed valuable to program quality improvement. In addition, funds may be used for college classes for staff, including books and other professional development opportunities.

- MHEL Match is \$340,000. Total Other budget is \$355,939.

### **Unusual Situation or Special Programming**

No unusual situations or special programming is supported by the Head Start budget.

### **Cash and Other Resources Used to Support the Project in Addition to the Federal Funds Requested and the Required Non-Federal Match**

Other resources used to support our Head Start program include the Child Care Block Grant (CCCAP and TANF), the Child and Adult Care Food Program (CACFP), Denver Preschool Program (DPP) and Colorado Preschool Program (CPP).

### **Shared Staff, Facilities and Equipment**

MHEL operates its Head Start program in conjunction with early care and education programming for infants, toddlers and preschoolers. Therefore, facilities, staff, supplies and equipment, and administrative support are shared among all programs. Costs not covered in the Head Start budget are expensed in the MHEL operating budget.

### **Legal Fees and Attorney Costs**

Legal fees are budgeted in the MHEL general operating budget for legal consultation regarding personnel issues and policies, and consultation regarding OCR and ADA issues. There are not any legal fees budgeted in the Head Start budget.

### **Non-Federal Resources**

**\$562,350**

Participation in the Head Start program requires that Mile High Early Learning (MHEL) contribute 25% of its total Head Start grant amount in non-federal in-kind donations. The in-kind donations can come from many sources including family literacy sheets, classroom volunteers, field trip chaperones, parent volunteers, policy council meetings or other Head Start required meetings or non-federal funds that are used to supplement Head Start funding. The in-kind donations can also come from supplies and services donated directly to the MHEL program as long as the goods or services that are being donated would have been purchased by the agency for the benefit of the Head Start program. Building depreciation and other occupancy costs can also be considered in-kind as long the agency does not use federal funding to pay for the space being donated.

Non-federal resources may include the following:

- Classroom and field trip volunteering
- Family literacy sheets
- Translation services
- Painting and maintenance of the facilities
- Cleaning and maintenance of the grounds

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- Building depreciation
- Occupancy costs
- Donated supplies
- Foundation grants used to support the Head Start program
- Board of Directors' volunteer time to attend meetings
- Parents and community members' time to attend Policy Committee meetings
- Individual donors
- Denver Preschool Program income
- Colorado Preschool Program income

This is the estimated detail for the 2022/2023 grant year.

<b>Description</b>	<b>Amount</b>	<b>Budget Category</b>
<ul style="list-style-type: none"> <li>• Classroom and field trip volunteering</li> <li>• Family literacy sheets</li> <li>• Administrative assistance</li> </ul>	\$16,000	Personnel Teacher Aides - \$16/hr. for 1,000 hours
<ul style="list-style-type: none"> <li>• Translation services</li> <li>• Board of Directors' volunteer time to attend meetings</li> <li>• Parents and community members' time to attend Policy Committee meetings</li> </ul>	\$5,000	Personnel Translation services - \$500 Board of Directors - \$3,600 Policy Committee - \$900
<ul style="list-style-type: none"> <li>• Denver Preschool Program</li> </ul>	\$100,000	Contractual - These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> <li>• Colorado Preschool Program</li> </ul>	\$94,560	Contractual – These funds will be used to purchase classroom supplies, occupancy costs, personnel costs and other general operating expenses.
<ul style="list-style-type: none"> <li>• Building depreciation</li> </ul>	\$340,000	Other – Rent
<ul style="list-style-type: none"> <li>• Fringe benefits</li> </ul>	\$6,790	Fringe benefits
<b>TOTAL</b>	<b>\$562,350</b>	

Volunteers can be parents or members of the community. The volunteer wage rate is calculated based upon the service the volunteer is providing. For example, if the volunteer is helping in the classroom, the wage rate for Teacher Assistants (current average \$16.00) is used; the Policy Committee member's rate is calculated at the salary of the Head Start Director (current average \$26.01); and the rate used for volunteers painting a classroom is the average wage rate (current



average \$20.57) of our maintenance department staff. The fringe benefit rate used for in-kind calculations is the same as the Agency rate for Head Start employees.

