

## 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 **VOLUNTEERS OF AMERICA COLORADO BRANCH**, a Colorado nonprofit corporation, with an address of 2660 Larimer Street, Denver, Colorado 80205 (the “Contractor”), jointly (“the Parties”).

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

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

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

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

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

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

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

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

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

**I.** “Services” means the scope of services to be provided by the Contractor as set forth in this Agreement and the Exhibits attached hereto relating to the provision of services to

administer and operate Head Start programs. For purposes of providing the Services, the Contractor is a subrecipient of federal Head Start funds.

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

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

**L.** “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 2024-2025 (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,** Certificate of Insurance.

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

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

Payment of Prevailing Wages.

**H. Exhibit H**, Standardized Health/Wellness Form.

**I. Exhibit I**, Standardized Head Start Eligibility Form.

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, 2024 and will expire on June 30, 2025 (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.** Contractor will follow “Head Start Performance Standards” to provide Active Supervision of all children at all times; and will use Active Supervision strategies to ensure all children are safe in the Head Start environment. Active Supervision includes but is not limited to ensuring that all children are under the direct supervision of a qualified adult with the responsibility to supervise at all times and no child is at no time left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care, and using name-to-face recognition by visually identifying each child. Contractor will develop adequate methods for maintaining group control and handling individual behavior consistent with any and all City policies concerning developmentally appropriate practices. Contractor will report all incidents of unsupervised children, regardless of Head Start or Early Head Start funding, to City within twenty-four (24) hours. Reporting of unsupervised children will include any reports made or information shared with child welfare agencies, state licensing bodies, and parents. The Contractor will report the results of all state and local child-care licensing visits and determinations to the Head Start Director without delay.

**H.** 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.

**I.** 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.

**J.** 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.

**K.** 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.

**L.** 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.

**M.** 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.

**N.** 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.

**O.** 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, City funded vacancies shall be given priority over vacancies funded by non-City sources. 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).

**P.** 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 **ONE MILLION TWO HUNDRED THIRTY-**

**NINE THOUSAND NINE HUNDRED FORTY-SIX DOLLARS AND FORTY-THREE CENTS (\$1,239,946.43)** (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 **TWO HUNDRED FORTY-SEVEN THOUSAND NINE HUNDRED EIGHTY-NINE DOLLARS AND TWENTY-NINE CENTS (\$247,989.29)** 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 2024-2025, HHS may issue only a partial financial award for program costs for Program Year 2024-2025. 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 shall 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 E**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of any of the City’s rights or remedies under this Agreement. The City’s Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor, Subdelegate’s, and

Subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages 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) **Cyber Liability:** Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic

information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

**(10) Professional Liability** (Errors & Omissions): Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

**15. DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the 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 F**, entitled Site Locations. The Contractor will be responsible for executing any and all leases or amendments of leases of the real property and/or facilities designated on **Exhibit F**. The Contractor will maintain, and will cause any and all Subdelegates to maintain, copies of all leases and amendments thereto executed in the performance of services under this Agreement, and will deliver copies thereof to the City upon request.

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

such new facility.

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

D. **Licensing of Site Locations.** The Contractor will obtain and maintain any and all required and appropriate licenses to operate Head Start programs. No site location will be opened and no Head Start funds will be paid to the Contractor if the Contractor does not have in place, prior to opening each site location and maintaining throughout the term of this Agreement, any and all required and appropriate license for each and every site location. The Contractor will provide the Director with a copy of current licenses maintained by the Contractor for each site location identified in **Exhibit F**. In addition, the Contractor will secure, post and maintain in its' files copies of current health inspection reports for each kitchen facility utilized in the preparation of food for each site location identified in **Exhibit F**. If, at any time during the term of this Agreement, any such health clearance or license is revoked, suspended or modified, or if the Contractor in any other manner loses the clearance or license, the Contractor will give immediate written notice to the Director. In such an event, the City may, in its sole discretion, order corrective action or suspend or terminate this Agreement. Head Start funds will not be paid to the Contractor to operate a Head Start Program in a site location that is not covered by the aforementioned clearances and/or licenses. If Contractor receives any order, direction, notice or other communication concerning the licensing of any site location assigned to the Contractor by the City, the Contractor will be solely responsible for taking any and all action required to maintain all licenses in good standing. The Contractor will submit a copy to the Director of all such orders, reports, direction, notices or communications within twenty-four (24) hours of Contractor's receipt thereof. The Contractor will notify the Director in writing within twenty-four (24) hours of Contractor's receipt of any notice of immediate closure of any site location assigned to the Contractor by the City. The Contractor will comply by the required date and time. The City

reserves the right to require Contractor to cease or suspend program operations at any time if the City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

**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 is attached hereto and marked as **Exhibit G**;

O. **Mandatory Disclosures.** Contractor must disclose, in a timely manner, in writing to the Agency all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the work to be performed under this Agreement. Failure to make required disclosures can result in the Agency taking any of the remedies described in 2 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, ethnicity, citizenship, immigration status gender, age, military status, sexual orientation, gender expression



or gender identity, marital status, source of income, military status, protective hairstyle, or 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;

**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. PROTECTED INFORMATION AND DATA PROTECTION

A. **Compliance with Data Protection Laws**: The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, et seq., C.R.S., IRS Publication 1075, the Health Information Portability and Accountability Act (HIPAA), the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information, the Colorado Consumer Protection Act, and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

B. **Safeguarding Protected Information**: "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and personally identifiable information as defined by §§ 24-73-101(4)(b) and 6-1-716(1)(g)(I)(A), C.R.S., as amended. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, et seq., C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under

circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S.

**C. Data Access and Integrity:** The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under the Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

**D. Data Retention, Transfer, Litigation Holds, and Destruction:** Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will

promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

**E. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall fully comply with all requirements and conditions, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements or updates consistent with evolving industry standards, and periodic penetration testing.

**F. Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary 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 Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

**G. Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and

for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

**H. Security Breach:** If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City 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 in connection with a Security Breach or lawful notices.

**I. Request for Additional Protections and Survival:** In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City’s request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City’s

expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of the Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

### **31. 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.

**32. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

**34. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

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

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

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

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



**39. PARAGRAPH/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.

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

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

**42. CITY EXECUTION OF AGREEMENT:** This Agreement 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.

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

**44. 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**

**Exhibit A**, Contractor's Application and narrative to provide Head Start Services for program year 2024-2025 (Program Design).

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

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

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

**Exhibit E**, Certificate of Insurance.

**Exhibit F**, Site Locations.

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

**Exhibit H**, Standardized Health/Wellness Form.

**Exhibit I**, Standardized Head Start Eligibility Form.

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**[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]**

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

MOEAI-202474483-00  
VOLUNTEERS OF AMERICA COLORADO BRANCH

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:

\_\_\_\_\_


\_\_\_\_\_

By:

\_\_\_\_\_

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

MOEAI-202474483-00  
VOLUNTEERS OF AMERICA COLORADO BRANCH

By:  \_\_\_\_\_  
27C9880C2E604C7...

Name: Chiyoko Yokota  
(please print)

Title: Chief Financial Officer  
(please print)

ATTEST: [if required]

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

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

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

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**Volunteers of America Colorado Head Start  
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**Section 1 Program Design and Approach to Service Delivery****Sub Section A: Goals****Program Goals**

Volunteers of America Colorado Early Childhood Program (VOAC ECEP) has been a successful Denver Great Kids Head Start delegate for more than a decade. It is a prized and unique community asset serving southwest Denver priding itself on its creative, inclusive, empowering, and joyful response to the community's needs. Families are valued and honored as leaders in their community and as their children's first and best teacher. As such and to support parents' efforts, VOAC ECEP seeks to not only serve 64 center-based students via its Colorado Shines Quality-rated 4-star center facility, but also by serving 8 home-based Head Start families and plans to expand its reach to also serve 10 Early Head Start families and 10 Prenatal Head Start families. This will be accomplished, in part, by utilizing bilingual, bicultural, trauma-informed practices that encompass cultural and linguistic competencies with continued responsiveness to our community's unique needs. VOAC ECEP recognizes that the home, the community environment, and its relationships will have the greatest impact on our students and families. VOAC ECEP partners with families to guide programming each service year. Family voice ensures VOAC ECEP's carefully crafted programming meets individual, and community needs in a reflective practice honoring the community's story. VOAC ECEP is in the southwest corner of Denver. The Annual Community Assessment published by the Office of Children's Affairs, DGKHS consistently reports Southwest Denver families as experiencing the most cumulative disadvantages, requiring an ethical and compassionate response to both immediate needs and societal and

## EXHIBIT A

systemic challenges. VOAC ECEP serves qualifying families residing in the City and County of Denver, primarily from neighborhoods that make up southwest Denver: Westwood, Barnum, Barnum West, Villa Park, Valverde, Mar Lee, Athmar Park, Ruby Hill, and College View, referred to from here on out as The Community. Consistently, The Community demonstrates resiliency in the face of systemic adversity despite annual data indicating families live in poverty, experience food insecurity, and confront a plethora of other stressors. VOAC ECEP has historically and will continue to advocate for The Community serving as a protective factor by striving to meet its many unmet human needs. VOAC ECEP ensures program goals are met via multiple data tools to include: CCR, Child Plus, Comprehensive reports, Power BI, Strategic Review, TSG checkpoints, CLASS observations, VOAC Board oversight and Parent Policy Committee. The Child Well Being Index compiles data on the following indicators: Births to women without a high school diploma, teen births, overweight or obese children, kindergarten readiness, third graders not reading at 3rd grade level, ninth graders chronically absent, adults without a high school diploma, children in single-parent families, child poverty, violent crime, and unemployment. These indicators are critical barriers to healthy and safe communities and residents. Children residing in communities with ongoing and compounded stressors and threats to safety are severely at risk. The Community scores high in all indicators, often the highest throughout the City and County of Denver. The Community is also home to the highest concentration of children under the age of six who are eligible for Head Start (HS). VOAC ECEP delivers thoughtful and intentional programming rooted in both evidence- and research-based curriculums and in The Community's preferred language and cultural values. VOAC

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ECEP seeks continuous feedback from The Community, adjusts rapidly to needs and feedback to ensure programming is effective and honors families. VOAC ECEP ensures programming is culturally and linguistically responsive, 77% of staff are both bilingual and bicultural, 73% are persons of color, 45% are from The Community, 45% are former Head Start parents, and 82% have shared lived experiences. The Community consistently demonstrates resiliency in the face of systemic adversity and VOAC ECEP is honored to be a partner in creating a protective buffer for children and families to reach their long-term goals. Throughout the remainder of the narrative, 'caregiver' will replace the word 'parent' to reflect our inclusive and diverse community more accurately, which also includes family of choice, kinship parents, guardians, and foster parents.

**Program Goal 1:** All Denver Great Kids Head Start children will receive high quality education that is culturally and linguistically responsive, preparation for preschool/kindergarten and transition, while providing opportunities for parents to support learning at home, family engagement, and parent advocacy.

**Program Goal 2:** Children and families enrolled in DGKHS will be supported by staff through an anti-bias lens and experience and receive equitable access to quality health outcomes.

**Program Goal 3:** Denver Great Kids Head Start will enroll the highest risk families into programming that provides leadership opportunities to build connections to community and to improve their skills to support successful transitions.



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**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.