Completion of the volunteer time sheets is the responsibility of the Program Directors and the Family Community Advocates. Each Head Start classroom has a monthly volunteer time sheet that is filled out and signed by each volunteer. Other types of approved documentation for in-kind donations include "Family Literacy" forms and "Vouchers for Non-Federal Share In-kind Contribution" forms. At the end of each month/week, the Program Directors or the Family and Community Advocates (FCA) review the forms for accuracy and then gives the forms to the Family and Community Partnerships Coordinator (FCPC). The FCPC them for completeness, reasonableness and propriety and then gives them to the Special Projects Assistant.

The Administrative Assistant is responsible for calculating the dollar value of the volunteers' time. The forms are then given to the Controller who is responsible for compiling all the in-kind donations by center and then reporting the information to the Denver Great Kids Head Start city office.

Non-federal resources include donated building depreciation (the City and County's annual depreciation amount prorated based on Head Start FTE). Four early learning centers are leased from the City: Westwood, Anna Jo Garcia Haynes, Northeast, and Lowry.

Head Start also receives a portion of MHEL's occupancy costs as an in-kind donation. The portion is determined by the number of FTE Head Start children to the program capacity.

In addition, MHEL uses Denver Preschool Program (DPP) and Colorado Preschool Program (CPP) revenue as part of the in-kind donation. DPP revenue is received on all kindergarten bound preschoolers, with about 98% of those preschoolers also receiving Head Start services. CPP revenue can be received on infants, toddlers and preschool children. MHEL expects to receive 277 CPP slots at the rate of \$421 per slot per month for September 2022 through May 2023.

### **MHEL Financial & Property Management System**

MHEL's Fiscal department includes a Chief Financial Officer and a Controller. Total experience in nonprofit financial management exceeds 30 years.

MHEL uses accounting software Intacct and complies with GAAP. Each year MHEL is audited by an outside, independent auditing firm for both the standard audit and the CFR 200 compliant (formally A-133) audit. MHEL provides audited financial statements to funders as required.

Within the accounting system, MHEL tracks property with a value of \$5,000 or greater and applies a 5-year straight line depreciation schedule.

MHEL operates a strict dual control accounting system. Individuals that have the ability to make entries in the accounting system do not have the ability to sign checks or release funds from financial institutions. In addition, all checks that exceed \$1,000 require two signatures.

EXHIBIT B

Monthly financial reports are provided to the President & CEO, the Board of Directors and the Head Start Manager.

## EXHIBIT B

## Budget/Budget Narrative for Head Start Grant term: July - June

Budget Category	Head Start Base Request	HS Non-Federal Share	Early Head Start Base	EHS Non-Federal Share	Total Per Category
<b>Staff Salaries</b>  <i>Narrative: The proposed Head Start Budget includes 74% for staff with 91 % (1,531,316) of staff salaries being direct program costs. Staff are allocated to the Head Start program based on a variety of factors. MHEL anticipates having a capacity of 471 children at centers where Head Start children are served which include: 40 infants, 72 toddlers, and 359 preschoolers. Out of the 359 preschool slots, 244 (68%) will be Head Start. Preschool teaching staff are allocated between 50% - 90% to Head Start. MHEL will adhere to all Head Start salary caps and the State and local minimum wage rates.</i>					
	\$1,677,243.00	\$21,000.00			\$1,698,243.00
<b>Benefits</b>					

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<i>Narrative - The proposed MHEL Head Start budget includes 14% for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security/Medicare tax in the amount of \$117,400; health, dental, vision, and life and disability insurance premiums in the amount of \$150,536; and employer 401k match in the amount of \$49,042.</i>	\$316,978.00	\$6,790.00		\$323,768.00
<b>Program Supplies/Materials</b>				
<i>Narrative -</i>				\$0.00
<b>Rent (if applicable)</b>				
<i>Narrative</i>		\$340,000.00		\$340,000.00
<b>Utilities</b>				
<i>Narrative</i>				\$0.00
<b>Local Travel</b>				
<i>Narrative</i>				\$0.00
<b>Parent Services</b>				
<i>Narrative - The proposed MHEL Head Start budget includes \$4,800 for parent services, which includes \$400 per month for Policy Committee meeting supplies and meals.</i>	\$4,800.00			\$4,800.00
<b>Technical Training and Staff Development</b>				