**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.

**Program Goal 6:** All Denver Great Kids Head Start children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy.

<b>Program Goal 1</b> All Denver Great Kids Head Start children will receive high quality education that is culturally and linguistically responsive, preparation for preschool/kindergarten and transition, while providing opportunities for parents to support learning at home, family engagement, and parent advocacy.					
	<b>Progress, Outcomes, and Challenges</b>				
<b>Objective(s)</b>	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
95% of students will maintain 90% attendance throughout the scheduled school year.	62%				
<p style="text-align: center;">-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Prioritize family concerns related to health and safety by offering increased case management, counseling, and educational services to help empower families with knowledge to make educated decisions.</li> <li>• Host regular and routine health Q &amp; A with RN, Peter on DH team.</li> <li>• The VAOC ECEP team works closely with venders such as Sewall, Denver Health Mental Health, Denver Health Nursing to identify new and creative ways to meet objectives.</li> </ul>					

EXHIBIT A

<b>Program Goal 1</b> All Denver Great Kids Head Start children will receive high quality education that is culturally and linguistically responsive, preparation for preschool/kindergarten and transition, while providing opportunities for parents to support learning at home, family engagement, and parent advocacy.					
<b>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<ul style="list-style-type: none"> <li>• The family service team engages families beginning with the recruitment process and continued in partnership with teaching staff through enrollment, orientation, Watermelon Welcome, and special events.</li> <li>• Potential barriers for family success are identified during enrollment, via family interview as well as in CCR Strength Needs and Interest Parent Survey (SNIP), and Family Partnership Agreements (FPA's).</li> <li>• The family services team provides resources to help reduce and eliminate barriers such as resources and referrals, bus passes, gas cards, and flexible scheduling.</li> <li>• The family services team will review attendance procedures with families. When absences occur without notification, the family services team calls the family and ultimately progresses to home visits to ensure safety and provide case management.</li> <li>• Monthly Café Padres are offered to build community and connection among caregivers, recognizing people are more likely to engage when they feel connected.</li> <li>• Children's books, family games, and donated gift cards to meet basic household needs are used to incentivize attendance.</li> <li>• VAOC ECEP hosts Kindergarten Readiness Meetings with local school representatives and aide parents in registration on-site.</li> <li>• VOAC distributes Transition Backpacks to Kinder-bound families, helping to support and prepare the student and caregiver for kindergarten.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Monthly attendance reports.</li> <li>• Referrals in Child Plus.</li> </ul>					
<b>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
85% students will demonstrate growth in all developmental domains.	100%				
<p>-Activities or Action Steps to Meet Objective Above:</p>					

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<b>Program Goal 1</b> All Denver Great Kids Head Start children will receive high quality education that is culturally and linguistically responsive, preparation for preschool/kindergarten and transition, while providing opportunities for parents to support learning at home, family engagement, and parent advocacy.					
<b>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<ul style="list-style-type: none"> <li>Teachers participate in Erickson Math Institute to increase teacher competency in teaching math skills.</li> <li>Teachers train with The Bueno Center, University of Colorado for dual language classroom instruction.</li> <li>Teachers receive regular coaching support, Early Childhood Mental Health Consultation, Trauma Informed practice consultation.</li> <li>Annual preservice training in Creative Curriculum, AI's Pals, Head Start 101, ERSEA, Special Education identification and referral process, Trauma Informed Practice, Culture of Wellness, Diversity Equity, and Inclusion, and promoting an Anti-Racist curriculum.</li> <li>Teachers participate in annual CLASS training and observation.</li> <li>VOAC addresses staff burnout by offering a variety of resources and coaches such as: Employee Assistance Program, Mental Health Consultation, Resilient Futures, staff bonuses, wage increases, additional time off, flexible schedules, incentives, health and wellness tools, self-care items and continuous check ins and conversations about current needs.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>Annual CLASS Scores.</li> <li>TS Gold reports.</li> <li>Inter Rater Reliability verifications.</li> <li>Successful creation and implementation of IEP's.</li> <li>Successful referrals for Mental Health consultation.</li> <li>Teacher retention rates from Paylocity.</li> </ul>					

<b>Program Goal 2:</b> Children and families enrolled in DGKHS will be supported by staff through an anti-bias lens and experience and receive equitable access to quality health outcomes.					
<b>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
90% of families will participate in one or more healthy	100%				

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<b>Program Goal 2:</b> Children and families enrolled in DGKHS will be supported by staff through an anti-bias lens and experience and receive equitable access to quality health outcomes.					
<b>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
lifestyle events by end of year.					
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Nursing support is provided in the preferred language.</li> <li>• Mental health support is provided in the preferred language.</li> <li>• Distribution of healthy food via pantry boxes from VOAC City Harvest</li> <li>• RE: Vision cooking classes provided to families.</li> <li>• Community garden for students and families.</li> <li>• My Outdoor Colorado, Denver Parks and Recreation offered for families.</li> <li>• Culture of Wellness offered in the classroom and for families.</li> <li>• Referrals to community programs that support healthy and active lifestyles.</li> <li>• Regularly scheduled routine health visits and screening. Onsite hearing, vision, dental screens.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Family Partnership Agreements.</li> <li>• Pre/Post test with Culture of Wellness.</li> <li>• Student BMI data.</li> <li>• CCR Analytics surveys.</li> <li>• Parent sign in sheets for events.</li> </ul>					
100% children and families have access to Mental Health in primary language and all staff are trained in Trauma informed Care and ACE's.	100%				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Annual Pre-Service training.</li> <li>• DHMH consultation and support provided by DGKHS.</li> <li>• The family service team is trained in Motivational Interviewing.</li> <li>• Conscious Discipline training.</li> <li>• Trauma-informed practice via Resilient Futures.</li> <li>• Implementation of the staff wellness program.</li> <li>• Onsite Early Childhood Mental Health Consultants and FFP.</li> <li>• Resilient Futures monthly training.</li> <li>• AI's Pals Social Emotional Curriculum.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p>					

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**Program Goal 2:** Children and families enrolled in DGKHS will be supported by staff through an anti-bias lens and experience and receive equitable access to quality health outcomes.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5

- Referrals via Child Plus.
- Ages and Stages SE Questionnaire.
- TS GOLD Social-Emotional Domain demonstrates growth.
- DECCA via Early Childhood Mental Health Consultants.

100% of children and families are introduced to new foods and nutrition information.	100%				
--	------	--	--	--	--

- Activities or Action Steps to Meet Objective Above:
- Culture of Wellness.
  - Nutritious and diverse breakfast, lunch, and afternoon snack provided.
  - Distribution of pantry boxes, November, and December Turkey Basket distribution.
  - RE: Vision Cooking classes.
  - Resume Cooking Matters when operational.

- Data, Tools, or Methods for Tracking Progress Above:
- CACFP Record of Meals.
  - Monthly food menu distribution.
  - Sign in sheets documenting participation in Culture of Wellness, Cooking Matters, Pantry Boxes, and food distribution.

**Program Goal 3:** Denver Great Kids Head Start will enroll the highest risk families into programming that provides leadership opportunities to build connections to community and to improve their skills to support successful transitions.

Objective(s)	Progress, Outcomes, and Challenges				
	Year 1 (baseline)	Year 2	Year 3	Year 4	Year 5

A minimum of one center-wide program is offered monthly to parents.	100%				
---	------	--	--	--	--

- Activities or Action Steps to Meet Objective Above:
- Family services staff offer culturally relevant parent groups based off an evidence-based curriculum that strengthens family coping skills and resiliency.
  - Community partners to share information, activities, and resources.
  - The Parent Policy Committee plans events based on current needs and interests.

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<b>Program Goal 3:</b> Denver Great Kids Head Start will enroll the highest risk families into programming that provides leadership opportunities to build connections to community and to improve their skills to support successful transitions.					
<b>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<ul style="list-style-type: none"> <li>Family services staff offer referrals and connect families with community and social service agencies to meet the family's needs and help them thrive.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>Calendar of events.</li> <li>Sign in sheets.</li> <li>Promotional flyers.</li> <li>Collection of referral data.</li> <li>Tracking of family goals and partnerships.</li> </ul>					
<b>Program Goal 4:</b> 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>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
100% Children with suspected disabilities are identified within the first 120 days of enrollment and MTSS process is initiated. All eligible students will have IEPs completed within 90 days of referral to be served in an inclusive environment and supported by caregivers who can advocate for their child.	89%				
-Activities or Action Steps to Meet Objective Above:					

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<b>Program Goal 4:</b> 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>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<ul style="list-style-type: none"> <li>• Developmental screenings completed upon enrollment allowed for quicker identification.</li> <li>• Health screenings completed on site via Marion Downs and Denver Health.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Composition report.</li> <li>• Child Plus.</li> <li>• Nursing report.</li> </ul>					
<b>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Ensure parents understand their rights and are empowered to advocate for their child, ensuring school success	100%				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Parent rights and advocacy sessions provided at VOAC.</li> <li>• Parents connected to PEAK Parenting Center and conference.</li> <li>• Team aid with education and empowerment through group discussions and one-on-one meetings during case management, conferences, home visits, training, and events.</li> <li>• Nursing team provides consultation to parents to aid with health education and empowerment.</li> <li>• Sewell reviews and explains rights to parents during IEP and the conversation continues through the transition to kindergarten.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Sign-in sheets.</li> <li>• Child Plus data reports.</li> <li>• Case notes.</li> <li>• Parent participation in IEP meetings, PEAK conferences, and transition meetings.</li> </ul>					

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<b>Program Goal 5:</b> 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>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
VOAC Managers and Directors are trained and participate in budget creation with the aid of the Finance Department.	100%				
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Financial training to include policy and procedure for all managers and directors interfacing with Head Start.</li> <li>• All VOAC ECEP Managers (3) and Directors (1) participate in annual finance and budget training in the Spring during budget creation and ongoing through monthly Strategic Reviews and TPS Meetings.</li> <li>• Internal Financial reviews occur monthly.</li> <li>• One and two up oversight and approval required.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Budget Year to Date.</li> <li>• Profit and Loss statements.</li> <li>• Financial audits.</li> <li>• Meeting minutes</li> <li>• Pre/Post surveys of families who engaged in funded events</li> </ul>					
<b>Program Goal 6:</b> All Denver Great Kids Head Start children who are dual language learners will receive research based cultural, linguistic, anti-bias education and learning environments that honors the home language of the children and families while preparing them for school success with a strong foundation in language and literacy.					
<b>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
85% of all children enrolled who are dual language learners will demonstrate growth in language, literacy, and English language acquisition.	100%				



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<b>Program Goal 5:</b> 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>Objective(s)</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1 (baseline)</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Staff will receive professional development to increase and strengthen a culturally and linguistically responsive approach to teaching children who are dual language learners.</li> <li>• Families enrolled will be provided learning opportunities to increase understanding in strengthening their home language building upon a home school connection.</li> <li>• 50% of staff or more will be culturally and linguistically reflective of the community served.</li> <li>• All staff will complete Bueno Center Dual Language learner training within a year of employment.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• CLASS and Teaching Strategies Gold</li> <li>• Training certificates</li> </ul>					

**Sub Section B: Service Delivery**

**1. Service and Recruitment Area**

DGKHS has an established service area that includes the entirety of the City and County of Denver. The Dianna Kunz Volunteers of America Early Childhood Education Center (VOAC ECEC) is located at 321 S. Yates St. Denver, CO 80219 and houses the VOAC Early Childhood Education Programs (VIAC ECEP) . VOAC ECEP’s is located on the border of the Westwood and Barnum West neighborhoods which have been reported as two of Denver’s neighborhoods with the greatest barriers to success, wellness, and opportunity. VOAC ECEP is surrounded by the additional neighborhoods mentioned previously comprising The Community. Factors that contribute to these neighborhoods’ barriers include high unemployment rates, low-income households, high rates of violent crime, high rates of teen pregnancy, high rates of chronic health

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conditions and obesity, and low kindergarten readiness and reading scores for third graders.

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

Denver has a population of more than 42,000 children under the age of five and in Westwood, where VOAC ECEP is located, the neighborhood has one of the highest concentrations of children under five in the city. Additionally, Westwood is found to be a neighborhood experiencing a childcare deficit with childcare slots for only 26-50% of the children under six. Moreover, there are 28 elementary schools listed in Denver's southwest region. Only ten offer early childhood education programs for 3–5-year old's (Denver Public Schools, 2020). The community assessment reports that 35% of children in low-income neighborhoods, like those located in southwest Denver, are not receiving early childhood education. Therefore, out of the 2,126 children under six represented, there are up to 740 children in the Westwood neighborhood alone who are not enrolled in early childhood education programs. From this, the lack of program options and rising needs of children in The Community places VOAC ECEP in a strong position to help close the gap for families in southwest Denver. In 2020, there were approximately 8,500 births in the city of Denver; the Westwood neighborhood represents one of the highest density of births in Denver. Mothers in the Westwood neighborhood are also found to be less likely to receive prenatal care. On average, 75% or less of mothers in the neighborhood receive prenatal care opposed to 82% in Denver as a whole. The pandemic caused many families to make drastic changes, one being the need for caregivers to stay home to care for their children. Unemployment throughout the country spiked, with Denver reaching a 5.2% unemployment rate. With a

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potential of up to 37,225 people returning to the workforce, the need for childcare will spike. As of June 2022, 7% of current VOAC ECEP families were experiencing homelessness, 74% were living below the 100% poverty guideline, and 14% had a reported family income between the 100 – 130% poverty guideline. The families VOAC ECEP serves require a safe, educational, and engaging environment for their children while caregivers work, continue their adult education, or manage care for other family members.) Families who meet the 0-3 Early Head Start criteria are often isolated and without the necessary support to access benefits and resources. Families 0-3 face many stressors but in isolation. The EHS home visitor can support families in creating the healthiest and safest environment for young children. Prenatal individuals benefit from the support of a caring home visitor in accessing early and consistent prenatal care, healthy foods, and preparing for the arrival of their newborn. Often, family systems are disrupted by the addition of a new family member, and mothers who have experienced their own Adverse Childhood Experiences and who are living in poverty are at higher risk for Postpartum Depression. The support of a trusted and caring home visitor can help caregivers more successfully navigate treatment, reducing the negative impacts on all children in the household, specifically promoting secure attachment with the newborn. EHS Home Visitors can help the family obtain information and knowledge that will help the household prepare for a new birth and thrive The Health Impact Assessment for the Westwood neighborhood determined that residents suffer from chronic health conditions related to a lack of physical activity at higher rates than residents in other areas of Denver (Armijo & Hook, 2016). The same report found that 22% of Westwood's children have an unhealthy weight; one of the highest rates of

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childhood obesity in the Denver area (Armijo & Hook, 2016). Likely causes include the community's poor infrastructure since the neighborhood lacks sidewalks, bicycle lanes, and transportation options (Armijo & Hook, 2016). The community also has lower access to adequate green spaces, 36 square feet per resident, compared to 50 square feet in Denver overall (Finley, 2019). Violence, specifically domestic violence, is a precursor to child abuse and neglect (Chamberlain & Levenson, 2010). During the COVID-19 pandemic families across the country experienced increased rates of domestic violence and child abuse (Janssen et al. 2020). Child abuse and neglect are reported at a rate of 5% higher in the city of Denver compared to Colorado as a whole. The Westwood neighborhood is ranked 4th in the highest rates of domestic violence reported in Denver (Denver Post, 2022). Early childhood education and home visiting programs, like the ones offered by VOAC ECEP, have been found to provide opportunities to increase protective factors of families specifically as it relates to violence and child abuse and neglect (Davidov et al., 2021). During the 2021-2022 school year, VOAC ECEP identified 34 out of 96 students requiring further educational and mental health evaluations. Referrals for special education evaluation resulted in 21% of Volunteers of America Colorado students receiving a written IEP through Sewall Child Development Center. An additional 15 students awaiting evaluation were referred to Child Find. Prior to the pandemic, speech-language disorders were rising. VOAC ECEP anticipates greater increase, due to the pandemic's social isolation, use of masks, and general family stress young children experienced. 7% of VOAC families experienced homelessness during the 2021-2022 school year. In conjunction with Head Start Performance Standard [§1302. 15(c)], allowing Head Start centers to reserve up to

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3% of their open slots to serve homeless families, VOAC operates several shelters and partners with other shelters and transitory housing organizations. As a result of VOAC's capacity and its partnerships, VOAC ECEP families can become housed and those experiencing homelessness can be rapidly enrolled.

### **3. Proposed Program Options**

VOAC ECEP will serve a total of 72 students (Head Start): 68 students via a Center-based Program, 4 students via a Home-based Program, and 20 students [Early Head Start (EHS)], 2 of which are prenatal. Center-based students will receive 7 hours of daily instruction Monday-Thursday for 148 days from August to June: equivalent to 1,036 hours. Classrooms are comprised of blended age groups of 3 to 5-year-old students with a three-person education team: Lead Teacher, Bilingual Associate Teacher, and Assistant Teacher thus ensuring low student: teacher ratios and individualized educational experiences. All Center-based families are supported by a bilingual family and community advocate, family services & home-based manager, education & disabilities manager, center manager, early childhood mental health consultant, and health team, as well as special education provider(s) when appropriate. Home-based families will receive a minimum of 32 home visits and 16 group socializations from August to June. EHS families will receive a minimum of 46 home visits and 22 socialization groups from August to June. Home-based and EHS home visitor caseload size is 10 – 12 students. Each family is served by a home visitor and likewise supported by the family services & home-based manager, education & disabilities manager, center manager, early childhood mental health consultant and health team, as well as special education provider(s) when appropriate. All enrolled students and families, regardless of program option will benefit

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from trauma-informed, bicultural and bilingual programming in full compliance with performance standards, evidence-based curriculums, and the many resources the larger Volunteers of America Colorado offers, such as collaboration with veteran services, shelters, housing, food bank, survivors of domestic violence, rapid rehousing and supports, diaper and hygiene distributions. The health and safety of children, families, and staff is VOAC ECEP's highest priority. VOAC exceeds the State of Colorado Licensing requirements for childcare centers daily safety checks and monthly internal auditing practices ensure licensing requirements are met. Three educators staff each classroom resulting in increased supervision; educators are never left alone with students. VOAC ECEP staff continue education through Annual Pre-service and in safety including Professional Development Information System (PDIS) training. Training exceeds the annual licensing requirement. At the start of the pandemic (2020), throughout and continuing still today, VOAC ECEP and DGKHS provide extensive safety gear to staff including but not limited to: scrubs, masks, personal sanitizer, personal CPR masks, face shields, and Yak Trax to walk on ice and snow to prevent slips, trips, and falls. All VOAC ECEP staff are current in required safety training to include CPR, first aid, standard precautions, medication administration, and nurse delegation. VOAC ECEP tests for radon emissions and in the summer of 2021, VOAC ECEP evaluated all water sources for lead. This project was assisted by DGKHS and Denver Water. No lead was detected, and water was deemed safe for consumption. Furthermore, VOAC, as a larger agency, facilitates quarterly safety inspections, bimonthly safety meetings, and an external Safety Audit bi-annually, to ensure the physical safety of buildings and internal practices. VOAC ECEP building is fully secure.

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Caregivers and staff have a personalized PIN to access the building that can be immediately deactivated should any individual pose a threat. All classrooms are locked and drills such as Secure the Permitter and Lock Out are conducted regularly. Lock-out drills are practiced regularly. The building is equipped with live feed video to monitor areas surrounding entry points. All staff engaging in home visits are trained in home visiting safety practices and utilize a web-based safety system (Alert Media) that tracks their location and allows them to activate a silent alarm that connects directly to law enforcement if needed. VOAC also offers several supports to staff such as Employee Assistance Program, Healthiest You, and medical benefits making health care and mental health care easily accessible. VOAC ECEP also contracts with Resilient Futures for ongoing individual and group support. This year VOAC ECEP is participating in the Well-being of the ECE Workforce in Low-resourced Locations (WELL) Program research program. This program focuses entirely on teacher wellbeing, mental health, and burnout prevention. All research, funds, and training data identify and prioritize early childhood professionals' needs.

We worked to increase community capacity for self-care, and knowledge around wellness in 2019 with a Staff Wellness grant. We experienced success in retention, morale, and staff wellness. COVID compromised this program, and we seek to reintroduce this again with various wellness activities on-site during paid work time such as a crafting day, Yoga, Zumba, self-defense, meditation, and massages. We created and maintained a staff calming corner with relaxation activities and created an indoor tower garden. The team continues their regular work with Resilient Futures with a focus on the intersectionality of Diversity, Equity and Inclusion and staff resiliency and self-

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care. Over the last 2 years we have provided two extra paid days off, staff bonus' to those who demonstrated exemplary commitment and service, a retention bonus', added another paid holiday, allowed for remote work where applicable, implemented significant pay increases to the ECEC team, and transitioned to a 3-teacher classroom model. We are constantly engaged in a quality improvement feedback loop, looking for ways to best support and retain our staff.

**4. Centers and Facilities:**

VOAC ECEP offers one center-based option comprised of 4 classrooms with mixed ages, 3-5 years olds as outlined above. Center programming is offered at 321 S. Yates St. Denver, CO 80219. Home-based and Early Head Start is offered as outlined above and the office is located at 321 S. Yates St. Denver, CO 80219.

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

VOAC ECEP utilizes the DGKHS agreed-upon selection criteria and point allocation. Additionally, VOAC ECEO has taken special time and consideration to review the life experiences of The Community's families to determine the remaining point allocation. Points are assigned based on life experiences that negatively impact families but specifically place families in the service area at risk. Thoughtful consideration has helped to identify recruitment locations that reflect systems and locations where eligible Head Start families are most likely to interface including area assistance programs, community organizations, residential neighborhoods, and local hubs. A myriad of communication methods is implemented to include email, phone calls, neighborhood canvassing, food distributions, relationships with case managers of other programs, as well as electronic, radio, and print advertisements all help to increase reach. Special attention has also been given to community partnerships, specifically



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with organizations such as churches, local grassroots programs, and non-profit agencies. Selection Criteria is carefully reviewed to ensure that the children with greatest need are served first, and a wait list is maintained. A thorough Enrollment is completed via the Family Service team through often, multiple appointments. Families are educated regarding attendance requirements and possible barriers identified. Once possible barriers are identified the Family Service team member develops a plan with the family to increase attendance. Often this includes problem solving schedules, re-evaluating routines, identifying social supports, bus passes, or car maintenance.

**6. Education**

VOAC believes all children have the fundamental right to learn and access healthy lifestyles, that caregivers are always the child's first and best teacher, and that communities are stronger when people are connected within them. School readiness practices encompass a whole family approach. Cross-cultural studies regarding attachment patterns, secure, avoidant, or resistant, with infants and mothers are prevalent around the world (Schechter, 2013). Previous evidence discussed the impact of socioeconomic disparities, particularly in the Westwood Neighborhood. The quality of relationships with adults in a child's life has the greatest impact on a child's growth and development. Children living in low socioeconomic households and neighborhoods, such as The Community, therefore are at risk of developing insecure, avoidant, or resistant attachments as their primary caregivers experience increased levels of stress, health issues, domestic and neighborhood violence, and the lack of both physical and meaningful shared time based on a caregiver's work schedule. Building healthy and meaningful relationships with both the child and the child's caregivers remains a top

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priority for VOAC ECEP since relationships are the foundation to a child's learning especially in the areas of socio-emotional development and approaches to learning. Children gain essential skills and knowledge through play (UNICEF, 2018). VOAC ECEC educators guide student learning by providing stimulating materials in a manner where children can explore on their own. Learning is further supported by the ECEP's physically, emotionally, and mentally safe environment along with educators' meaningful relationships with each student and family. Educators encourage and follow the child's lead in interest and imagination, prompting open-ended questions to expand content, exploration, and curiosity. VOAC ECEP recognizes the power and opportunity behind play-based learning where children are afforded the ability to take an active role in determining their play journey. VOAC ECEP invests in quality materials and adheres to high-quality standards outlined in frameworks such as the Early Childhood Environmental Ratings Scale (ECERs-3), the Head Start Performance Standards, and the Classroom Assessment Scoring System (CLASS). Educators in the home-based and EHS programs already/will embrace the above approach and rely upon the caregiver to guide lessons, using materials already in the child's home and established home routines. Family and child's interests and needs are learned during the educator's initial assessment by asking the caregiver about hopes, dreams, and goals for their child and family. The home visitor observes and listens, learning from the family. Evidence-based curriculums such as Creative Curriculum Cloud and Parents As Teachers are used to develop lessons in coordination with caregivers. All activities are structured within the Theory of Developmental Parenting to support school readiness goals. Together, the caregiver and the child engage in playful activities advancing the

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child's development and further securing a strong bond and attachment. The home-visitor's warm and open relationship with the caregiver helps strengthen the relationship between the caregiver and child, ideally reinforcing a secure attachment between child and caregiver (ECKLC, 2021). Play-based learning supports school readiness by building knowledge and understanding in the very objective's educators are rigorously trained to evaluate. Educators carefully scaffold learning environments to meet children's needs and engage in children's play through one-on-one interactions, small group play, and careful observation to adjust materials or environments as needed. ECEP values the research that play-based learning is essential in the early years of brain development (NAEYC, 2017). VOAC ECEP was a proud participant in the Bueno Center Literacy Squared teacher education program offered in the 2021-2022 school year. Literacy Squared posits that bilingual learners require a new approach to language and literacy development and that second language learners will better acquire literacy skills in their second language once they are literate in their first language (August & Shanahan, 2006 as cited by Literacy Squared). Building phonemic awareness in English and Spanish is a predominant focus. Center-based and home-based educators' approach phonemic awareness in developmentally appropriate stages that incorporates the child's interests through interactive activities. The continued education paired with Literacy Squared enhances language and literacy development for each student. The previously mentioned study by Armijo and Hook (2016) stated 22% of Westwood children are obese which can be attributed to, in part, the lack of green spaces in the Westwood neighborhood. As mentioned previously, VOAC ECEP intentionally partners with several delegate vendors and community partners to increase

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access to and awareness of physical activity. VOAC ECEP participates in the Denver 5x5 pass allowing families access to a number of cultural venues throughout the city at no cost to families.. VOAC's partnership with RE:Vision facilitated a community garden inside the playground where children helped plant seeds, watch plants grow, and taste produce from the vine. VOAC ECEP's ongoing partnership with My Outdoor Colorado allows families to access the Gear Library to support additional outdoor activities. Also of note is VOAC ECEP's recent investment in an important playground improvement with the support of DGKHS. During the summer of 2022, a Pour in Place resurfacing was installed. The rubberized playground surfacing allows for easier movement and increased access for people of all abilities.

**7. Health**

VOAC ECEP begins the process of identifying child and family needs during its enrollment process. The FST and home visitors inquire about the caregiver's medical history during pregnancy, labor and delivery, and post-partum as well as obtain the child's medical history via caregiver report. Additional information is gathered from the child's pediatrician, dentist, eye doctor, and other specialists providing care. If enrolling in EHS, the home visitor will work with the family to secure prenatal care and WIC, if not already established. If enrolling postpartum, the FST and/or home visitor will work with the family to collect general health appraisals, records of most recent dental visits, vision evaluations and if applicable, developmental reports and evaluations from specialty clinics. The FST and home visitors work with the family to ensure a medical home and consistent medical visits. Children with special health care plans or special health care needs receive collaborative services from VOAC ECEP and Denver Health

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Nurses to ensure prompt and adequate care is received and caregivers are well informed. This is especially important since many enrolled families are monolingual in a language other than English. Interpreters are not always readily available at medical appointments and caregivers can be left with confusion and fear due to a lack of information. VOAC ECEP collaborates with DGKHS vendor delegates such as Denver Health Nursing, Denver Health Dental, Denver Health Mental Health, and Marion Downs Center for dental, vision, and hearing screenings for enrolled children. These screenings provide information to both caregivers and staff about the child's health needs and whether further treatment or follow-up is deemed necessary. Staff then assist families in making appointments and following up on treatment needs. VOAC ECEP provides dental hygiene materials and education to all families through its partnership with DGKHS and Denver Health. Denver Health Mental Health partners offer child and family and/or classroom consultation services. When a family or child could benefit from further mental health services, Denver Health Mental Health professionals provide referral(s) and conduct follow up with the families. Partners COWP, Cooking Matters, MOC, as mentioned previously, support families in other healthy practices.