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<p><i>Narrative - The proposed MHEL Head Start budget includes \$11,139, that will be used to parents and staff attendance at Head Start conferences (including the cost of the conference registration, travel, lodging and per diem) and other conferences as deemed valuable to program quality improvement. In addition, funds may be used for college classes for staff, including books and other professional development opportunities.</i></p>	\$11,139.00				\$11,139.00
<p><b>Other - Contractual</b></p>					
<p><i>Narrative - MHEL has budgeted partnerships with KIPP Colorado Schools for 16 slots, Warren Village for 21 slots and Hope Center for 40 slots for a total of 77 slots. MHEL partners will provide educational instruction as well as intensive case management with appropriately credentialed staff. MHEL will provide training and technical assistance associated with Head Start, child assessment, and nutrition education; supplementary family services, and Head Start monitoring and reporting. MHEL has also contracted with Denver Health and Hospital Authority for nursing services.</i></p>	\$239,240.00	\$194,560.00			\$433,800.00
<p><b>Indirect Costs</b></p>					
<p><i>Narrative -</i></p>					\$0.00
<p><b>Insurance</b></p>					

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<i>Narrative -</i>					\$0.00
<b>Nutrition Services (Meals)</b>					
<i>Narrative -</i>					\$0.00
<b>Volunteers</b>					
<i>Narrative -</i>					\$0.00
<b>Totals</b>	\$2,249,400	\$562,350	\$0	\$0	<b>\$2,811,750</b>

**EXHIBIT B-1****Budget/Budget Narrative for Head Start Grant term: July - June**

<b>Budget Category</b>	<b>Head Start Base Request</b>	<b>HS Non-Federal Share</b>	<b>Early Head Start Base</b>	<b>EHS Non-Federal Share</b>	<b>Total Per Category</b>
<p><b>Staff Salaries</b></p> <p><i>Narrative: The proposed Head Start Budget includes 74% for staff with 91 % (1,531,316) of staff salaries being direct program costs. Staff are allocated to the Head Start program based on a variety of factors. MHEL anticipates having a capacity of 471 children at centers where Head Start children are served which include: 40 infants, 72 toddlers, and 359 preschoolers. Out of the 359 preschool slots, 244 (68%) will be Head Start. Preschool teaching staff are allocated between 50% - 90% to Head Start. MHEL will adhere to all Head Start salary caps and the State and local minimum wage rates.</i></p>	\$1,677,243.00	\$21,000.00			\$1,698,243.00
<p><b>Benefits</b></p> <p><i>Narrative - The proposed MHEL Head Start budget includes 14% for fringe benefits and employer taxes. The proposed budget consists of the following: employer Social Security/Medicare tax in the amount of \$117,400; health, dental, vision, and life and disability insurance premiums in the amount of \$150,536; and employer 401k match in the amount of \$49,042.</i></p>	\$316,978.00	\$6,790.00			\$323,768.00

<b>Program Supplies/Materials</b>					\$0.00
<i>Narrative -</i>					
<b>Rent (if applicable)</b>					\$340,000.00
<i>Narrative</i>		\$340,000.00			\$340,000.00
<b>Utilities</b>					\$0.00
<i>Narrative</i>					
<b>Local Travel</b>					\$0.00
<i>Narrative</i>					
<b>Parent Services</b>					
<i>Narrative - The proposed MHEL Head Start budget includes \$4,800 for parent services, which includes \$400 per month for Policy Committee meeting supplies and meals.</i>	\$4,800.00				\$4,800.00
<b>Technical Training and Staff Development</b>					
<i>Narrative - The proposed MHEL Head Start budget includes \$11,139, that will be used to parents and staff attendance at Head Start conferences (including the cost of the conference registration, travel, lodging and per diem) and other conferences as deemed valuable to program quality improvement. In addition, funds may be used for college classes for staff, including books and other professional development opportunities.</i>	\$11,139.00				\$11,139.00
<b>Other - Contractual</b>					