**8. Family and Community Engagement**

VOAC ECEP's FST utilizes various theories, including ecological theory/systems theory and person-in-environment perspective, to guide practice as staff develop family partnerships. All staff are trained in motivational interviewing and trauma-informed care practices. Guided by these theories and training, emphasis is placed on family empowerment and choice as caregivers' direct partnerships and goals developed

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throughout their child's education at VOAC ECEP. CCR Strength Needs Interest surveys and individual meetings help identify the interests and needs of families. These critical steps lead to the development of individual Family Partnership Agreements that guide each family's process with program staff. Also of importance, CCR data has indicated a direct correlation between how caregivers feel about the program with student success in the classroom. CCR data also helps program staff create meaningful programming such as caregiver groups and events, which increases family engagement. VOAC has many community partners that offer enrichment activities, provide resources, and support ECEP families' basic needs. Enrichment and health programming are provided to VOAC families through its partners including RE: Vision, La Casita, and My Outdoor Colorado. Additional disability and educational services are provided through ALMA, Rocky Mountain Human Services, and Solace. Employment and financial assistance and navigation are provided via partners Denver Office of Financial Empowerment and Protection, Mi Casa Resource Center, and Denver Workforce Center. Services are provided to immigrant families via partnerships with La Casita, the Denver African Center, the Family and Community Engagement Center, Refugee and Immigrant Center for Education and Legal Services (RAICLS). Program staff work in partnership with families to learn of interests and needs. Regular monthly events are planned such as: - Café Padre - a planned coffee and connection time for caregivers to meet with one another in a familiar space with little expectation, just simple enjoyment of coffee and cookies along with light facilitation by FST help build community. As caregivers voice concerns, challenges, interests, the FST invites community members to future meetings to share more about their program or area of expertise, as it relates

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to caregiver interests. The primary goal of Café Padre is to strengthen caregiver connections among peers in the community, reducing isolation and risk factors. Historically, this has led to caregivers exchanging phone numbers and offering assistance and support to one another outside of the school setting. Parent and Child Time (PACT) – a structured family event that introduces school readiness skills through play-based family activities. The goal of this event is to support caregivers building skills that support their child's learning as well as support positive caregiver/child interactions, creating positive relationships. Parent Policy Committee, a formal committee of school representatives who provide feedback, direction, and oversight of all programming. The goal is to ensure all caregivers have a voice in their child's education, to support caregivers in advocacy, and to ensure that programs truly meet the community's needs. A POP-UP Market – monthly distribution of food, household items, clothing, diapers, hygiene products, cleaning supplies, and family activities. This event is intended to help meet families' critical unmet needs in a dignified and respectful manner. All are encouraged to participate monthly and make selections that best meet their family's needs. - Other events such as quarterly events with COWP, MOC, seasonal events with RE: Vision, and annual events such as the Cooking Matters series, Circles of Support, and Conscious Discipline series play an important role in family engagement. COWP offers quarterly activities to support families in health and nutrition. MOC offers activities that introduce families to nature and science and promote an active outdoor lifestyle. As mentioned previously, MOC also provides a Gear Library, allowing families to check out equipment to engage in outdoor activities. RE: Vision's seasonal and annual events support VOAC ECEP's community garden. Families are invited to help plant and

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harvest the garden. As addressed previously, this helps to not only engage families but also address food scarcity in our community and support early learning as students play leading roles in creating and maintaining the garden. RE: Vision also offers a Promotora, residents employed by RE: Vision and trained in urban agriculture, to any family who is interested. They support families' efforts to create and maintain home gardens whether it be in the ground or via balcony potted gardens. RE: Vision also fresh produce via their food bank.; to families. FST and ECMHC collaborate annually to bring Conscious Discipline series. Caregivers participate in the series, gaining more insight into personal values and behaviors and how they can impact the growth and development of their child. While many programs are planned regularly for family engagement and education components, VOAC ECEP consistently engages in continuous quality improvement. VOAC ECEP seeks regular feedback from families and adjusts programming to respond to their interests. This results in several other events throughout the year. VOAC ECEP is a special place for many reasons and maybe one of the most unique qualities is the grit and desire the staff team demonstrates to ensure families are respected, valued, heard, and their needs are met. The team had many opportunities to demonstrate their commitment throughout the pandemic. VOAC ECEP experienced a temporary closure in 2020 due to the pandemic when the world shut down. Staff rose to the challenge, pivoting into high gear to serve families in other ways during this difficult time. Since much of VOAC ECEP's program offerings are centered around gathering, food and building community, VOAC ECEP had to find unique and creative ways to develop family engagement opportunities. As a result, the team set up Zoom meetings and events in the first days of the COVID-19 pandemic. The team



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created home learning totes, food boxes, family game activity bins, health, and hygiene totes and with the help of DGKHS, home cleaning kits. These were initially delivered to each home by staff. The team soon moved events to the parking lot and via a classroom cohort style, offered all support and engagement opportunities via parking lot events. VOAC ECEP consistently adapted to families' ever-changing needs and the restrictions of the pandemic. With the start of summer, ECEP was fully operational offering a summer Head Start program to make up for lost time. VOAC ECEP has remained fully operational offering full services including the 2020-2021 school year when the world was still significantly impacted by the pandemic. Learning was offered in-person, virtual, and hybrid to all families. Again, stressing the importance of family choice and trusting that families know what they need, VOAC ECEP empowered families to engage in programming in a meaningful way that honored their values. This runs deeply through all programming, all the time, and is an important catalyst for engagement. While VOAC ECEP looks forward to upcoming years that are expected to bring a bit more normalcy of pre pandemic with all in-person, all the time, VOAC ECEP is well versed and prepared to meet any challenge that may be presented.

**9. Services for Children with Disabilities**

VOAC ECEP collaborates regularly with, and our work closely aligns with other DGKHS delegates, DGKHS delegate vendors, Denver Preschool Program (DPP), Colorado Preschool Program (CPP), DPS, and Colorado Childcare Assistance Program (CCAP). VOAC ECEP's philosophy is to always do what is right for families. VOAC ECEP is a CCP and DPP community partner as well as a CCAP provider. Blending various funding streams allows VOAC ECEP to offer more services and resources to families via

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programming. Multiple commitments and contracts ensure the highest quality programming and practices for families. VOAC ECEP regularly seeks to collaborate on new projects to improve programming and resources for families. VOAC ECEP was the first delegate to implement the CCR SNIP in 2018; initiate the partnership with the Financial Empowerment Center in 2019 (before the city restructure); begin collaborating and developing the new data system with DGKHS via the comprehensive report in 2019; engage all educators in Erickson Math Institute training and participate in the Bueno Center Dual Language learner program. VOAC ECEP prides itself on finding a way to say “yes” when it will benefit families. VOAC ECEP partners with DHKHS delegate vendor, Sewall Child Development Center to provide evaluations for students who may qualify for an IEP or for students who have already qualified and have a written IEP. Before a student’s evaluation for a special education evaluation, the caregiver must give written consent to initiate the evaluation. Sewall Child Development Center completes the child’s evaluation at the VOAC ECEP Center. Caregivers are scheduled for a meeting no later than two weeks after the initial Volunteers of America evaluation to discuss results. The caregiver’s input regarding the goals for special education is incorporated into the meeting and when applicable the IEP. Caregivers are educated about their rights and advocacy efforts related to their child and the IEP. When referral demands exceed Sewall Child Development Center’s capacity, VOAC ECEP works with families to concurrently seek a medical diagnosis for medical paid therapy as well as evaluations through Child Find, Rocky Mountain Human Services, Children’s Hospital, JFK Partners, as appropriate. VOAC ECEP’s first goal is to support the family in their needs and ensure the child is receiving services. VOAC ECEP then

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works with the family to ensure that if the child is eligible for an IEP, it is created, guides the child's learning and is on file for kindergarten transition. VOAC ECEP helps families to understand the difference between medical diagnosis and treatment vs. an educational diagnosis and supports, as each has its place and can benefit the child. VOAC ECEP begins its partnership with caregivers with regards to developmental screenings at enrollment utilizing Ages and States Developmental screening and Ages and Stated Social Emotional screening. Educators then also complete an Early Screening Inventory (ESI) assessment with the student in the first two months of enrollment. VOAC ECEP utilizes TSG for student assessment. Prior to a child's evaluation, educators must complete rigorous TSG's Inter-Rater Reliability training to ensure assessment fidelity. Students are assessed three times a year; fall, winter, and spring. Assessment over six domains – Social Emotional, Physical, Language, Literacy, and Mathematics – contain a total of 38 objectives. Additionally, native Spanish speakers have an additional domain which assesses their Spanish language and literacy levels. TSG is culturally responsive in that assessments are meant to be captured in organic learning moments in the classroom or at home. Employing trained professionals that are bicultural and bilingual helps educators interpret the data more accurately and reduces implicit biases that can be present during standardized testing and assessments. TSG offers educators the ability to create a comprehensive learning plan to share with caregivers. TSG assessment uses color bands to identify typical areas of growth and development based on the child's age. The color bands aid teacher and caregiver in visualizing where a child's skills fall in comparison to widely held expectations for an age range. VOAC ECEP adheres to the State of Colorado's Results

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Matter three checkpoint deadlines. Educators complete checkpoint data consistent with these deadlines three times a year with Fall, Winter, and Spring checkpoint periods. VOAC ECEP establishes internal deadlines for fall, winter, and spring deadline checkpoint periods. Internal deadlines ensure educators complete checkpoints one week prior to the state deadline. To ensure proper documentation and students are supported at assessed levels in each developmental domain, the Education Coordinator reviews data at checkpoints. If discrepancies appear, the Education Coordinator and educators consult to finalize data. Data from each checkpoint is reviewed to inform teacher instruction and individualizing lessons. The first checkpoint period is helpful in identifying urgent professional development opportunities as well as student referrals. Winter checkpoint data is used to review progress made toward widely held expectations and allows for adjustment in educational instruction. This is also useful in identifying underlying concerns that require additional investigation and exploration as to how an individual student is developing. Individual student data informs family conferences and activities educators share with caregivers via Creative Curriculum Cloud for additional home learning and support. Comprehensive classroom and program data help inform the upcoming year's professional development and needed resources. Of note, after reviewing program data, VOAC ECEP made the investment to send all educators to DGKHS Erickson Math Institute Training, Bueno Center Dual Language Learner training, and contracted for program specific trainings and supports such as coaching with DPS Early Childhood Department, Creative Curriculum Cloud training from Creative Curriculum trainers, Dialogic reading with the Denver Public Library, ECERS training with Denver Early Childhood Council, and many others. VOAC

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ECEP values informed practices for ongoing quality improvement. In the past, data showed Spanish language students were falling below expectations in Spanish language acquisition and literacy. As a result, VOAC sought input from DGKHS and Sewall Child Development Center regarding professional development opportunities to improve teaching practices in this domain. Further conversations prevailed and VOAC ECEP was granted the opportunity to participate in a pilot program with Bueno Center Literacy Squared to better inform educators about quality practices for dual language learners. VOAC ECEP values transparency and collaboration to best support students. To do so, fully informing caregivers and community is critical in delivering the best opportunities to our students. Caregivers complete a minimum of two parent-teacher conferences per year. During the conferences, educators review information generated from TSG assessment data, which is then inputted into an individual child learning plan. Various partners and funding agencies are informed about academic growth found in Growth Reports. Recently, in collaboration with CCR, DGKHS granted VOAC administrators access to the Power Bi platform where TSG data can be viewed in more comprehensive graphs. Data is then reviewed with the VOAC ECEP Leadership team during monthly strategic reviews; with DGKHS at monthly data meetings; the VOAC Board via Children's Program Committee meetings, and with DPS through CPP programming. Multiple level reviews and multidisciplinary teams allow for comprehensive interpretation of the data and better strategic planning. Data is used to help inform the professional development plans for educators, determine evaluation services for students who may benefit from special education services, and ensure school readiness for all students. For example, data informed strategic planning was

## EXHIBIT A

utilized when a need to improve student knowledge of life sciences was identified, VOAC ECEP partnered with My Outdoor Colorado which provided a six-week, hands on, educational program where students learned about Colorado flora and fauna. The partnership is ongoing and anticipated to return each year. Volunteers of America Colorado 30 Every teacher who will assess a student must complete the rigorous Inter-Rater Reliability training and assessment provided by TSG. Renewal must be completed every three years. Additional assessment tools include Ages and Stages Questionnaire (ASQ-3); the Ages and Stages Questionnaire: Social-Emotional; Devereux Early Childhood Assessment (DECA) (completed by Denver Health Mental Health professional), and Classroom Assessment Scoring System (CLASS). Data from each assessment determines which classroom a student will be placed, informs if a student would benefit from a special education evaluation and/or will benefit from services provided by Denver Health Mental Health, and determines the quality of instruction and opportunities for professional development and coaching for educators.