<i>Narrative - MHEL has budgeted partnerships with KIPP Colorado Schools for 16 slots, Warren Village for 21 slots and Hope Center for 40 slots for a total of 77 slots. MHEL partners will provide educational instruction as well as intensive case management with appropriately credentialed staff. MHEL will provide training and technical assistance associated with Head Start, child assessment, and nutrition education; supplementary family services, and Head Start monitoring and reporting. MHEL has also contracted with Denver Health and Hospital Authority for nursing services.</i>	\$239,240.00	\$194,560.00			\$433,800.00
<b>Indirect Costs</b>					
<i>Narrative -</i>					\$0.00
<b>Insurance</b>					
<i>Narrative -</i>					\$0.00
<b>Nutrition Services (Meals)</b>					
<i>Narrative -</i>					\$0.00
<b>Volunteers</b>					
<i>Narrative -</i>					\$0.00
<b>Totals</b>	\$2,249,400	\$562,350	\$0	\$0	<b>\$2,811,750</b>



## EXHIBIT C

## Mile High Early Learning 2022-2023 Head Start Program Calendar

<b>Part-day</b>	8:00 am – 11:30 am/12:30 pm – 4:00 pm/Monday – Thursday September 6, 2022 – May 25, 2023
<b>Full-day</b>	8:30 am-3:30 pm/Monday-Thursday 8:30 am-3:30 pm/Monday-Friday (Northeast) September 6, 2022 – May 26, 2023
<b>Extended-day</b>	7:15 am-5:45 pm/Monday-Friday October 3, 2022 – June 22, 2023

If MHEL has more than 2 snow days, we will extend our program year.

### Closures/Holidays: 2022

July 4-8	Summer Break
August 8-12	Professional Development
September 5	Labor Day
September 30	Professional Development
October 14	Professional Development
October 17	Planning Day
November 4	Professional Development
November 23 - 25	Thanksgiving
December 25	Christmas Holiday
December 19-30	Winter Break

### 2023

January 2	New Year's Day
January 3	Professional Development
January 16	Martin Luther King Jr. Day
February 20	Professional Development
February 21	Planning Day
March 27 – 31	Professional Development
April 3	Planning Day
April 28	Professional Development
May 29	Memorial Day
June 23	Professional Development

### Partners

<b>Warren Village</b>	October 3, 2022-June 23, 2023
<b>Hope Center</b>	September 6, 2022- May 26, 2023
<b>KIPP Colorado Schools</b>	August 22, 2022 – June 3, 2023

## Denver Great Kids Head Start - Program Year 27 Report Schedule

### EXHIBIT D

REPORT TYPE	NAME AND DESCRIPTION	DUE DATE	RESPONSIBLE PARTY	DELIVERY METHOD
ENROLLMENT	Comprehensive Template	5th of Every Month	Cross-Content Areas	Data Connector
ATTENDANCE	Attendance Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
PHYSICAL HEALTH	Comprehensive Template	5th of Every Month	Health Coordinator	Data Connector
Marion Downs Referrals	Marion Downs Referral Template	Oct, Jan, April, July	Health Coordinator	<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
MENTAL HEALTH	Mental Health Template	10th of Every Month	Mental Health Contact	Data Connector
DISABILITIES	Disabilities Template	10th of Every Month	Disabilities Contact	Data Connector
FAMILY SERVICES	Comprehensive Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
FAMILY SERVICES	FPA's, Strength and Needs	JAN 15th		Data Connector
FAMILY SERVICES	Recruitment Template	5 <sup>th</sup> of Every Month		Data Connector
EDUCATION	Raw TSGOLD data	Fall, Winter, Spring	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	Data Connector
EDUCATION	Coaching Logs	10 <sup>th</sup> of Every Month	Education Coordinators	<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Invoice - Variance Report, General Ledger Detail, GL Summary, and receipts for purchases >\$1K	21st of Every Month		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	USDA Reimbursement Report	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Admin and Developmental Costs	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Program Budget PY28 July 2023 to June 2024	Annually, FEB 10 2023		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Single Audit Report	Annually, MAR 2023		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2023		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Certificate of Insurance PY 28 July 2023 to June 2024	Current at time of contract - Annually, MAR 1 2023		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Budget Projection	November 2022 and March 2023		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
GRANTOR ADMIN REPORTS	Monitoring Reports/ Plans	ONGOING		Delegate Head Start Director
GRANTOR ADMIN REPORTS	Policy Council Minutes	Last Business Day of Month Following Meeting	DGKHS Office Manager	Delegate Head Start Director
DELEGATE ADMIN REPORTS	Self-Assessment	JAN 31st	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Personnel Report	Last Business Day of Every 3 Months	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org</a> / DGKHS Executive Director