**10. Transition**

VOAC ECEP creates an individual transition plan for every child to prepare for kindergarten. Conversations about transitions begin at enrollment to learn what the family's goals and intentions are once they have completed their time in the enrolling program. Whether the child will transition from Early Head Start to Home-Based Head Start, from Home-Based to Center-Based, from VOAC ECEP to kindergarten, from VOAC ECEP to another Head Start program, or in very rare instances, from one VOAC ECEP classroom to another - a transition plan is created. Transition plans are discussed again at home visits, conferences, and always six months before the actual transition to

## EXHIBIT A

kindergarten. This includes conversations with the caregivers to learn caregiver concerns, to educate caregivers about the transition process, and to begin conversations with the child about their new environment and routine. Whenever possible, the staff team supports the family in a visit to the new program in preparation for the transition date. When the family and new program agree, the child is introduced to their new program through a series of days for extended periods over each day. VOAC ECEP partners with Denver Public Schools (DPS) to help prepare caregivers and their children for kindergarten. Information regarding kindergarten is shared with families in November during the first Parent Teacher Conferences and again, during a Family Education Event. In late January, VOAC hosts a Kindergarten Night in collaboration with DPS personnel to discuss the kindergarten enrollment process. Families are provided their child's DPS school ID number along with a guide describing all Denver Public schools. In March, families are asked what kindergarten they will be transitioning to. DPS is a "choice" district" and families may not have received confirmation at this time. Connecting regularly regarding enrollment allows VOAC ECEP to continually support the family. If a family struggles to enroll their child, the visitor and/or the FST will schedule a meeting and help the family complete the enrollment process. Children are prepared for kindergarten transition with intentional lessons that include reading books and when possible, field trips to a local kindergarten. As indicated, it is a rare occurrence that a child moves from one classroom to another within VOAC ECEP. If this does occur, it is discussed amongst the Care Team: the caregivers, the Teaching team, the Family Service team, the Family Service/Home Based Manager, the Center Manager, and the Education Manager. An individualized

## EXHIBIT A

plan that best meets the child's specific needs is crafted. Generally, the plan includes a series of days and introductions to the new environment. The Care Team debriefs frequently to learn how the student is adjusting. VOAC ECEP follows the child's lead and occasionally, a child demonstrates they are ready to complete the transition before the anticipated completion date. If VOAC ECEP staff learns a family is moving, the FST works with the family to identify the Head Start Center that best meets their needs. The FST supports the family in contacting the new Head Start program and throughout its enrollment process. Transitions also impact the classroom milieu. When educators are aware of an upcoming transition, they discuss the upcoming event with the classroom. Students help to create countdown calendars or chains, write stories, and take photos in preparation.

**11. Services to Enrolled Pregnant Women**

VOAC ECEP supports pregnant women through comprehensive case management with the Family Service Team to identify a medical home and apply for Medicaid with the support of the Denver Health nursing team. VOA ECEP will share prenatal and postpartum information based on the Parents As Teachers Curriculum and additional resources from the Colorado Association of Infant Mental Health, Michigan Infant Mental Health, Zero to Three and the World Association for Infant Mental Health. VOAC ECEP will work with the WIC nurse for additional nutritional information that may impact prenatal and postpartum infant and maternal health.

**12. Transportation**

VOAC ECEP does not offer transportation but instead supports families in reducing barriers through support with bus passes, uber, and car repairs.



## EXHIBIT A

**Sub Section C: Governance, Organizational, and Management Structures****1. Governance**

VOAC ECEP is embedded in a larger statewide organization, Volunteers of America Colorado (VOAC), and VOAC is an affiliate of an even larger support network of Volunteers of America National. As a result, VOAC ECEP has robust oversight and support to ensure quality programming, fiscal management, and human resource management. Program and fiscal actions are closely reviewed by two managers, Senior Division Director, Parent Policy Committee, VOAC board, monthly strategic review, monthly reporting to DGKHS, and an elaborate network of checks and balances within the accounting department. VOAC utilizes several web-based programs that allow for real-time review and oversight up to and including both the CEO and CFO. VOAC utilizes Paylocity as a Human Resource (HR) management system and assigns staff who become content experts for the program they support. This approach allows for direct and responsive access to an HR expert. VOAC has developed a comprehensive performance review system and progressive disciplinary action process. VOAC also utilizes Sage Intacct for real-time financial actions and reports. This allows program managers to review revenue/expenses, billing/invoicing as needed. VOAC ECEP managers provide a minimum of one month supervision (written) to all staff members utilizing a retrospective model to encourage reflection in staff and improvement in individual performance. Additionally, VOAC encourages leadership and growth by helping staff in creating professional goals and offering pathways to achieve those goals through tuition reimbursement programs. VOAC ECEP staff complete supervision forms

## EXHIBIT A

that are signed off by both employee and supervisor and forwarded for one up review. Annual professional development plans are crafted based on employee interests and goals, supervisory observations, and data from program performance. VOAC ECEP responds to employee feedback in efforts to create and sustain a positive and healthy work culture with the understanding that this leads to employee satisfaction, retention, and increased performance. A recent response to feedback was to increase VOAC ECEP's teaching teams to teams of three and move the lead teacher to a supervisory role. During the pandemic managers supported employees in creative scheduling to meet both their personal family and program needs. Staff have the flexibility and availability to move between roles when professional goals or personal needs shift. VOAC ECEP implements a three-person teaching team, flattening the hierarchy of managers on site and empowering employees to deliver the highest quality programming. The three-team model allows for increased individualization to students and allows educators more opportunity for collaboration with families, Family service team, special education, coaches, and early childhood mental health consultants. VOAC ECEP runs Monday – Thursday with an extended day model and offers before and after based on family surveys and engagement. This model allows staff each Friday to attend meetings, training, and planning. VOAC ECEP is constantly working toward the long-term goals outlined above and as referenced throughout. It is also constantly adjusting programming and service delivery models based on regular and consistent feedback from families, community, staff, partners, and funders. VOAC engages in an annual self-assessment; annual Listening Session; PIR review; audits from DGKHS, CPP, CACFP; accounting audits; monthly strategic reviews; monthly all staff meetings;

## EXHIBIT A

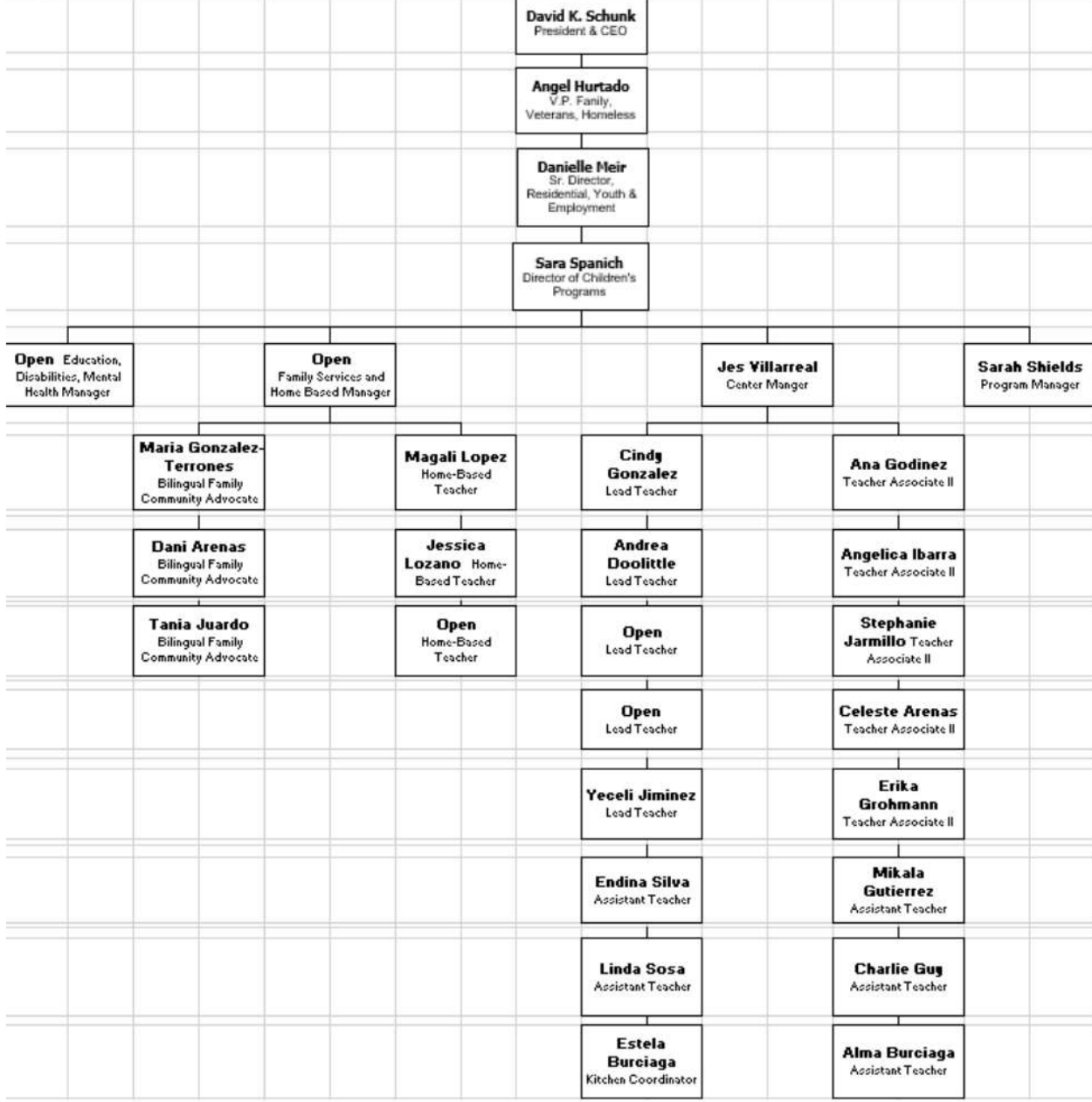
monthly PPC meetings; monthly Café Padre; monthly PACT; monthly comprehensive reports to DGKHS; annual PIR's and ongoing day to day feedback loops from staff and families. Each of these is a data point that is reviewed and considered for continuous and ongoing improvement. VOAC utilizes the CCR Strengths, Needs, and Interests survey at the beginning of the program year and again at the end of the program year along with TSG data to evaluate the effectiveness of its services provided to families and to measure growth. VOAC ECEP utilizes Child Plus, TSG, Sage Intacct, and Paylocity as web-based systems for automated accounting and record keeping. VOAC ECEP utilizes the following oversight and review to ensure ongoing compliance: Strategic review, Board review, PPC, Listening Sessions, RYES Advisory Committee,

## **2. Human Resources Management**

The below org chart is subject to change upon center and child needs.

EXHIBIT A

**Volunteers of America Colorado  
Organizational Chart  
Early Childhood Education Programs**



**3. Program Management and Quality Improvement**

While all VOAC ECEP employees are expected to work collaboratively to ensure program goals are met, as service delivery and children and families are everyone's responsibility, each staff member carries primary responsibility. Classroom teams comprised of the Teacher Assistant, Bilingual Associate and Lead Teacher work under

## EXHIBIT A

the direction of the Lead Teacher to provide effective and nurturing teacher-child interactions; plan and implement learning experiences that ensure effective curriculum implementation, and use of assessment and promote children's progress across the standards described in the Head Start Early Learning Outcomes Framework: Ages Birth to Five and applicable state early learning and development standards, including for children with disabilities and dual language learners, as appropriate. Home Visitors from Home-based and EHS – are responsible for Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA), planning and implementing culturally and linguistically responsive learning experiences, building respectful and trusting relationships with families, and guiding families in any needed referral process. The Family Service team is comprised of Bilingual Family Community Advocates. They are responsible for ERSEA, Parent, Family and Community Engagement Framework (PFCEF), Health Services and ongoing case management. The Family Service Manager is responsible for program development, implementation, management and supervisory oversight of the Family Service team, Home-based Program, and Early Head Start program. The Education, Disabilities and Mental Health Manager is responsible for the development, implementation and supervisory oversight of curriculum, student assessments, special education and mental health referrals, and professional development. The Center Manager is responsible for full center program oversight related to licensing compliance, facility maintenance and security, human resources, billing, and financials, CACFP, DPP, CPP, and supervising Lead Educators, substitutes, Kitchen Coordinator, and volunteer groups. The Head Start Director is responsible for fiscal management, and program oversight ensuring full compliance with

## EXHIBIT A

regulations and meeting community needs in a fiscally responsible and culturally and linguistically responsive delivery model. Program oversight includes center-based, home-based, and EHS; supervision to all managers – Center Manager, Education Disabilities & Mental Health Manager, Family Service Manager and monitoring of all responsibilities and progress toward outcomes under their purview, strategic planning, and grant writing for supplemental programming.

When the hiring manager receives an application, they review the applicant within 72 hours. While reviewing the application the hiring manager evaluates for: completeness, employment history, and reasons for terminating previous employment, patterns of concern, qualifications, consistency between the resume and application. In reviewing the resume, the hiring manager is evaluating for again consistency, a cover letter, cultural fit. Phone screenings are completed to clarify any discrepancies or noted concerns on the application, resume and cover letter. Salary range, job description, location, hours and VOAC ECEP culture are reviewed. Applicants are asked if they would like to move forward in the application process at the end of the phone screening or thanked for their time and application. First Interviews are conducted with two managers utilizing structured and predetermined questions for the position. Hiring managers are seeking to understand applicants' educational history, work history, competencies, cultural fit for the program. Red Flags include A lack of enthusiasm (no hunger), not asking questions, sounding distracted during the interview, hyper focus on money, and cursing. Reference checks are completed. Second interviews are conducted for applications who successfully complete the first interview. Background checks are completed as outlined in the grant. Hiring managers present applicants for

## EXHIBIT A

hire to Director, Division Director, and Human Resources. If all approve, an offer is made. Hiring managers are prepared to discuss counter offers, salary and start dates. Applicants are supported through the pre-employment onboarding process via Paylocity. New Employee orientation consists of one full day with Human Resources and the Vice President of Safety. A thorough review of the VOAC employee handbook, policies, salary, benefits, and workplace culture is completed. It is followed by a full day of ECEP site-specific onboarding with the Center Manager supervising manager, either the Education Manager or Family Services Manager. The first week is spent completing the required training and orientating to the program. VOAC ECEP is committed to retention through a commitment to excellence, transparency, respect, and empowerment. VOAC ECEP works daily to create and maintain a positive and healthy workforce and work culture. Annual training individualized professional development, manageable group size/workload, time for planning and training, individualized professional development plans, incentives, retention bonuses, and a culture of collaboration lends to retention. VOAC ECEP also complements the VOAC comprehensive benefits package with additional wellness support from Denver Health Early Childhood Mental Health Consultants, Resilient Futures, Culture of Wellness, and staff wellness/resiliency corner.

**Section II Budget and Budget Justification Narrative**

1. Please see attached Budget Narrative
2. N/A
3. N/A

## EXHIBIT A

4. Management positions within the Head Start program are responsible for overseeing the management of the program's resources to ensure optimal benefits for the children and families served and to make the program as efficient and effective as possible. Volunteers of America Colorado Colorado's Head Start Managers assist in developing and monitoring the budget, and staff are informed of budgetary status during the year. Managers make cost-effective purchasing decisions and staff participate in the delivery of cost-effective services. VOAC Head Start management developed the budget in conjunction with VOAC Finance Director and the financial management team also monitors expenditures throughout the year to stay within budget. Spending activities are discussed with staff at team meetings, parents at Parent Engagement meetings and the Children's Committee. Any funds spent require a manager's signature and their supervisors' signature for processing. This financial efficiency allows VOAC to provide enhanced services when needed, (e.g., transitioning to a new early childhood center built and owned by VOAC in 2015), ensure salaries are competitive and classroom operations and supplies are geared toward high quality services which translate to increased school readiness for families and students.

5. Annually, VOAC receives funds from UPK Program to meet the Head Start match requirement of \$161,989.14. UPK is a state-funded early childhood education program administered by the Colorado Department of Education. UPK provides access to quality early childhood education for children who are identified as being at risk for academic failure based on life experiences. Each year the Colorado General Assembly provides preschool funding for children who have certain risk factors in their lives that are



EXHIBIT A

associated later with challenges in school. It is estimated that VOAC Head Start will utilize \$161,989.29 UPK funds to meet the Head Start match requirement.

This, with the \$647957.29 operations budget (including \$5388.00 Training and Technical Assistance) budget totaling \$809,946.43. Early Head Start's required match of \$86,000.00 will be met by the annual fundraising campaign through foundations. This with the \$344,000.00 operations budget (including 3672.00 Training and Technical Assistance) budget total \$430,000.00. Together Early Head Start and Head Start budgets include a total of \$1,239,946.43.

6. N/A

7. N/A

8. N/A

9. N/A

10. N/A



EXHIBIT B

**Budget/Budget Narrative for Head Start Start Grant Term: July 2024- June 2025**

Budget Category	Head Start Base Funding	Head Start Non-Federal Share	Total Per Category
<b>Staff Salaries</b> <i>Narrative: reflect .20 FTE Executive (Division) Director; .60 FTE Director of Children's Programs; .20 FTE Administrative Assistant (manager), .75 FTE ECE Manager; .75 FTE Education and Disabilities Manager; .50 FTE Family Service &amp; Home Based Manager, 100% of 4 FTE Head Start Lead Teachers; 100% 4 FTE Teacher Associates; and 100% of 3 FTE Family Service Workers, .25 FTE Home-Based Teachers.</i>	\$524,439.35	\$161,989.29	\$686,428.64
<b>Benefits</b> <i>Narrative - include FICA at 7.65% of total payroll, unemployment ins. at .5%, worker's comp at 2%, and pension and retirement @ 10%.</i>	\$118,129.79	\$0.00	\$118,129.79
<b>Program Supplies/Materials</b> <i>Narrative - include office Supplies, child and family services supplies, food service supplies, medical supplies; laundry, housekeeping supplies and disposables.</i>	\$0.00	\$0.00	\$0.00
<b>Rent (if applicable)</b> <i>Narrative: Federal is not charged</i>	\$0.00	\$0.00	\$0.00
<b>Utilities</b> <i>Narrative equals: 24188,4103,5136, 5171</i>	\$0.00	\$0.00	\$0.00
<b>Local Travel</b> <i>Narrative: includes mileage reimbursement for homevisits, resource acquisition, and meetings.</i>	\$0.00	\$0.00	\$0.00
<b>Contractual Services</b>			

EXHIBIT B

<i>Narrative - audit; food service; (amount budgeted is difference between billed and reimbursed CACFP) VOAC Foster Grandparents; Security costs and temp help.</i>	\$0.00	\$0.00	\$0.00
<b>Technical Training and Staff Development</b>			
<i>Narrative:</i>	\$5,388.00	\$0.00	\$5,388.00
<b>Other</b>			
<i>Narrative - staff costs, utilities, fees, occupancy costs</i>	\$0.00	\$0.00	\$0.00
<b>Indirect Costs</b>			
<i>Narrative -</i>	\$0.00	\$0.00	\$0.00
<b>Insurance</b>			
<i>Narrative - liability</i>	\$0.00	\$0.00	\$0.00
<b>Volunteers</b>			
<i>Narrative -</i>	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$647,957</b>	<b>\$161,989</b>	
			\$809,946.43

**VOAC Budget Narrative for Early Head Start Grant Term: July 2024- June 2025**

Budget Category	Head Start Base Funding	Head Start Non-Federal Share	Total Per Category
<p><b>Staff Salaries</b>  <i>Narrative: reflect .20 FTE Executive (Division) Director; .30 FTE Director of Children's Programs; .10 FTE Administrative Assistant (manager), .25 Center Manager, .25 FTE Education and Disabilities Manager; .50 FTE Family Service &amp; Home Based Manager, .75% of 3 FTE Home-Based Teachers.</i></p>	\$251,933.01	\$80,000.00	\$331,933.01
<p><b>Benefits</b>  <i>Narrative - include FICA at 7.65% of total payroll, unemployment ins. at .5%, worker's comp at 2%, pension and retirement.</i></p>	\$88,394.99	\$6,000.00	\$94,394.99
<p><b>Program Supplies/Materials</b>  <i>Narrative - include office Supplies, child and family services supplies, food service supplies, medical supplies; laundry, housekeeping supplies and disposables.</i></p>	\$0.00	\$0.00	\$0.00
<p><b>Rent (if applicable)</b>  <i>Narrative: Federal is not charged</i></p>	\$0.00	\$0.00	\$0.00
<p><b>Utilities</b>  <i>Narrative equals: water, electricity, trash.</i></p>	\$0.00	\$0.00	\$0.00
<p><b>Local Travel</b>  <i>Narrative: includes mileage reimbursment for homevisits, resource acquisition, and meetings.</i></p>	\$0.00	\$0.00	\$0.00
<p><b>Contractual Services</b>  <i>Narrative - audit; food service; (amount budgeted is difference between billed and reimbursed CACFP) VOAC Foster Grandparents; Security costs and temp help.</i></p>	\$0.00	\$0.00	\$0.00

EXHIBIT B

<b>Technical Training and Staff Development</b> <i>Narrative: training, software, technology</i>	\$3,672.00	\$0.00	\$0.00
<b>Other</b> <i>Narrative - staff costs, utilities, fees, occupancy costs</i>	\$0.00	\$0.00	\$0.00
<b>Indirect Costs</b> <i>Narrative -</i>	\$0.00	\$0.00	\$0.00
<b>Insurance</b> <i>Narrative - liability</i>	\$0.00	\$0.00	\$0.00
<b>Volunteers</b> <i>Narrative -</i>	\$0.00	\$0.00	\$0.00
<b>Totals</b>	<b>\$344,000</b>	<b>\$86,000</b>	<b>\$430,000</b>

# EARLYCHILDHOOD EDUCATION CENTER 2024-2025

321 S. Yates St. Denver CO 80219 Ph: 720.644.6990

4 VOAC CLOSED

JULY 2024						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JANUARY 2025						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

1 VOAC CLOSED  
 2 Head Start Closed  
 Childcare open  
 15 MLK Day

5-9 ECE CLOSED Annual  
 Professional Development  
 12-16 Home Visits  
 19 Watermelon Welcome/  
 Orientation- Families Attend  
 20 First day without families

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

17-21 Home Visits

2 VOA CLOSED

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MARCH 2025						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

24-31 Head Start Closed  
 Childcare OPEN

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL 2025						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

18 ECE closes at 3:00p

25-27 Parent Teacher  
 Conferences  
 25-27 Head Start Closed  
 Childcare open  
 27 Childcare closes at  
 3:00p  
 28-29 VOAC CLOSED

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

MAY 2025						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

12-15 Parent Teacher  
 Conferences  
 26 VOAC CLOSED

23 Head Start Closed  
 Childcare open  
 24-25 VOAC CLOSED  
 26 Head Start Closed  
 Childcare open  
 30-31 Head Start Closed  
 Childcare open  
 31 Childcare closes at 3:00p

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JUNE 2025						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

4 Celebration of Learning  
 5-13 Center CLOSED for annual  
 maintenance

## Denver Great Kids Head Start - Program Year 29 - 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	January 15, July 30	Health Coordinator	<a href="mailto:hsreports@denvergov.org">hsreports@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	Ongoing	Family Services/ERSEA Coordinator	Data Connector
FAMILY SERVICES	Recruitment Template	5 <sup>th</sup> of Every Month	Family Services/ERSEA Coordinator	Data Connector
FAMILY SERVICES	Family Outcomes Survey	End of PY	Family Services	Electronic or postal service to CCR
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:hsreports@denvergov.org">Hsreports@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 PY29 July 2024 to June 2025	Annually, FEB 10 2025		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Single Audit Report	Annually, MAR 2025		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2025		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Certificate of Insurance PY29 July 2024 to June 2025	Current at time of contract - Annually, MAR 1 2024		<a href="mailto:Denverheadstart@denvergov.org">Denverheadstart@denvergov.org</a>
FINANCIAL	Budget Projection	November 2024 and March 2025		<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/ DGKHS Executive Director</a>
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/ DGKHS Executive Director</a>
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/ DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org/ DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org/ DGKHS Executive Director</a>
DELEGATE ADMIN REPORTS	Personnel Report	Last business day of Oct., Jan., April and July	Delegate Director	<a href="mailto:hsreports@denvergov.org">hsreports@denvergov.org/ DGKHS Executive Director</a>





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/01/2024
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**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> ISU Insurance Services of Colorado 1950 W Littleton Blvd. Suite 107 Littleton CO 80120	<b>CONTACT NAME:</b> Brenda Crozier <b>PHONE (A/C, No, Ext):</b> (303) 534-2133 <b>FAX (A/C, No):</b> (303) 892-5579 <b>E-MAIL ADDRESS:</b> bcrozier@isuiinsurance.com														
<b>INSURER(S) AFFORDING COVERAGE</b>															
<b>INSURED</b> Volunteers of America Colorado Branch 2660 Larimer St Denver CO 80205	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER A :</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>Philadelphia Indemnity Insurance Co.</td> <td style="text-align: center;">18058</td> </tr> <tr> <td><b>INSURER B :</b> Pinnacol Assurance Co</td> <td style="text-align: center;">41190</td> </tr> <tr> <td><b>INSURER C :</b></td> <td></td> </tr> <tr> <td><b>INSURER D :</b></td> <td></td> </tr> <tr> <td><b>INSURER E :</b></td> <td></td> </tr> <tr> <td><b>INSURER F :</b></td> <td></td> </tr> </table>	INSURER A :	NAIC #	Philadelphia Indemnity Insurance Co.	18058	<b>INSURER B :</b> Pinnacol Assurance Co	41190	<b>INSURER C :</b>		<b>INSURER D :</b>		<b>INSURER E :</b>		<b>INSURER F :</b>	
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<b>INSURER F :</b>															

**COVERAGES**                      **CERTIFICATE NUMBER:** 24-25 LIAB with 24-25 WC                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		PHPK2574068-023	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Sexual Abuse & Molestation						MED EXP (Any one person) \$ 20,000
	<input type="checkbox"/> \$1,000,000 Ann'l Aggregate						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>	Y		PHPK2574068-023	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b>			PHUBB71591-023	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		55212	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability for Human Services			PHPK2574068-023	07/01/2024	07/01/2025	Professional Liability \$1,000,000
							Annual Aggregate 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Re: Great Kids Head Start Programs; As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Auto. Sexual abuse and molestation coverage is not excluded.