EXHIBIT E

**Anna Jo Garcia Haynes Early Learning Center**

2851 Tremont Place, Denver, CO 80205  
Phone: 303.295.2011 Fax: 303.295.7523  
**Program Director: Phyllis Garcia**  
**Assistant Director: Heather Pischel**  
**FCA: Rebecca Schulte**  
Hours: 7:15 AM – 5:45 PM

**Northeast Early Learning Center**

3503 Marion St., Denver, CO 80205  
Phone: 303.295.2509 Fax: 303.308.1565  
**Program Director: Phyllis Garcia**  
**FCA: Nancy Duenas**  
Hours: 7:15 AM – 5:30 PM

**Lowry Early Learning Center**

957 Ulster Way, Denver, CO 80230  
Phone: 303.340.1296 Fax: 303.340.8916  
**Program Director: Nicole Little**  
**Assistant Director: Johanna Hernandez**  
**FCA: Jennifer White**  
**FCA: vacant**  
Hours: 7:15 AM – 5:45 PM

**Rude Park Early Learning Center**

1275 Decatur St., Denver, CO 80204  
Phone: 303.629.6785 Fax: 303.592.7384  
**Program Director: Vacant**  
**Assistant Director: Vacant**  
**FCA: LaDray Roybal**  
Hours: 7:15 AM – 5:45 PM

**Westwood & SWIC Early Learning Center**

980 South Lowell Blvd., Denver, CO 80219  
Phone: 303.922.1123 Fax: 303.934.7551  
**Program Director: Cheryl Cardenas**  
**Assistant Director: Louisa Martinez-Valdez**  
**FCA: Mary Castro-Shippley**  
**FCA: Maricella Saabedra**  
Hours: 7:15 AM – 5:45 PM

**SWIC**

1000 South Lowell Blvd., Denver, CO 80219  
Phone: 303.922.1123 Fax: 303.934.7551  
Hours: M-Th 8:30-11:30 AM, 1:00-4:00 PM

**Warren Village**

1323 Gilpin St., Denver, CO 80218  
Phone: 303.321.2345  
**Program Director: Maggie Rittenhouse**  
**FCA: Nancy Duenas**  
Hours: 7:00 AM – 6:00 PM

**KIPP**

3400 W. Nevada Place, Denver, CO 80219  
Phone: 720.944.2812  
**Program Director: Aidan Bassett**  
**FCA: Nichole Johnson**  
Hours: 7:30 AM – 4:00 PM

**Hope Center**

3400 Elizabeth Street, Denver CO 80205  
Phone: 303.388.4801  
**Program Director: Gerie Grimes**  
**FCA: Nichole Johnson**  
Hours: 7:00am – 6:00pm







LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY <b>CCIG</b>	NAMED INSURED <b>Mile High Montessori ELC</b> 616 E Speer Blvd Denver, CO 80203
POLICY NUMBER <b>SEE PAGE 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>
CARRIER <b>SEE PAGE 1</b>	
NAIC CODE <b>SEE P 1</b>	

### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

#### coverages continued

**Policy: Commercial Crime Coverage**

**Carrier: Philadelphia Insurance CO.**

**Policy #: PHSD1649107**

**Effective: 07/30/2021**

**Expiration: 06/30/2022**

**Coverage: Employee Theft - \$500,000**

**Retention: \$10,000**

**Policy: Student Accident**

**Carrier: National Union Fire Ins. Co. of Pittsburgh PA**

**Policy #: SRG0009144591-A**

**Effective: 06/30/2021**

**Expiration: 06/30/2022**

**Coverage: Employee Theft - \$250,000**

**Policy: Executive Management Liability**

**Carrier: Unites States Liability Insurance**

**Policy #: NDO1008277V**

**Effective: 06/30/2021**

**Expiration: 06/30/2022**

**Coverage: Directors & Officers Liability - \$1,000,000**

**Employment Related Practices Liability - \$1,000,000**

**Fiduciary Liability - \$1,000,000**

**Retention: \$10,000**