**CERTIFICATE HOLDER**

**CANCELLATION**

City and County of Denver Department of Human Services 1200 Federal Blvd.  Denver CO 80204	<p style="text-align: center;"><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <p style="text-align: center;"><i>Brenda Crozier</i></p>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2024

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<b>PRODUCER</b> ISU Insurance Services of Colorado 1950 W Littleton Blvd. Suite 107 Littleton CO 80120	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME:</b> Brenda Crozier</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext):</b> (303) 534-2133</td> <td><b>FAX (A/C, No):</b> (303) 892-5579</td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS:</b> bcrozier@isuinsurance.com</td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>INSURER(S) AFFORDING COVERAGE</b></td> </tr> <tr> <td><b>INSURER A:</b> At-Bay Specialty Insurance Co.</td> <td><b>NAIC #</b> 19607</td> </tr> <tr> <td colspan="2"><b>INSURER B:</b></td> </tr> <tr> <td colspan="2"><b>INSURER C:</b></td> </tr> <tr> <td colspan="2"><b>INSURER D:</b></td> </tr> <tr> <td colspan="2"><b>INSURER E:</b></td> </tr> <tr> <td colspan="2"><b>INSURER F:</b></td> </tr> </table>	<b>CONTACT NAME:</b> Brenda Crozier		<b>PHONE (A/C, No, Ext):</b> (303) 534-2133	<b>FAX (A/C, No):</b> (303) 892-5579	<b>E-MAIL ADDRESS:</b> bcrozier@isuinsurance.com		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>INSURER A:</b> At-Bay Specialty Insurance Co.	<b>NAIC #</b> 19607	<b>INSURER B:</b>		<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER E:</b>																					
<b>INSURER F:</b>																					
<b>INSURED</b> Volunteers of America Colorado Branch 2660 Larimer St Denver CO 80205																					

**COVERAGES** **CERTIFICATE NUMBER:** 24-25 CYBER **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cyber - Claims Made Coverage Retention \$15,000			AB-6693822-02	07/01/2024	07/01/2025	Network Security Liability \$3,000,000 Media Liability \$3,000,000 Regulatory Liability \$3,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 RE: Denver Great Kids Head Start

<b>CERTIFICATE HOLDER</b>  City and County of Denver Office of Children's Affairs/Denver Great  1200 Federal Blvd. Denver CO 80204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <div style="text-align: center; font-family: cursive; font-size: 1.2em;">Brenda Crozier</div>
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EXHIBIT F



*A Ministry of Service*

Faye Washington, Board Chair  
David K. Schunk, President

2660 Larimer Street  
Denver, CO 80205  
Phone: 303.297.0408  
Fax: 720.264.3306  
www.voacolorado.org

**Volunteers of America Early Childhood Education Center is located at:  
321 S. Yates St. Denver, CO 80219**

**Volunteers of America Colorado Branch**

Affordable Housing • Aging and Nutrition Services • Building Services & Safety • Marketing & Development  
Northern Colorado • Residential, Youth & Emergency Services • Southwest Colorado • Veterans and Supportive Services • Volunteers



TITLE II - REVISED MUNICIPAL CODE  
Chapter 20 - FINANCE  
ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES  
DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

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***DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS***

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

- (a) *Required.* Every worker, mechanic or other laborer employed by any contractor or subcontractor in the work of drayage or of construction, alteration, improvement, repair, maintenance or demolition on any city-owned or leased building or on any city-owned land, pursuant to a contract by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, or engaged in the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or in similar custodial or janitorial work in connection with the operation of any such city-owned or leased building by or in behalf of the city, or for any agency of the city, or financed in whole or in part by the city, or any agency of the city, shall be paid not less than the wages and fringe benefits prevailing for the same class and kind of work in the Denver metropolitan area as determined by the career service board under subsection (c). The Denver metropolitan area shall be determined by the career service board. This section shall not apply to any participant in a youth employment program certified by the city where the participant is employed in non-construction work, including the work of materials furnishing, servicing and maintenance of any city-owned or leased building or on city-owned land and the work of landscaping that is not performed in connection with the construction or renovation of a city-owned or leased building; nor shall this section apply to situations where there is no contract directly requiring or permitting the work described above, or contracts that are neither a revenue or expenditure contract contemplating such work, such as licenses or permits to use city-owned land.
- (b) *Contract specifications.* Every contract with an aggregate value, including all change orders, amendments or other alterations to the value, in excess of two thousand dollars (\$2,000.00) to which the city or any of its agencies is a party which requires the performance of work involving drayage or involving construction, alteration, improvements, repairs, maintenance or demolition of any city-owned or leased building or on any city-owned land, or which requires the performance of the work of a doorkeeper, caretaker, cleaner, window washer, porter, keeper, janitor, or similar custodial or janitorial work in connection with the operation of any such public building or the prosecution of any such public work, shall contain a provision stating that the minimum wages to be paid for every class of laborer, mechanic and worker shall be not less than the scale of wages from time to time determined to be the prevailing wages under subsection (c). Every contract based upon these specifications shall include the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Contracts shall contain a stipulation that the contractor or subcontractor shall pay mechanics, laborers and workers employed directly upon the site of the work the full amounts accrued at time of payment, computed at wage rates not less than those stated or referenced in the specifications, and any addenda thereto, on the actual date of bid issuance, or on the date of the written encumbrance, as applicable, for contracts let by informal procedure under D.R.M.C. section 20-63(b), regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and such laborers, mechanics and workers. Increases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be mandatory on either the contractor or subcontractors. Future changes in prevailing wages on contracts whose period of performance exceeds one (1) year shall be mandatory for the contractor and subcontractors only on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Except as provided below, in no event shall any increases in prevailing wages over the amounts thereof as stated in such specifications result in any increased liability on the part of the city, and the possibility and risk of any such increase is assumed by all

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contractors entering into any such contract with the city. Notwithstanding the foregoing, the city may determine and may expressly provide in the context of specific agreements that the city will reimburse the contractor at the increased prevailing wage rate(s). Decreases in prevailing wages subsequent to the date of the contract for a period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective until the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable.

(c) *Determination of prevailing wages.*

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

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

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

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advises the executive director of human resources in writing that it disagrees with the clarification or interpretation, then the auditor and the executive director of human resources shall meet to resolve the conflict and, with approval of the career service board, the office of human resources shall issue a final agreed upon clarification or interpretation, or may withdraw the clarification or interpretation, as appropriate.

(d) *Mandatory contract provisions; enforcement.*

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

- any additional amount of wages owing to the worker, mechanic or other laborer. No interest shall be paid by the city on any funds received or disbursed pursuant to this subsection.
- d. On the last working day of each month, the amount of any claim for which the city is no longer liable shall be credited to the general fund, except as otherwise required by law.
  - e. The auditor shall maintain a list of all unclaimed, city-negotiated prevailing wage checks for which the city is liable. Such list shall be updated monthly and shall be available for inspection at the office of the auditor.
- (5) Every such contract shall further provide that the contractor shall furnish to the auditor each pay period during which work is in progress under the contract a true and correct electronically certified copy of the payroll records of all workers, laborers and mechanics employed under the contract, either by the contractor or subcontractors. Such payroll records shall include information showing the number of hours worked by each worker, laborer or mechanic employed under the contract, the hourly pay of such worker, laborer or mechanic, any deductions made from pay, and the net amount of pay received by each worker, laborer or mechanic for the period covered by the payroll.
- (6) Every such contract shall also require that the contractor will provide to the city a list of all subcontractors who will be providing any services under the contract.
- (7) Every such contract shall further provide that if any laborer, worker or mechanic employed by the contractor or any subcontractor under the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid as aforesaid, the city may, by written notice to the contractor, suspend or terminate the contractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay the required wages, and in the event of termination, may prosecute the work to completion by contract or otherwise, and the contractor and any sureties shall be liable to the city for any excess costs occasioned the city thereby.
- (e) *Penalties.* Any contractor or subcontractor subject to the requirements of this section shall as a penalty pay to the City and County of Denver an amount as set forth below for each payroll period, for each worker paid less than the applicable prevailing wage rates.
- (1) The amount of the penalty shall be determined by the auditor based on consideration of both of the following:
    - a. Whether the failure of the contractor or subcontractor to pay the correct wage rate was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
    - b. Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.
  - (2) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of prevailing wages was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor.
  - (3) The penalty shall be two thousand five hundred dollars (\$2,500.00) for a violation, plus seventy-five dollars (\$75.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed a penalty, but not more than two (2) other penalties, within the previous three (3) years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
  - (4) The penalty shall be five thousand dollars (\$5,000.00) for a violation, plus one hundred dollars (\$100.00) for each week, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed three (3) or more other penalties within the

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previous three (3) years for failing to meet its prevailing wage obligations on separate contracts, unless those penalties were subsequently withdrawn or overturned.

- (5) The penalty shall be five hundred dollars (\$500.00) for each week, or portion thereof, for each week during which a contractor or subcontractor fails to furnish the auditor any certified payrolls where any worker, laborer or mechanic employed by the non-reporting contractor or subcontractor has performed any work under a contract subject to section (b), unless the failure of the contractor or subcontractor to furnish the auditor any certified payrolls was a good faith mistake and, if so, the error was corrected within thirty (30) days of the date brought to the attention of the contractor or subcontractor. This penalty shall not be imposed in conjunction with penalties imposed under sections (e)(2)—(4).
- (6) The penalty shall be fifty dollars (\$50.00) for each week, or portion thereof, for each incident of false reporting on a certified payroll, not corrected within fifteen (15) days of the date the false report was brought to the attention of the contractor or subcontractor. A certified payroll shall be determined to be a false report when information related to hours worked or wages paid reported on a certified payroll is not identical to supportive documentation, including paychecks issued to employees, timecards maintained by contractors and subcontractors, invoices for work performed issued to contractors or the city, and tax documents. This penalty shall be imposed in addition to penalties imposed under sections (e)(2)—(5).
- (f) *Third party complaints.* Subject the provision of this section and any rules and regulations that may be issued by the auditor, a third party, including an employee of a contractor or subcontractor, may submit a complaint of a violation of this section to the auditor. The burden of demonstrating to the auditor's satisfaction that a violation has occurred or the rebuttable of such presumption rests with the third party making the complaint, and shall be demonstrated by a preponderance of the evidence. Any such complaint shall be made in writing to the auditor and shall include all information relied upon by such party. The auditor shall notify in writing any person alleged to have violated the section of such complaint. The auditor will investigate credible complaints and provide a response of its findings of any such complaint to both the complainant and the person who is identified as violating the section. Any determination by the auditor pursuant to this section is reviewable by the complained-of party, pursuant to subsection (g).
- (g) *Review.* Any determination of the auditor related to the imposition of prevailing wage, including determinations of applicable employment classifications and wages, determinations of underpayment or misreporting, and the imposition of penalties shall be reviewable as follows:
- (1) Any person who disputes any determination made by or on behalf of the city pursuant to the authority of the auditor, which determination adversely affects such person, may petition the auditor for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
  - (2) The auditor shall designate as a hearing officer a person retained by the city for that purpose.
  - (3) The petition for a hearing shall be in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in accordance with rules and regulations issued by the auditor. The petitioner shall bear the burden of proof, and the standard of proof shall conform with that in civil, nonjury cases in state district court.
  - (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order and may be reviewed under Rule 106(a)(4) of the state rules of civil procedure by the petitioner or by the city. A request for reconsideration of the determination may be made if filed with the hearing officer within fifteen (15) days of the date of determination, in which case the



hearing officer shall review the record of the proceedings, and the determination shall be considered a final order upon the date the hearing officer rules on the request for reconsideration. The nonprevailing party shall be responsible for and shall pay the costs of the hearing, including the costs of the hearing officer and the hearing reporter.

- (5) The district court of the second judicial district of the State of Colorado shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) of the state rules of civil procedure.
- (6) Failure to pay outstanding penalties that are not pending appeal and are owed to the city pursuant to this section shall be grounds for suspension or revocation of any license issued by the city until fully paid.

(Code 1950, §§ 161.1A, 161.1B, 161.1C, 161.1D; Ord. No. 582-85, § 2, 10-28-85; Ord. No. 212-89, § 1, 4-17-89; Ord. No. 979-95, § 1, 11-27-95; Ord. No. 546-96, § 1, 7-1-96; Ord. No. 624-97, § 1, 9-22-97; Ord. No. 277-00, § 1, 4-3-00; Ord. No. 84-02, § 1, 1-28-02; Ord. No. 656-06, § 1, 10-9-06; Ord. No. 679-06, § 1, 10-16-06; Ord. No. 423-09, § 1, 8-3-09; Ord. No. 285-10, § 1, 5-24-10; Ord. No. 161-12, §§ 1, 2, 3-19-12; Ord. No. 387-12, § 1, 7-30-12; Ord. No. 985-16, § 1, 11-7-16; Ord. No. 35-19, § 1, 2-11-19)

**Sec. 20-77. Debarment from city contracting due to certain violations of law.**

- (a) *In general.* A contractor shall be subject to debarment and disqualification from the award of any contract upon a determination that grounds for debarment exist as provided in this section.
- (b) *Definitions.* As used in this section:
  - (1) *Contract* shall mean a contract or a purchase order authorization for construction, alteration, improvement, repair, maintenance or demolition of any city-owned or leased building or performed on city-owned land by or on behalf of the city, or for any agency of the city, or financed in whole or in part by the city or any agency of the city, and includes subcontracts.
  - (2) *Contractor* shall mean a contractor who has contracted with or is seeking to contract with the city or to provide goods or services to or on behalf of the city and a subcontractor or supplier of any tier.
  - (3) *Debarment board or board* shall mean a board consisting of the manager of transportation and infrastructure, the manager of aviation, the manager of general services, the director of the division of small business opportunities, and the auditor. In the event any member of the board has a conflict hearing a particular matter, the conflicted member will delegate his or her duties as a member of the debarment board to another individual within his or her department or division.
- (c) *Grounds for debarment.* As used in this section, "grounds for debarment" shall mean the occurrence within the three (3) years immediately preceding a report as provided in subsection (d) of:
  - (1) A willful failure or refusal of a contractor to pay prevailing wages in violation of section 20-76. In any proceeding arising under this section, a "willful failure or refusal" may be proven by evidence that the contractor has intentionally or repeatedly paid less than the required prevailing wage(s), either under the same contract or under two (2) or more contracts, including subcontracts.
  - (2) Intentional or repeated violations of the obligations imposed upon the contractor by contract provisions that substantially conform to the requirements of subsection 20-76(d).
  - (3) Any suspension or termination of a contract by the city or any agency thereof due to a violation of section 20-76.
  - (4) Any violation of any applicable city or state law establishing journeyman to apprentice ratios for the performance of work distinctive to a specific craft of trade or requiring licensing for the performance of

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any type of construction work, when such violation occurred in the course of a contract, and when such violation demonstrates an intent by a contractor to evade the requirements of section 20-76 for the payment of prevailing wages.

- (5) Any violations described in D.R.M.C. section 28-77.
  - (6) Conviction of a criminal offense under local, state, or federal law or entry of a civil judgment for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
  - (7) Conviction of a criminal offense or entry of a civil judgment related to obtaining or attempting to obtain a public or private contract or subcontract, including, but not limited to, bid rigging or collusion by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
  - (8) Serious violation of the terms of one or more contracts with the city, including willful material failure to perform, following notice of such failure, or a history of material failure to perform, or of materially unsatisfactory performance of one or more contracts with the city.
  - (9) Current debarment by any other governmental entity based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity.
  - (10) Any other cause of so serious or compelling a nature that it affects the present responsibility of a contractor or subcontractor.
  - (11) Any violations of or described in D.R.M.C. section 20-80.
  - (12) Any violations of or described in D.R.M.C. sections 20-82 through 20-84.
  - (13) The term "grounds for debarment" shall not include any isolated or insubstantial violation of law that is promptly corrected by a contractor in accordance with the requirements of the city.
- (d) *Reports to debarment board.* Any officer or employee of the city responsible for enforcing the laws set forth in paragraph (4) of subsection (c) of this section, or for the administration of the contracts of the city shall promptly report to the debarment board in writing any grounds for debarment coming to the attention of the officer or employee. Submittal of such a report to the board by an officer or employee who is on the board or who works under any member of the board shall not disqualify on its own that board member from serving his or her duties on the board with regard to the submitted report.
- (e) *Debarment investigation; notice to contractor.*
- (1) Following the receipt of a report of grounds for debarment under subsection (d), the debarment board shall conduct an investigation. After the board has made an initial investigation of the facts and circumstances underlying the report, the board shall send a written notice of investigation to the contractor against whom the report was made. Such notice shall be sent by certified mail, return receipt requested, and shall contain a concise statement of the report and the underlying facts and circumstances as they appear to the debarment board at the time of the notice. The notice shall inform the contractor that it has twenty (20) business days in which to respond to the board in writing.
  - (2) The contractor's response shall include a statement of the following:
    - (i) Which, if any, of the facts cited in the notice the contractor does not contest;
    - (ii) Any facts not included in the notice which the contractor believes to be relevant to the investigation;

- (iii) The contractor's statement of the facts and circumstances relevant to the report and investigation; and
  - (iv) Any mitigating factors related to the grounds for debarment.
- (3) After receipt of the contractor's written response, the debarment board shall meet with the contractor to discuss and review the facts and circumstances relevant to the report under investigation. The board may meet more than once with the contractor during the investigation. The contractor may be represented by counsel at such meeting(s), and may present documentation and exhibits to the board for the board's consideration.
- (4) It is not the intent of this subsection (e) that the debarment board shall conduct informal or formal hearings during the investigation, but rather that the contractor against whom the report is made shall have the opportunity to be notified of the investigation and to present information relevant to the report. If a contractor does not timely respond to a notice of investigation sent under this subsection (e), the board shall proceed with the investigation.
- (f) *Determination of debarment.* Following the investigation under subsection (e) of this section, and after consultation with the city attorney, the debarment board may determine that no further action is required, or may debar a contractor from consideration for any contract upon the affirmative vote of at least three (3) members of the board for a period of up to three (3) years. If the board determines to debar a contractor, then the board shall send a written notice of debarment by certified mail, return receipt requested, to the contractor, and the notice shall inform the debarred contractor of the right to appeal the decision administratively in accordance with subsection (h) of this section.
- (g) *Effect of debarment determination.* A debarment determination shall take effect thirty (30) days after the contractor receives notice of the determination unless an appeal is filed during that time in accordance with subsection (h) of this section. After the debarment decision takes effect, the contractor debarred shall remain debarred unless a court or the board orders otherwise or until the debarment period specified in the determination expires. A debarment shall disqualify the contractor from the award of any contract during the period of debarment, and shall be binding upon any and all city departments and agencies responsible for the award of contracts.
- (h) *Suspension.* The debarment board, in consultation with the city attorney, may temporarily suspend any contractor because a criminal investigation has commenced or a criminal charge has issued against the contractor or an officer, director, partner, manager, key employee, or other principal of a contractor for an offense under local, state, or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of antitrust statutes, or other law indicating a lack of business integrity or business honesty until the investigation is concluded without charges or the charges are resolved through conviction, plea, dismissal, or other resolution.
- (i) *Appeals.*
- (1) Any contractor who disputes any determination of debarment made pursuant to this section may petition the debarment board for a hearing concerning such determination no later than thirty (30) days after having been notified of any such determination. Compliance with the provisions of this subsection shall be a jurisdictional prerequisite to any action brought under the provisions of this section, and failure of compliance shall forever bar any such action.
  - (2) The debarment board shall designate a hearing officer to hold such hearing, and shall be represented before the hearing officer by the city attorney.
  - (3) Such petition shall be filed in writing, and the facts and figures submitted shall be submitted under oath or affirmation either in writing or orally at a hearing scheduled by the hearing officer. The hearing, if any, shall take place in the city, and notice thereof and the proceedings shall otherwise be in

accordance with rules and regulations issued by the board. The petitioner shall bear the risk of non-persuasion, and the standard of proof shall conform to that in civil, non-jury cases in state district court.

- (4) Thereupon, the hearing officer shall make a final determination. Such final determination shall be considered a final order of the hearing officer and may be reviewed under Rule 106(a)(4), C.R.C.P. by the petitioner or by the city.
- (5) The district court of the second judicial district of the state shall have original jurisdiction in proceedings to review all questions of law and fact determined by the hearing officer by order or writ under Rule 106(a)(4) C.R.C.P.
- (6) Any appeal of a debarment determination shall automatically stay the effect of the debarment until the appeal is finally resolved.
- (j) *Debarment list.* The debarment board shall maintain a list of any and all contractors debarred in accordance with this section and shall promptly notify the auditor, the mayor, the city council, the manager of transportation and infrastructure, the manager of aviation, the manager of parks and recreation, the director of the division of small business opportunity, and the manager of general services of any additions or deletions to the debarment list.
- (k) *Mandatory contract provision.* Every contract shall contain a provision prohibiting the contractor from hiring any subcontractor that is currently debarred by the city in accordance with this section.
- (l) *Other remedies preserved.* The operation of the debarment process under this section 20-77 shall not preempt or supersede existing remedies or penalties for violation of prevailing wage, building code or other city laws and regulations, or other discretionary activities of appropriate city officials with respect to contract issues that may be provided by law.
- (m) *Guidelines; rules and regulations.* The debarment board is authorized to promulgate guidelines and rules and regulations as may be necessary to effectuate the purposes of this section 20-77.

(Ord. No. 581-03, § 1, 7-14-03; Ord. No. 985-16, § 2, 11-7-16; Ord. No. 194-19, §§ 1—3, 4-8-19; Ord. No. 39-20, § 38, 2-3-20)

### **Sec. 20-78. Requirements before payment to contractors.**

No warrant or demand for payment to any contractor under any such contract shall be drawn or allowed by the manager of finance unless such contractor shall have filed with the auditor the reports and statements required by section 20-76(d) nor while any such contractor or any subcontractor under the contractor shall be in default in the payment of such wages as are required by the contract.

(Code 1950, § 161.1F; Ord. No. 656-06, § 2, 10-9-06)

### **Sec. 20-79. Division constitutes part of all contracts.**

The provisions of this division shall constitute a part of every contract of employment between every contractor or subcontractor and any employees performing work covered by the provisions of this division.

(Code 1950, § 161.1G)

<b>DENVER GREAT KIDS</b>		
<b>EARLY HEAD START/HEAD START INDIVIDUALIZED HEALTH PLAN</b>		
<b>CENTER:</b>	<b>CHILD'S NAME:</b>	
	<b>DATE:</b>	<b>NURSE/HEALTH TEAM REVIEW INITIALS</b>
<b>FIRST DAY OF ATTENDANCE IN CLASSROOM:</b>		
<b>INDIVIDUALIZED HEALTH PLAN IN PROCESS</b>		
<b>MEDICAL HOME IDENTIFIED BY PARENT</b>		
<b>HEALTH INSURANCE IDENTIFIED BY PARENT</b>		
Referred to Covering Kids or DH Enrollment Specialist		
<b>HCT Result</b>		
<b>LEAD Result</b>		
<b>TB Result OR Risk Assessment</b>		
<b>HCAP 1</b>		
<b>HCAP 1 Completed &amp; Expiration date</b>		
<b>HCAP 2</b>		
<b>HCAP 2 Completed &amp; Expiration date</b>		
<b>IZ IN CHART AND UP-TO-DATE FOR AGE</b>		
Is there a Statement of Immunization Exemption on File?		
<b>CURRENT PE IN CHART</b>		
<b>1 month</b>		
<b>2 months</b>		
<b>4 months</b>		
<b>6 months</b>		
<b>9 months</b>		
<b>12 months</b>		
<b>15 months</b>		
<b>18 months</b>		
<b>24 months/2 years</b>		
<b>3 years</b>		
<b>4 years</b>		
<b>5 years</b>		
<b>HEALTH SCREENINGS COMPLETED WITHIN 45 DAYS</b>		
Health Screenings retests needed		
<b>REFERRAL NEEDED BASED ON HEALTH SCREENINGS</b>		
Referral completed		
<b>DENTAL HOME IDENTIFIED</b>		
<b>DENTIST'S EXAM COMPLETED WITHIN 90 DAYS</b>		
Treatment completed		
	<b>Most Recent Fall Data</b>	
Fall Height		
Fall Weight		
Fall BMI		
	<b>Most Recent Spring Data</b>	
Spring Height		
Spring Weight		
Spring BMI		



# Head Start Eligibility Verification Form

1. Child's name: \_\_\_\_\_

2. Child's date of birth: \_\_\_\_\_

3. Is this child eligible to participate in the program?  Yes  No

4. Type of eligibility interview conducted:  In-person  Audio or Video Call

5. Indicate the applicable eligibility criterion for this child:

- |   |   |
|---|---|
| <input type="checkbox"/> Experiencing Homelessness                  | <input type="checkbox"/> Other (up to 10% may fall into this category, up to 49% for AI/AN programs)        |
| <input type="checkbox"/> Foster care                                |   |
| <input type="checkbox"/> Public assistance (TANF, SSI, SNAP)        | <input type="checkbox"/> Income between 100-130% poverty guidelines (up to 35% may fall into this category) |
| <input type="checkbox"/> Income at or below 100% poverty guidelines |   |

6. What documentation was used to determine eligibility and is included as part of the eligibility determination record?

- |  |   |
|--|---|
| <input type="checkbox"/> Income Tax Form 1040            | <input type="checkbox"/> Unemployment documentation                     |
| <input type="checkbox"/> W-2                             | <input type="checkbox"/> Written statement (employer, service provider) |
| <input type="checkbox"/> TANF documentation              | <input type="checkbox"/> Foster care reimbursement                      |
| <input type="checkbox"/> SSI documentation               | <input type="checkbox"/> Family signed declaration                      |
| <input type="checkbox"/> SNAP documentation              | <input type="checkbox"/> Other, please describe:<br>_____               |
| <input type="checkbox"/> Pay stub or earnings statements | _____   |

7. Staff signature: \_\_\_\_\_ Date: \_\_\_\_\_

8. Staff name: \_\_\_\_\_ Title: \_\_\_\_\_

Notes: