

## **A G R E E M E N T**

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.**, a Colorado not-for-profit corporation, whose address is 6240 Smith Road, Denver, Colorado 80216 (the “Contractor”), collectively “the parties”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A. Exhibit A,** Contractor’s Application and narrative to provide Head Start Services for program year 2018-2019.

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

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

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

**E. Exhibit E,** Certificate of Insurance.

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

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

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

**4. TERM:** The Agreement will commence on July 1, 2018, and will expire on June 30, 2019 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

**5. SERVICES TO BE PERFORMED:**

**A.** At the direction of the Director, or the Director’s Designee, the Contractor shall diligently undertake, perform, and complete all of the Services and produce all the

deliverables set forth in the Exhibits attached hereto to the City's satisfaction.

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

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

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

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

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

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

**D.** Permit the City or the ACF to carry out reasonable monitoring and evaluation activities and ensure the cooperation of the Contractor, its employees, agents, board members, and subcontractors in such efforts;

**E.** Obtain and maintain all applicable licenses, permits and authority required to provide services under this Agreement;

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

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

any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

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

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

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

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

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

**L.** Comply with all directives of the City issued in the form of a City- issued monitoring report within all timeframes designated in said City monitoring report. The Contractor will deliver to the City written confirmation of compliance with said directives on or before a date reasonably designated by the Director. If the Contractor cannot in good faith comply with any directive contained in a City monitoring report by the deadline established by the Director, the Contractor will notify the Director, on or before the deadline for written confirmation of

compliance, in writing of the reasons why Contractor is unable to comply with a required directive and will propose a new date upon which the Contractor expects to comply with said directive. The Director will approve or disapprove of this new timeframe in writing.

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

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

## **7. COMPENSATION:**

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

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

**C. Invoices:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the last business day of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

### **D. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Two Hundred Twenty -Three**

**Thousand Seven Hundred Eighty-Nine Dollars and Zero Cents (\$1,223,789.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

**F. Non-Federal Share Match.** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **Three Hundred Five Thousand Nine Hundred Forty Seven Dollars and Zero Cents (\$305,947.00)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors' non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

Every one of Contractor’s Expenditure Variance Reports will be certified to be

correct by an authorized representative of Contractor and will reference the Contract Control Number of this Agreement as designated below on the City's signature page. Every one of Contractor's Expenditure Variance Reports will be submitted with official documentation evidencing, in detail, the nature and propriety of the charges including general ledgers, transaction listings, journals and invoices paid by the Contractor that equal or exceed One Thousand Dollars (\$1,000.00) for any transaction, time sheets, payrolls, receipts and any other document which may be pertinent in light of the nature of services to be performed under this Agreement and showing that services were performed within the period for which the payment is requested. Contractor will make available to the City and provide the City with a copy of any and all such documentation upon request.

**H. Federal Funds Contingency/Appropriations.** The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2018-2019, HHS may issue only a partial financial award for program costs for Program Year 2018-2019. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the parties in the same manner as this Agreement.

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

**I. Updated Program Conditions:** If additional conditions are lawfully imposed on the Head Start Program and the City by federal, state, or local law, executive order, rules and regulations, or other written policy instrument, the Contractor will comply with all such additional conditions. If the Contractor is unable or unwilling to accept any such additional conditions concerning the administration of the Head Start Program, the City may withhold payment to the Contractor of any unearned funds or terminate this Agreement in accordance with Section 19.A.2, below. If the City withholds payment for this reason, the City shall advise the Contractor and specify the actions that must be taken as a condition precedent to the resumption of payments.

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

## **8. REPORTS:**

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

**(1) Enrollment Report.** The Enrollment Report will include the number of children actually enrolled by Contractor in Head Start programs by site and program option in the following categories: age, ethnicity, language, and gender. Contractor will monitor at all times the number of students it has enrolled for Head Start services and will promptly identify any and all vacancies.

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

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



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

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

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

(6) **Self-Assessment Report.** The Self-Assessment Report will include a description of the progress of work set forth in **Exhibits A and B** as well as an evaluation of the effectiveness of Contractor's management systems, child development and health services, family and community partnerships, program design and fiscal management operations information and will be consistent with any format designated by the City;

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

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

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

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

be deemed to be an event of default and the City may, in addition to any other remedies provided in this Agreement or available to the City by law, deny Contractor any future awards, grants, or contracts of any nature by the City.

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

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

**11. EXAMINATION OF CONTRACTOR RECORDS:**

**A.** Any authorized agent of the City including the City Auditor or the Auditor's representative, or any authorized agent of the federal government has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to this Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

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

audit requirements.

## **12. AUDIT REQUIREMENTS:**

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

**B.** Contractor will complete and deliver two copies of its audit report no later than six (6) months after the Contractor's prior budget year unless such time frames are extended in writing by the responsible HHS official. If the responsible HHS official extends said time frames, in writing, then Contractor's audit report will be submitted to the City at least two months prior to the new deadline. Contractor's agreements with any Subdelegates or any Vendor will contain a clause stating that Subdelegates or Vendors, as appropriate, are subject to the Audit Requirements of this Agreement or as may be imposed by federal, state and City law. Contractor's audit will either include an audit of Subdelegates and any Vendor, unless said Vendor has been exempted in writing by the Director, or Contractor will cause Subdelegates and, if directed in writing by the Director, any Vendor to provide separately their own independent audits. If a Subdelegate or Vendor conducts its own audit for Head Start services provided hereunder, then the Contractor will provide two copies of such audit or the portions that pertain to Head Start services along with Contractor's audit or portions thereof. Final financial settlement under this Agreement will be contingent upon receipt and acceptance of Contractor's audit and the audits of Contractor's Subdelegates and any Vendor.

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

**D.** The Contractor will satisfy the requirements of the Single Audit Act of 1984, as amended, codified at 31 U.S.C. §7501, *et seq.*, and as may be further amended from time to time, and all applicable Office of Management and Budget Circulars including but not limited to 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230 Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards. If Contractor determines that it is not subject to the requirements of the Single Audit Act, it will notify the City in writing within ten (10) calendar days of its determination that it is not subject to the Single Audit.

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

**14. INSURANCE:**

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

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

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

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

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

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

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

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

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

(9) **Commercial Crime (Fidelity):** Contractor shall maintain a Comprehensive Crime Liability with limits of \$500,00 for employee dishonesty, \$250,000 for theft, and \$125,000 for depositors' forgery. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

(10) **Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

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

(b) For claims-made coverage:

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

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

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

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

required by applicable federal law in writing.

**15. DEFENSE AND INDEMNIFICATION:**

**A.** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees (“City Indemnities”) for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City Indemnities for any acts or omissions of the Contractor, its Subdelegates, Subcontractors, subconsultants, or Vendors, either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the negligence or willful misconduct of the City.

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

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

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

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

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

## 17. ASSIGNMENT AND SUBCONTRACTING:

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

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

Services subcontracted to Subdelegates under this Agreement shall be specified by written agreement and will be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor will submit proposed subcontract agreements to the Director for the Director's review and approval no later than thirty (30) calendar days prior to the commencement of the Program Year or the commencement date of the proposed contract whichever is later. Such consent of the City obtained as required by this paragraph shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost. Any approved use of any Subdelegate or any Vendor will be on a reimbursement basis only.

## 18. TERMINATION:

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

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

(2) If the Contractor is to develop a Quality Improvement Plan, the Contractor will submit to the Director for the Director's approval, within ten (10) calendar days of the date of the Notice of Deficiencies, a Quality Improvement Plan that identifies the actions the Contractor will undertake to correct each identified deficiency and the date that Contractor expects



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

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

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

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

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

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

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

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

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

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

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

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

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

**19. OTHER GROUNDS FOR TERMINATION:**

**A. By the City.**

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

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

(3) Notwithstanding the preceding paragraphs, the City may terminate the Agreement, in whole or in part, if the Contractor or any of its officers or employees who have contact with Head Start children are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

Contractor will timely notify the City in writing if any employee, agent or

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

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

**C.** Nothing in this Agreement gives the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Director. If the Agreement is terminated with or without cause the Contractor will not have any claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement. In the event that this Agreement is terminated prior to the expiration date specified in Section 4 above, Contractor will submit any and all outstanding reports or requested information within forty-five (45) calendar days of the date of early termination. In addition, if this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient.

## **20. PROCUREMENT:**

**A. Tangible Property.** The Contractor shall comply with all federal regulations applicable to property and procurement standards (which are currently presented in 45 CFR Part 75). With respect to the procurement of goods and services, supplies, and equipment, as such terms are presented in 45 CFR Part 75, the Contractor shall use its own documented procurement procedures as long as such procedures conform to applicable Federal and City laws, the standards identified in this Section, and 45 CFR Parts 75-327 through 75.335. All procurement

transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Contractor shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. The Contractor will establish written procurement standards covering competition, conflicts of interest, and governing the actions of employees engaged in the selection, award, and administration of contracts consistent with the “Procurement Standards” contained in 45 C.F.R. Part 75 and consistent with the requirements contained in this Section 20.

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

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

## **21. SITE LOCATIONS, LEASES AND LICENSES:**

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

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

**C. Smoke and Toxin Free Facilities.** All Head Start Sites and facilities operated by the Contractor and its Subdelegates and any Vendor will be free of toxins. The Contractor will further provide a smoke free environment for all Head Start children and adults consistent with federal and City policies concerning the use or sale of tobacco in Head Start or

City facilities, as such policies may be amended from time to time. No class will be operated in a facility that does not comply with any applicable federal or City policies. No class will be operated in a facility that is not a smoke or toxin free facility.

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

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

- A.** The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B.** Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C.** 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, 92 and 107;
- D.** All applicable circulars of the U.S. Office of Management and Budget

(“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 C.F.R. Part 200, *et seq.* and 2 CFR Part 25.110;

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

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

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

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

**I.** U.S. Executive Order 12549, Debarment and Suspension implemented at 2 C.F.R. Part 180. The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Executive Director if at any time it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue any and all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor.

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

**J.** Byrd Anti-Lobbying. If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a

member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award;

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

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

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

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

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

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

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

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

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

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



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

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

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

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

**T.** No Employment of Illegal Aliens to Perform Work Under the Agreement (City Ordinance):

(1) This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

(2) The Contractor certifies that:

(a) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

(3) The Contractor also agrees and represents that:

(a) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(b) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(c) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation

in the E-Verify Program.

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

(e) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(f) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of §8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

**23. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

**24. CONFLICT OF INTEREST:**

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics,

D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**B.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

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

With a copy of any such notice to:

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

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

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

**27. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action

relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

## **28. CONFIDENTIALITY:**

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

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

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

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

## **29. INTELLECTUAL PROPERTY RIGHTS:**

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

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

The Contractor will disclose all such Original Works to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101 *et seq.*, the Original Works will be considered a "work made for hire," and all ownership of copyright in the Original Works will vest in the City at the time the Original Works are created. In the event that this Agreement is determined by a court of competent jurisdiction not to be a work for hire under the federal copyright laws, this Agreement will operate as an irrevocable assignment by the Contractor to the City of the copyright in the Original Works including all rights thereunder in perpetuity. Under this irrevocable assignment, the Contractor hereby assigns to the City the sole and exclusive right, title, and interest in and to the program, without further consideration, and agrees to assist the City in registering from time to time enforcing all copyrights and other rights and protections relating to the program in any and all countries. The Contractor, upon the expiration or earlier termination of this Agreement, will return all such Original Works and copies thereof and the Contractor will have no right to make any other use of this material.

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

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

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

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

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

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

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

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

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

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

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

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

**Exhibit List follows**

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

1. **Exhibit A**, Contractor's Application and narrative to provide Head Start Services for program year 2018-2019.
2. **Exhibit B**, Contractor's Budget.
3. **Exhibit C**, Calendar of Times and Days of Operations.
4. **Exhibit D**, Schedule for submission of reports.
5. **Exhibit E**, Certificate of Insurance.
6. **Exhibit F**, Site Locations.
7. **Exhibit G**, Section 20-76 of the Den. Rev. Mun. Code pertaining to Payment of Prevailing Wages.

**END**

**SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE**



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** MOEAI-201840633-00

**Contractor Name:** CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC. +

By: 

Name: Laurence Smith  
(please print)

Title: President / CEO  
(please print)

**ATTEST: [if required]**

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

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

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



# Exhibit A

## TABLE OF CONTENTS

### **SECTION I. PROGRAM DESIGN & APPROACH TO SERVICE DELIVERY..... 3**

#### **Sub-Section A:**

#### **Goals..... 3**

##### **1. Program Goals, Measurable Objectives, Expected Outcomes..... 3**

##### **2. School Readiness Goals..... 10**

##### **3. Program Goals....., 12**

#### **Sub-Section B: Service Delivery..... 13**

##### **1. Service and Recruitment Area..... 13**

##### **2. Needs of Children and Families..... 17**

##### **3. Proposed Program Options and Funded Enrollment Slots..... 21**

##### **4. Centers and Facilities.....24**

##### **5. Eligibility, Recruitment, Selection, Enrollment, and Attendance..... 25**

##### **6. Education and Child Development.....26**

##### **7. Health..... 32**

##### **8. Family and Community Engagement..... 34**

<b>9. Services for Children with Disabilities.....</b>	<b>38</b>
<b>10. Transition.....</b>	<b>40</b>
<b>11. Services to Enrolled Pregnant Women.....</b>	<b>42</b>
<b>12. Transportation.....</b>	<b>42</b>
<b>Sub-Section C: Governance, Organizational, and Management Structures.....</b>	<b>42</b>
<b>1. Governance.....</b>	<b>42</b>
<b>2. Human Resources Management.....</b>	<b>44</b>
<b>3. Program Management and Quality Improvement.....</b>	<b>46</b>
<b>SECTION II. BUDGET AND BUDGET JUSTIFICATION NARRATIVE.....</b>	<b>52</b>

**SECTION I. PROGRAM DESIGN AND APPROACH TO SERVICE DELIVERY**

**Sub-Section A: Goals**

**1. Program Goals, Measurable Objectives, and Expected Outcomes**

<b>Program Goal 1: All Denver Great Kids Head Start children will receive high quality education that ensures they are ready to succeed in school while respecting families as lifelong educators and supporting family engagement in transitions.</b>					
<b>Goal 1 – Objective 1</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Implement classroom activities and maintain high-quality environments to promote growth in Teaching Strategies GOLD (TSG) developmental	Catholic Charities Head Start children will show growth annually in the TSG developmental domains.	(leave blank and use in subsequent years to report progress/			

domains including Physical, Social-Emotional, Language, Literacy, Math, Cognitive and ESL.		challenge s)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>Utilize TSG data to create Activity Plans weekly for the classrooms.</li> <li>Conduct periodic CLASS, ECERS Observations in the classrooms to ensure high quality environments and activity.</li> <li>Complete and review TSG Outcomes three times during the program year to monitor children’s ongoing development.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>TSG Outcomes reports, ECERS Observations, CLASS reviews, Weekly Planning forms.</li> </ul>					
<b>Goal 1 – Objective 2</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Provide ongoing professional development for all staff in order to increase their knowledge and skills and maintain a high-quality work force.	Teaching staff will continue their educational growth and increase their knowledge and skills. Teachers will feel more confident in their role and increase children’s school readiness.	(leave blank and use in subsequent years to report progress/ challenge s)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>Implement a diverse Training and Technical Assistance Plan.</li> <li>Implement Practice-Based Coaching across the program.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>School reports, Training and Technical Assistance (TA) Plan, Staff surveys, TSG Outcomes reports, Collaborative Planning notes, Training Certificates evaluation, Professional Development plans.</li> </ul>					
<b>Goal 1 – Objective 3</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Provide resources and services that help students and families make effective transitions from Head Start to kindergarten.	Children will successfully transition to kindergarten. Families will feel supported and confident in their role as the first teacher of their child.	(leave blank and use in subsequent years to report progress/ challenge s)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>Host kindergarten transition meetings at all sites.</li> </ul>					

<ul style="list-style-type: none"> <li>• Discuss transitions at Parent Teacher conferences.</li> <li>• Provide training and resources for families on school readiness.</li> </ul>
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Transition plans, Home Visits/Family Conference sheets, Family surveys, Parent Meeting agendas, Family Partnership agreements, School Readiness committee.</li> </ul>

**Program Goal 2: All Head Start children will receive culturally and linguistically responsive high-quality health, mental health and nutrition services so they are ready to succeed in school. Services will engage parents as lifelong educators and learners, support families in making connections to peers and community, improve parent and child relationships, and improve family well-being.**

Goal 2 – Objective 1	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Staff will ensure families know the health status of their children.	Children will develop lifelong healthy lifestyles and enter kindergarten ready to succeed.	(leave blank and use in subsequent years to report progress/challenges)			

-Activities or Action Steps to Meet Objective Above:

- Ensure children receive screenings for vision, dental and BMI and share results and referrals for parents regarding follow-up activities, if needed.
- Distribute monthly health newsletters to families.
- Provide Healthy Living resources and activities for families during the program year.

-Data, Tools, or Methods for Tracking Progress Above:

- Growth Trend reports, lesson plans, Health and Nutrition plan/activities, Program Information Report (PIR), Child Plus.

Goal 2 – Objective 2	Progress, Outcomes, and Challenges				
	Year 1	Year 2	Year 3	Year 4	Year 5
Connect families with services, resources and providers to maintain their child's health and nutrition needs.	Families will feel supported in meeting their child's health and nutrition needs. Children will enter kindergarten healthy and ready to learn.	(leave blank and use in subsequent years to report progress/challenges)			

-Activities or Action Steps to Meet Objective Above:

- Provide resources and assistance for families to ensure medical insurance and a medical home for their children.

<ul style="list-style-type: none"> <li>Distribute a monthly health newsletter.</li> <li>Work with families through Family Partnership agreements to provide resources to maintain health and nutrition needs for children.</li> </ul>					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> <li>Family Partnership agreements (FPAs), Parent Meeting agendas, flyers/agendas, certificates, Health Advisory committee minutes, nutrition newsletters, Child Plus.</li> </ul>					
<b>Goal 2 – Objective 3</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Ensure that all children receive Developmental, Social-Emotional, Health and Nutrition screening and assessments and coordinate further assessment and support services when needs are identified.	Families will know the overall health and development of their child. Children will receive individualized services and supports per their needs. Children will receive early intervention when necessary.	(leave blank and use in subsequent years to report progress/challenges)			
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> <li>Create and implement a program to ensure timely screening and assessment.</li> <li>Implement Collaborative Planning meetings to track screening, referrals and assessments for all children as necessary.</li> </ul>					
-Data, Tools, or Methods for Tracking Progress Above: <ul style="list-style-type: none"> <li>PIR, Child Plus reports, Collaborative Planning minutes, Referral for Observation (RFO) notes and tracking, Individualized Education Plans (IEPs), lesson plans, Health Action Plans.</li> </ul>					

<b>Program Goal 3: All Denver Great Kids Head Start families are Head Start leaders and advocates for their children, building connections in the community to improve their own skills, and are engaged as their children’s first teacher to ensure children are ready to succeed in school.</b>					
<b>Goal 3 – Objective 1</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Implement and monitor the seven family outcomes within the Family and Community Engagement Framework.	Families will increase their self-sufficiency and feel confident in their role as their child’s first teacher.	(leave blank and use in subsequent years to report progress/challenges)			
-Activities or Action Steps to Meet Objective Above: <ul style="list-style-type: none"> <li>Create a tracking tool to monitor resources and activities for families for each of</li> </ul>					



<p>the seven outcomes.</p> <ul style="list-style-type: none"> <li>• Encourage all families to create a Family Partnership Agreement (FPA).</li> <li>• Provide information and resources for staff and families, identifying the seven family outcomes and our roles in family and community engagement.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• FPAs, Child Plus reports, PIR, training documents.</li> </ul>					
<b>Progress, Outcomes, and Challenges</b>					
<b>Year 1</b>					
<b>Year 2</b>					
<b>Year 3</b>					
<b>Year 4</b>					
<b>Year 5</b>					
<b>Goal 3 – Objective 2</b>					
Provide training resources and opportunities for families to increase their knowledge and skills to increase their child's school readiness.	Families will feel confident in their role in increasing their child's school readiness. Children will successfully transition to kindergarten.	(leave blank and use in subsequent years to report progress/challenges)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide Family Meetings and training opportunities at all sites monthly.</li> <li>• Invite family members to participate in the School Readiness committee.</li> <li>• Discuss School Readiness at Parent Conferences.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Parent Meeting minutes, training certificates and agendas, FPAs, Child Plus reports, family surveys, transition meeting notes.</li> </ul>					
<b>Progress, Outcomes, and Challenges</b>					
<b>Year 1</b>					
<b>Year 2</b>					
<b>Year 3</b>					
<b>Year 4</b>					
<b>Year 5</b>					
<b>Goal 3 – Objective 3</b>					
Consistently engage families in Head Start.	Parents will become involved in classrooms, trainings, meetings, interviews, committees and program governance.	(leave blank and use in subsequent years to report progress/challenges)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide opportunities for parents to participate in Catholic Charities Policy Committee, and DGKHS Policy Council.</li> <li>• Provide opportunities for families to engage in Head Start, both in the center and at home.</li> <li>• Work with Family Partnership Agreements to engage families in Head Start.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Sign-in sheets, in-kind hours, Policy Committee minutes, evaluations, Child Plus</li> </ul>					

reports, FPAs.

**Program Goal 4: All Denver Great Kids Head Start children with disabilities will experience high quality and inclusive learning environments, and parents will work to improve their skills as advocates to ensure children are ready to succeed in school.**

<b>Progress, Outcomes, and Challenges</b>					
<b>Goal 4 – Objective 1</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Provide inclusive, developmentally appropriate environments for children with IEPs.	Children with IEPs will show growth in the TSG Developmental domains and will be actively engaged in classroom activities.	(leave blank and use in subsequent years to report progress/challenges)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Implement periodic ECERS and CLASS observations to ensure high quality for all children enrolled in the program.</li> <li>• Implement Collaboration Planning meetings to ensure multi-disciplinary teams to meet children’s needs in the classroom.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• ECERS, CLASS, TSG, Collaboration Meeting notes.</li> </ul>					
<b>Progress, Outcomes, and Challenges</b>					
<b>Goal 4 – Objective 2</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Ensure that children receive timely evaluation and effective IEPs, as appropriate.	Children will receive timely evaluation and effective IEPs, as appropriate.	(leave blank and use in subsequent years to report progress/challenges)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Monitor and track all screening results and referrals to ensure timely responses and evaluations for all children as needed.</li> <li>• Implement training for all teaching staff, home visitors and family service workers to ensure knowledge and understanding of the RFO process.</li> <li>• Continue collaboration with Sewall Child Development Center and Child Find to ensure accurate and timely evaluations and effective IEPs.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• PIR, Collaboration Meeting notes, RFO tracking sheets, IEPs, Child Plus.</li> </ul>					
<b>Progress, Outcomes, and Challenges</b>					
<b>Goal 4 – Objective 3</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>

Provide ongoing support for staff and families to ensure high-quality services and increased school readiness for children with IEPs.	Teachers will feel confident in preparing high-quality classroom activities and maintaining engaging environments. Children will show growth in the TSG Developmental domains and will have effective transitions to kindergarten.	(leave blank and use in subsequent years to report progress/challenges)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide individualized, small group meetings with family members and teaching staff to review IEPs, goals and objectives, and track progress.</li> <li>• Ensure implementation of individualized activities on lesson plans, reflective of children's identified goals.</li> <li>• Complete family conference to collaborate with parents to ensure continuity of strategies and activities to meet the goals of children with IEPs.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Training and TA plans; training agendas, evaluations and certificates; TSG; family surveys; FPAs; Child Plus reports; Transition Plan notes; family conference forms.</li> </ul>					

<b>Program Goal 5: Denver Great Kids Head Start operations and financial administration are efficient, effective, and promote parent, family and community engagement across all levels of Head Start programming.</b>					
<b>Goal 5 – Objective 1</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Continue to enhance the implementation of Child Plus to ensure efficiency and increase program quality.	Continual improvement of program quality for children, families and staff.	(leave blank and use in subsequent years to report progress/challenges)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide ongoing training and technical assistance for staff regarding Child Plus to increase knowledge and understanding of the system and higher efficiency for the program.</li> <li>• Continue to define systems and responsibilities for data input to ensure accurate reports and program information.</li> <li>• Increase program supports to utilize the Child Plus capabilities and capitalize on the program's ability to increase efficiency and accuracy.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• PIR, family surveys, monitoring events, staff surveys, Child Plus reports.</li> </ul>					
<b>Goal 5 – Objective 2</b>	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>

				<b>4</b>	
Ensure that financial management and operational systems are efficient and effective.	Financial management will be transparent, and financial and operational systems are streamlined.	(leave blank and use in subsequent years to report progress/challenges)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Provide ongoing training for staff and governing bodies to ensure knowledge and understanding of the fiscal management system.</li> <li>• Work in collaboration with the fiscal department to maintain communication and accuracy in all fiscal reports.</li> <li>• Work collaboratively with the fiscal department, governing bodies and senior management to develop and implement an accurate and efficient budget for Head Start programming.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Annual reports, PIR, monitoring events, audit results, training agendas and evaluation.</li> </ul>					
	<b>Progress, Outcomes, and Challenges</b>				
	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Goal 5 – Objective 3</b>					
Maintain a meeting structure that will ensure communication with all levels of program staff.	Services purchased and negotiated are aligned with School Readiness data and needs as demonstrated in the Community Assessment (CA). Communication is consistent and staff will feel knowledgeable and supported in their roles and responsibilities.	(leave blank and use in subsequent years to report progress/challenges)			
<p>-Activities or Action Steps to Meet Objective Above:</p> <ul style="list-style-type: none"> <li>• Schedule and implement multi-level meeting structure to ensure ongoing communication.</li> <li>• Provide training and technical assistance for staff on roles and responsibilities including ongoing supervision.</li> </ul>					
<p>-Data, Tools, or Methods for Tracking Progress Above:</p> <ul style="list-style-type: none"> <li>• Meeting minutes, staff surveys.</li> </ul>					

**2. Explain how your program’s School Readiness Goals align with the “Head Start Early**

## **Learning Outcomes Framework: Ages Birth to Five”.**

Catholic Charities (CC) approaches school readiness goals as a continuum of learning for children ages birth to five. CC uses the Creative Curriculum, an evidence-based curriculum that serves as the foundation for CC’s program. CC uses the Teaching Strategies Gold online child outcomes assessment system three times a year to collect information about children’s development in combination with information gathered from parents and families at Family Conferences two times a year, and at Home Visits two times a year. Classroom teachers use daily observations and classroom data reports three times a year from Teaching Strategies Gold to gather data on the classroom and individual children. This information, along with the information gathered from families, is used in individualized lesson planning for each child in all classrooms. Teaching Strategies Gold is aligned with the Results Matter Initiative at the Colorado Department of Education. At the administrative level, reports are analyzed to help guide in training topics, supervision and monitoring, classroom materials, and for other decision-making purposes.

DGKHS and CC purchased iPads for all Head Start classrooms to better support children in their development. All classrooms are now up and running with the use of iPads. In addition, the Classroom Assessment Scoring System (CLASS) is used as an assessment tool to evaluate the interactions between students and teachers. The CC ECE programs worked with the Colorado Department of Education, Results Matter and Teaching

Strategies to ensure the successful transition to and implementation of these tools. These systems allow the program to gather more meaningful data and to utilize this information for program planning. Teachers are now able to run reports such as the Class Profile report with no time delay to better individualize for children and their classrooms. Supervisors can see what is happening for every child and classroom and provide feedback in a timely fashion. Program planning is more meaningful, and reports help to guide program goals. CC has collaborated, and will continue to do so, with the other Delegate Agencies within DGKHS. CC will continue to work with staff to ensure data is being collected and utilized.

Not only are classroom teachers collecting assessment information three times a year, but they are also screening children using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional Screening Tool. As stated earlier, teachers use the nationally recognized Creative Curriculum to help guide their daily planning. This curriculum is CC's "blueprint" to plan and implement a developmentally appropriate classroom. Parents are invited to participate in the lesson planning.

Education Specialists monitor and provide feedback on the weekly lesson plans, which are posted. CC works with families of many diverse cultures. It is important to respect the differences and to realize the importance of a child's culture and the impact it has on a young person's life. A quote from the Creative Curriculum speaks volumes: "In a Creative Curriculum classroom, whatever is real to these children and their culture is what you

will find. For this reason, no Creative Curriculum classroom is exactly like any other. And no one program looks the same from year to year.” CC needs to always be thinking of who is in its class, what is important to the children and families, and meet them where they are. With these resources, along with daily observations and parent feedback, teachers can develop and implement individual lesson plans for their children and their classrooms. The School Readiness Goals are also posted in the classrooms. CC uses these resources to ensure that there is an ongoing plan in place for school readiness.

CC’s ECE program’s goals, curricula, screenings and assessment tools align with the Head Start Early Learning Outcomes Framework, the state Standards of Instruction for Pre-Kindergarten and with the requirements and expectations of the schools.

### **3. Discuss involvement of governing body, policy council and parents in developing**

#### **Program Goals.**

Catholic Charities (CC) values its parents, families and the community as integral components of a high-quality program. CC is implementing the Parent, Family and Community Engagement Framework within its program and is continuing to refine and enhance goals and data collection in compliance with the Performance Standards. In 2012, a series of meetings entitled “Education/Family Partnership Coordinator Clusters,” were held by the Training and Technical Assistance (T and TA) group to assist programs in creating school readiness goals. Goals for families were included at that

time. Later, CC was advised to remove the family portion of the goals and just focus on school readiness goals for the children. In 2012, the school readiness committee completed the School Readiness Implementation Indicators and Action Plan tool to identify the areas in which CC needed to focus the most efforts for improvement. CC also completed the PFCE Self-Assessment tool with managers, teachers, Family Service Workers and parents. Using this process along with the annual Self-Assessment, Community Needs Assessment, Parent Surveys, parent goal setting and parent feedback, CC was able to identify target areas for family goals. CC continues to evaluate the information gathered and identify goals and strategies to improve its program and continue to engage parents, families and the community. From this information, CC has identified its Parent Family and Community Engagement Goals: (1) Families will be actively engaged and involved in all aspects of CC's Head Start programs; (2) Parents will feel confident in their role as the first teachers of their children; (3) Families will know the importance of their role in providing a safe, healthy lifestyle for their child and its importance in their child's school readiness; (4) CC's ECE programs will be an integral part of the community, and community members will be actively involved and knowledgeable about CC's programs.

### **Sub-Section B: Service Delivery**

#### **1. Service and Recruitment Area**



Catholic Charities (CC) has targeted the following neighborhoods and specific geographic recruitment areas and their needs:

***Sun Valley Neighborhood: Child Development Center (CDC)***

CC has been providing child care services in the Sun Valley neighborhood since 1995 and has been providing Head Start services since 1997. CC chose this neighborhood for Head Start services because of the large body of statistics documenting the need for services for this high-risk population. Over 19% of the population is under five years old, and 77% of families live in poverty. Sun Valley is the poorest neighborhood in Denver. The neighborhood has a higher crime rate compared to Denver and the rest of the neighborhoods that CC serves. Children living in high-crime neighborhoods that are exposed to violence have the potential to suffer lasting physical, mental and emotional harm.

CDC serves pregnant women, 16 infants, 24 toddlers, and 32 preschoolers, including Early Head Start, Head Start, Child Care, Colorado Preschool Program (CPP) and Denver Preschool Program (DPP). CDC is located on the ground level of a transitional housing program (Decatur Place Apartments) operated by Mercy Housing. Approximately 40% of the families that attend CDC live in Decatur Place. CDC is conveniently located along major bus and light rail routes. CC often provides daily and monthly bus passes for families so they can access RTD services to support their children. The Sun Valley Projects, owned by Denver Housing Authority (DHA), are also within

walking distance to CDC, and the local elementary school (Fairview), is located directly across the street.

***Auraria-Lincoln Park Neighborhood: Mariposa***

CC began providing services in the Auraria-Lincoln Park neighborhood in 1997 when the City of Denver became a grantee for Head Start. Catholic Charities has worked in partnership with DHA since 2009 as part of a neighborhood revitalization project focused on healthy family living. The project redesigned the area, creating senior, single and multiple family dwellings in a mixed-income model. Through community assessments, it was determined that child care was a critical need. CC now operates an ECE program here (called Catholic Charities ECE Programs at Mariposa) located on the corner of the ground floor of a mixed-income residential building. The ongoing neighborhood redevelopment project includes a variety of businesses, updates to a large city park, and a residence for the elderly and persons with disabilities. Mariposa has the capacity to serve 64 children in full-day, full-year slots. There are two infant classrooms and two toddler classrooms for a total of 32 potential Early Head Start spaces. Most families live either in the apartment complex or within walking distance of Mariposa. The site is convenient to bus routes and the light rail stops. The closest stop is one stop away from the Auraria Campus, making it very easy for parents who are attending classes. Due to the redevelopment, there is an increase in the number of families living in the area with a need for full-day, full-year Early Head Start services. DHA has demonstrated a

continued commitment to support the provision of Head Start services in the neighborhood.

CDC and Mariposa both also serve the West Colfax neighborhood. The West Colfax neighborhood has an average income of \$45,120, with 32% of families living in poverty and 51% of children living within single-parent families. Fifty-three percent of adults living in this neighborhood have a high school diploma or less. There are an estimated 969 children living in this neighborhood with only 357 licensed child care slots.

***Westwood Neighborhood: Early Head Start Home Based Option, Garfield Head Start, Kentucky Head Start and Head Start Home Based Option***

In 1998, CC took over the operation of Kentucky Head Start and Garfield Head Start at the request of DGKHS. Currently, the need is still great, and CC proposes to continue providing Head Start services in the Westwood neighborhood. DHA renovated both sites in summer 2012, further strengthening its partnership with CC and showing their commitment to CC's presence in the neighborhood.

***Five Points Neighborhood: Margery Reed Mayo Day Nursery***

Today, Margery Reed Mayo Day Nursery serves eight infants, 16 toddlers, 32 extended-day preschoolers, 16 full-day preschoolers and includes Head Start, Early Head Start, Child Care, CPP, DPP, and services for pregnant women.

The Five Points and surrounding neighborhoods produce alarming statistics indicating the continued need for child care and especially Head Start services. There are 14,321 residents in the Five Points neighborhood, and 848 licensed child care slots. With more than 1,000 households moving to Denver each month, the neighborhood has seen the effects of gentrification with rising housing prices and decreasing availability.

Samaritan House, CC's homeless shelter serving men, women and families, is located a half-mile from Margery Reed Mayo, and CC has seen an increase in the number of homeless families served at that center. Margery Reed Mayo is conveniently located near bus routes and light rail. Many parents work or go to school in the downtown area and find Margery Reed Mayo a quick, easy commute.

Margery Reed Mayo is located adjacent to the Swansea/Elyria and Globeville neighborhoods which are located in the 80216 zip code, one of the high-poverty zip codes prioritized in the EHS Expansion Grant. In the Globeville neighborhood, the average income is \$40,428, with 53% of children living in single-parent households and 57% of children living in poverty. Over 76% of the adults in this neighborhood have a high school education or less. There are an estimated 290 children under the age of five with only 137 licensed child care slots. In the Swansea/Elyria neighborhood, the average income is \$43,028 with 33% of families living in poverty and 41% of children living in single-parent households. Seventy-six percent of the adults in this neighborhood have a high school diploma or less. There

are an estimated 782 children in this neighborhood and only 165 licensed child care slots.

The following table provides a demographic profile of the neighborhoods CC’s ECE programs serve:

<b>RISK FACTORS</b>	<b>SUN VALLEY</b>	<b>FIVE POINTS</b>	<b>AURARIA-LINCOLN PARK</b>	<b>WESTWOOD</b>
% children in poverty	88.46	49.18	41.62	44.97
% overcrowded housing units	6.99	3.29	3.52	16.90
% children living with a single parent	86.79	46.92	57.86	38.93
% births to women with less than 12 <sup>th</sup> gr. education	31.37	10.97	14.47	30.26
percent children with access to healthy food at 1 mile	N/A	7.10	3.95	6.58

## 2. Needs of Children and Families

Catholic Charities (CC) believes in working in the neighborhoods with the greatest need. The agency’s current centers are in Sun Valley, Auraria-Lincoln Park, Westwood, Whittier and Five Points.

<b>CENTER</b>	<b>NEIGHBORHOODS SERVED</b>
Child Development Center	Sun Valley, Jefferson Park, West Colfax, Barnum
Annunciation	Whittier, Cole, City Park, Five Points, Swansea/Elyria, Globeville

Margery Reed Mayo	Five Points, Whittier, Cole, Civic Center, Swansea/Elyria, Globeville
Mariposa	Auraria-Lincoln Park Sun Valley, Speer, Valverde
Garfield and Kentucky	Westwood

The 2017 Community Needs Assessment shows that there are approximately 44,000 children

under the age of five living in Denver County. Per the U.S. Census Bureau, approximately 7,200

(16%) of Denver children under age five were living in poverty in 2016. The poverty rate for

Denver children under the age of five is higher than the state average of 14%. The City and

County of Denver 2017 DGKHS Community Assessment states that in Denver, there are three

Early Head Start grantees that serve children birth through age two and two Head Start grantees (Rocky Mountain Service Employment and Redevelopment (RMSER) and DGKHS) that serve

children ages three through five. During the 2016-2017 school year, 1,844 children were served

across all Early Head Start and Head Start programs in Denver with enrollment totals of 384

children for Early Head Start, 1,153 children for DGKHS, and 307 children for RMSER.

Approximately 26% of eligible children in Denver were served in 2016 by all five grantees,

collectively.

The need for service is far greater than Head Start resources alone can meet. Other programs that help serve these and other eligible children include the Colorado Child Care Assistance Program,

the Colorado Preschool Program, the Denver Preschool Program, and Denver Public Schools

ECE programs.

The Colorado Department of Public Health and Environment reported 9,269 births to Denver

women in 2016, with 13% of those births by women with less than a high school diploma. In

2016, the Denver rate of births to women between the ages of 15 and 19 was 5%. Although this

rate is decreasing in Denver, there is significant variation by race/ethnicity. The highest rate by

race/ethnicity is among Hispanic women, with 10% of birth by women between the ages of 15

and 19 and 32% of births by women without a high school diploma. Low educational attainment

by parents is often associated with several risk factors that impact a child's well-being. Currently,

in CC's Head Start program, out of 212 families enrolled, 103 of the parents have less than a high

school diploma, with an additional 34 with a high school diploma or GED.

The DGKHS Community Assessment states that a child's health is a key

determinant to success in most other aspects of their lives. One of the

challenges currently facing Denver is the number of children who are

overweight or obese. Childhood obesity is less about how much a child

weighs and more about the long-term impact of obesity on a child's overall

health (in addition to its social impact on the broader community).

Childhood obesity is the result of consuming too many calories and not

getting enough physical activity. Overweight children are those whose body mass index (BMI) falls between the 85th - 94th percentile of normal weight for height. Obese children are those whose BMI is at or above the 95th percentile of normal weight for height. These children are at risk for developing serious, long-term health problems such as diabetes and heart disease. Denver Public Schools together with Denver Health collects BMI data for Denver Public School students between the ages of three and 18 and report that 31% of Denver children were measured as overweight or obese (15% obese/15% overweight). CC's PIR shows that 27% of the children enrolled were obese or overweight. In addition, 6% were considered underweight.

Availability and affordability of quality early care and education is a major social issue in Denver County. The U.S. Census Bureau estimates that 65% of Denver children age five and younger have all available parents in the labor force in 2016. This means that approximately 33,000 young children in Denver need care during the day while their parents work. Per the 2013 signature report from Qualistar Colorado, licensed care capacity in Colorado is sufficient to serve only 23% of the state's children through age 12. Choice for families is important, and quality care should be accessible for all families who need it. Denver provides child care support for families through the Colorado Child Care Assistance Program (CCCAP). The CCCAP provides child care support to eligible parents with newborns to children through age 12 and youth with special needs up to age 18. Denver CCAP is



administered by the Denver Department of Human Services and is funded by a mix of federal, state and county dollars. The income eligibility for Denver's CCAP program is currently 225% of the federal poverty level. Per the child care affordability investigation conducted by Qualistar, the Denver CCAP serves only about one in six families who are income-eligible; this is due in part to lack of funding for the program. There is a gap of approximately 4,330 children who qualify for assistance but do not have access to the program. Recent changes to the program by the Colorado state legislature have increased reimbursement rates for providers, extended eligibility timelines for families and made changes to the enrollment process to assist families and providers in navigating the program.

To determine enrollment priority, CC established a needs-based selection criterion from risk factors prevalent in the Community Needs Assessment. CC's Head Start selection criterion gives priority to families who are categorically eligible for Head Start, either through income verification or homelessness or foster care. In addition, CC considers risk factors including single-parent households; teen parents; children with identified special needs or health issues; families with working parents or parents in job training; the number of children in the family; and family risks such as incarceration, mental health concerns, child protection involvement, English as a Second Language, and a history of substance abuse or domestic violence. CC also provides priority to its Early Head Start children who

transition to Head Start within the program to provide continuity of care for the child and family from prenatal to the age of five when they enter kindergarten. The selection criteria are reviewed, updated as necessary and approved annually by CC's Policy Council/Committee.

CC consistently provides services to a minimum of 10% of children with identified special needs. Currently, CC's Head Start program has 31 preschoolers with identified special needs with a total enrollment of 224. This is 14% of program children. The Disabilities Coordinator works within the community and CC's program to identify children with existing and possible needs. Screening and assessment are provided for all children enrolled, and CC works closely with Denver Public Schools and with Part C providers to ensure appropriate services and transitions for children. CC has placed a high level of focus on providing services to homeless children and their families through targeted outreach in the Denver homeless community. The agency conducts regular meetings with its own homeless shelters and other homeless programs in Denver. Through these efforts, ninety children, or 27% of the Head Start children served, were identified as homeless during the 2016-17 program year.

### **3. Proposed Program Options and Funded Enrollment Slots**

Catholic Charities (CC) programs provide comprehensive, quality care for children and their families in Level Four rated programs in the Denver

service area. CC has successfully braided funding from local, state and federal sources as well as organizational funding to provide affordable access for its families.

CC will serve families in an extended-day option in a year-round setting at Margery Reed Mayo Day Nursery, Child Development Center and Mariposa. This will provide 68 slots for families who require child care from 7 a.m. to 6 p.m. This model is critical for families who are working and require longer service hours five days a week with a year-round schedule and limited closure days. CC will serve 32 families and children in a full-day option, providing 6.5 hours Monday through Friday in a full-year program at Margery Reed Mayo Day Nursery and Child Development Center. CC will provide services for 20 children and families in a full-day 6.5 hours program Monday-Friday schedule and a 10-month calendar year. An additional 15 full-day slots will provide services for CC families at Annunciation with a seven-hour day, five-day-a-week schedule and a 10-month calendar year. That will provide 135 slots during the first two years that exceed the required dosage amounts accounting for 59% of CC's program slots. CC will continue to offer its part-day option at Kentucky, serving 40 children in a 3½ hour day, four-days-a-week program operating ten months of the year.

The CC ECE Programs will continue to offer families the Head Start Home Based option as one of the service delivery models. An abundance of research supports the positive outcomes of home visitation, and data

supports maintaining CC's current number of Home Based enrollment slots. By supporting growth in parenting practices and positive parent-child interactions, there are measurable, long-term benefits for children's development, including their ability to enter school ready to learn. A summary of home visitation in Maryland completed by Nativ, Harburger, and Sulzbach (2012) cites multiple benefits of home visiting including improved parenting skills, increased parental confidence, creation of a strong foundation for children's later success in school, strengthened attachment, promotion of health and safety, reduction in the potential for child maltreatment, and improved health development of children. Similarly, Brenda Jones Harden and her research team (2012) found that the Home Based program option had positive effects on child engagement with parents, the likelihood of special needs being identified, standardized cognitive test scores, cognitive and language development, as well as parental support of these areas of development, compliance with immunization and well-child visit schedules, regular contact with a medical home, positive approaches to learning, and a decrease in social behavior problems.

Additionally, families who have participated in CC's Head Start Home Based option have shared anecdotal reasons for preferring a home visitation model. One parent stated that, based on her child's disabilities and worry about being away from her daughter, the Home Based option was preferred. A different family cited wanting to have more opportunities for first-hand

experiences that allowed them to support their child’s growth and development. A 2006 study by Raikes, et al. further indicates reasons for continuing to offer the Home Based option to the families with whom CC works. The authors found that families of children with disabilities participated longer and were more fully engaged than other families. In addition, non-English speaking, Hispanic families were more engaged. CC serves a high percentage of families whose children have been diagnosed with disabilities as well as children who come from Hispanic, Spanish-speaking homes. By continuing to offer an option that has been found to support engagement for the families described above, CC is individualizing its program options based upon the clients with whom it works.

CC’s Head Start Home Based option will be enhanced by the implementation of the Parents as Teachers (PAT) curriculum. All home visitors are receiving training in PAT and will begin using the curriculum this program year. By adding PAT’s focus on parents to Creative Curriculum’s focus on children and the ability to analyze data through Teaching Strategies GOLD, children and families will be more fully supported than would be the case if either curriculum were used in isolation.

<b>CENTER LOCATION</b>	<b># Extend ed Day Slots</b>	<b># Full-Day Slots</b>	<b># Part-Day slots</b>	<b># Home Based Slots</b>	<b>Days/ Months</b>
Child Development Center 1155 Decatur St. Denver, 80204	28	16			5 days/week 12 months/yr

Margery Reed Mayo 1128 28 <sup>th</sup> St. Denver, 80205	19	16			5 days/week 12 months/yr
Annunciation Head Start 3536 Lafayette St. Denver, CO 80205		15			5 days /week 10 months/yr
Mariposa 1240 W. 10 <sup>th</sup> Ave. Denver, CO 80204	21				5 days/week 12 months/yr
Garfield Head Start 872 S. Knox Ct. Denver, 80219		20			5 days/wk 10 months/yr
Kentucky Head Start 852 S. Knox Ct. Denver, 80219			20 am 20 pm		4 days/wk 9 months/yr
Home Based Option 852 S. Knox Ct. Denver, 80219				20	Home Visits 4 per month Socialization 2 per month

CC's Head Start Programs work to ensure the health and safety of their children and staff at each center by conducting daily health and safety checks of both the classrooms and the outdoor play areas to ensure the environments are safe and comply with all licensing and performance standards requirements. CC's Head Start classrooms offer high-quality early childhood education experiences by meeting or exceeding the expected preschool ratios of 1 teacher to 10 children. The program's staffing pattern in the Head Start classrooms is a Lead Teacher and two Teacher Assistants for 16 to 20 children. Health and safety screenings are conducted on a regular basis. Any health and safety issues that arise are corrected on site or documented, and a work order is generated from the center Site Supervisors and followed up at ECE, administrative or supervision meetings to ensure that health and safety remains at the

forefront. Staff members are trained on health and safety in the workplace and the protocol for any accidents or injuries that might occur through an orientation both at the site and agency level (through the human resources department). All incidents and accidents are recorded and evaluated for environmental or systems issues that need to be addressed. The more serious incidents and accidents are reported to CC's risk management team for an in-depth evaluation, and recommendations made regarding future policies and procedures.

CC maintains a Work Plan, which is updated each year to ensure that the program is complying with all performance standards and goals and objectives. In addition, CC ensures compliance with licensing and performance standards through monthly reports, staffing reports, appraisals, surveys, file reviews, health and safety checks, and budget reports. CC prepares for, and participates in, ongoing program monitoring through the Office of Head Start.

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

Catholic Charities operates six ECE sites (please see table above). No additions, deletions or changes to service locations are proposed.

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

Catholic Charities (CC) ECE programs are dedicated to ensuring that Head Start services are provided to those in greatest need, and CC uses many

different recruitment strategies to ensure full enrollment including hosting recruitment events, attending community events and meetings, posting flyers in places frequented by the families it serves, encouraging word-of-mouth referrals by parents, building partnerships with agencies that serve the same target populations, and canvassing the neighborhoods around CC centers and leaving flyers at residential and commercial locations. Based on identified risk factors (through direct contact as well as community needs assessments) in the families that CC serves, CC has added questions to the universal selection criteria with the intent to identify the neediest families to enroll and place on waiting lists. CC has identified criteria regarding children with significant health issues, ESL families, history of mental health issues, substance abuse or domestic violence, working parents or those looking for employment, incarcerated parents, ICE involvement and families with adults identified as disabled as priorities. CC also prioritizes siblings of enrolled children and families transitioning from CC's Early Head Start programs. Family Service staff ask each family all the questions on CC's selection criteria questionnaire when they call for a spot, and points are awarded according to answers given. When an opening is available at the location in the option a family desires, the family with the most points will be offered the slot. Each year, the Policy Council reviews and approves the selection criteria for the program to ensure that CC is targeting those with the greatest needs.



CC ECE programs have worked to develop a reputation for delivering high-quality services to children and families, including those with disabilities, to ensure that the program maintains a minimum of 10% of its enrollment for children with identified special needs. This is ensured through relationships with foster care, Rocky Mountain Human Services (Local Part C Provider), Sewall and the local LEA. CC works to actively recruit children with disabilities. Additionally, when CC's enrollment of children with identified disabilities is under 10% of total enrollment, CC gives priority for enrollment to children in that group. CC has an excellent screening and assessment process and works continuously throughout the program year to identify and refer children with identified needs. Currently, half of the children that CC serves with an IEP were identified through this process. CC uses several strategies to support maximum child attendance. Attendance is tracked daily in each classroom, at each site, by staff. Parents are expected to notify the classroom teacher in the event of any absence, and parents who have not provided a reason for their child's absence are contacted by phone. On a monthly basis, each classroom at every site provides a report to the ECE Director of Family and Health Services that details number of classroom days' attendance and the number and reasons for all absences. Any unusual reasons or excessive absences are addressed with the family, and support is given or referrals are made as needed. Parents are reminded of the importance of consistent attendance in obtaining the best outcomes for their child.

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

Catholic Charities (CC) ECE programs goals, curricula, screenings and assessment tools align with the Head Start Early Learning Outcomes Framework, Colorado State Standards of Instruction for Pre-Kindergarten and with the requirements and expectations of the schools. CC uses the Creative Curriculum, which is an evidence-based curriculum that serves as the foundation for CC's program. This curriculum is CC's "blueprint" to plan and implement a developmentally appropriate classroom. Parents are invited, should they want to participate in the lesson planning. Education Specialists monitor and provide feedback on the weekly lesson plans, which are posted. CC works with families of all different cultures. It is important to respect the differences and to realize the importance of a child's culture and the impact it has on a young person's life. A quote from the Creative Curriculum speaks volumes: "In a Creative Curriculum classroom, whatever is real to these children and their culture is what you will find. For this reason, no Creative Curriculum classroom is exactly like any other. And no one program looks the same from year to year." CC needs to always be thinking of who is in its class, what is important to the children and families and meet them where they are. With these resources, along with daily observations and parent feedback, teachers can develop and implement individual lesson plans for their children and their classrooms. █

CC uses the Teaching Strategies Gold online child outcomes assessment system three times a year to collect information about children's

development in combination with information gathered from parents and families at family conferences two times a year and at home visits two times a year. Classroom teachers use daily observations and classroom data reports three times a year from Teaching Strategies Gold to gather data on the classroom and on individual children. This information, along with information gathered from families, is then used in individualized lesson planning for each child in all classrooms. Teaching Strategies Gold is aligned with the Results Matter Initiative at the Colorado Department of Education. At the administrative level, reports are analyzed to help guide training topics, supervision and monitoring, classroom materials, as well as for other decision-making purposes.

DGKHS and CC purchased iPads for all Head Start classrooms to enable even better technology to better support children in their development. All classrooms are now up and running with the use of iPads. In addition, the Classroom Assessment Scoring System (CLASS) is used as an assessment tool to evaluate the interactions between students and teachers. The CC ECE programs worked with the Colorado Department of Education, Results Matter and Teaching Strategies to ensure the successful transition and implementation to these tools. These systems allow the program to gather more meaningful data and to utilize this information for program planning. Teachers are now able to run reports such as the Class Profile report with no time delay to better individualize for children and their classrooms. Supervisors can see what is happening for every child and classroom and

provide feedback in a timely fashion. Program planning is more meaningful, and reports help to guide program goals. CC has collaborated, and will continue to do so, with the other Delegate Agencies within DGKHS. CC will continue to work with staff to ensure data is being collected and utilized. Not only are classroom teachers collecting assessment information three times a year, but they are also screening children using the Ages and Stages Questionnaire and the Ages and Stages Questionnaire Social Emotional Screening Tool. As stated earlier, teachers use the nationally recognized curriculum Creative Curriculum to help guide them in their daily planning. Education Specialists monitor and provide feedback on the weekly lesson plans, which are posted. With these resources, along with daily observations and parent feedback, teachers can develop and implement individual lesson plans for their children and their classrooms. The School Readiness Goals are also posted in the classrooms. CC uses these resources to ensure that there is an ongoing plan in place for school readiness.

The CC ECE Programs will continue to offer families the Head Start Home Based option as one of the service delivery models. An abundance of research supports the positive outcomes of home visitation, and data supports maintaining CC's current number of Home Based enrollment slots. By supporting growth in parenting practices and positive parent-child interactions, there are measurable, long-term benefits for children's development, including their ability to enter school ready to learn. A summary of home visitation in Maryland completed by Nadiv, Harburger,

and Sulzbach (2012) cites multiple benefits of home visiting including improved parenting skills, increased parental confidence, creation of a strong foundation for children's later success in school, strengthened attachment, promotion of health and safety, reduction in the potential for child maltreatment, and improved health development of children.

Similarly, Brenda Jones Harden and her research team (2012) found that the Home Based program option had positive effects on child engagement with parents, the likelihood of special needs being identified, standardized cognitive test scores, cognitive and language development, as well as parental support of these areas of development, compliance with immunization and well-child visit schedules, regular contact with a medical home, positive approaches to learning, and a decrease in social behavior problems.

Additionally, families who have participated in CC's Head Start Home Based option have shared anecdotal reasons for preferring a home visitation model. One parent named that, based on her child's disabilities and worry about being away from her daughter, the Home Based option was preferred. A different family cited wanting to have more opportunities for first-hand experiences that allowed them to support their child's growth and development. A 2006 study by Raikes, et al. further indicates reasons for continuing to offer the Home Based option to the families with whom CC works. The authors found that families of children with disabilities participated longer and were more fully engaged than other families. In

addition, non-English speaking, Hispanic families were more engaged. CC serves a high percentage of families whose children have been diagnosed with disabilities as well as children who come from Hispanic, Spanish-speaking homes. By continuing to offer an option that has been found to support engagement for the families described above, CC is individualizing its program options based upon the clients with whom it works.

CC's Head Start Home Based option will be enhanced by the implementation of the Parents as Teachers (PAT) curriculum. All home visitors are receiving training in PAT and will begin using the curriculum this program year. By adding PAT's focus on parents to Creative Curriculum's focus on children and the ability to analyze data through Teaching Strategies GOLD, children and families will be more fully supported than would be the case if either curriculum were used in isolation.

CC has made a commitment financially to ensure that each site has one Education Specialist who is in a non-supervisory role dedicated to working in a coaching model. CC purchased "Coaching to Fidelity, The Creative Curriculum for Infants, Toddlers and Twos and GOLD", "Coaching To Fidelity, The Creative Curriculum for Preschool and Teaching Strategies GOLD," the "Fidelity Tool for Administrators," and the "Fidelity Tool Teacher Checklist" all for the Creative Curriculum and Teaching Strategies GOLD, one set for each site and Education Specialist. The professional

development form has been updated to reflect coaching, and CLASS and several other items have been added to the form.

This data will be used by the coaches to help support teaching staff as they work toward their professional goals and their children's School Readiness Goals. In doing so, CC will see a decrease in staff turnover and an increase in the overall positivity of the workplace climate, and the data should show an increase in child school readiness goals.

The sites use the researched-based Creative Curriculum, and CC is committed to the implementation of this curriculum with fidelity. CC recently purchased fidelity checklists, and monitoring will be implemented utilizing the checklist. Coaching staff will be training CC's staff in its use to ensure quality implementation.

CC has dedicated Education Specialists to maintain staff professional development and quality improvement. CC's ECE staff works closely with the human resources department to ensure that well-qualified staff is recruited, hired and trained, and that their professional growth is supported and encouraged. All staff meet with their supervisors on a regular basis and on a yearly basis for annual performance reviews when staff set individual professional goals. CC provides support the individual professional development of staff by providing tuition payments for applicable college and CDA coursework if funds are available. Staff are also sent to conferences and seminars as determined by programmatic needs and individual interests. The Education Director maintains an annual training

plan and calendar to ensure that all staff participate in appropriate training and professional development as determined by their position.

CC ECE programs serve a wide range of children and families from different cultural and linguistic backgrounds. CC works to recruit and hire a culturally diverse staff that is reflective of the children and families it serves. Classroom environments reflect diversity, and teachers create environments reflective of the children, families and neighborhoods they serve. Books and materials are available in multiple languages, and CC strives to maintain bilingual staff in classrooms where there are children with ESL needs. CC provides information to families in both English and Spanish and utilizes online translation services when appropriate staff/resources are not available to share information and resources for families.

Parents are invited and encouraged to take an active role in their children's education. A Parent Committee has been formed at each ECE site. The committee is open to all parents and meets monthly. In addition, CC provides many group and individual opportunities for parents to interact with staff on a regular basis. Aside from regularly scheduled parent meetings, a variety of celebrations and group activities are regularly planned. Parents are invited to work on committees, join staff in curriculum planning, participate during in-house field trips and attend workshops and conferences with staff. Training and presentations are provided on a wide variety of topics related to health, oral hygiene, mental health, nutrition,



child development, parenting, child and adult literacy, fiscal literacy, community resources, child abuse and neglect, substance abuse, employment training, children with disabilities and transitioning to kindergarten.

## **7. Health**

Catholic Charities (CC) provides comprehensive services to meet its children's health, mental health, nutritional, and oral health needs. The program employs a Director of Family and Health Services, a Disabilities Coordinator, a Health and Nutrition Coordinator, and a Health Assistant. Through a contract with Denver Health and Hospitals, CC maintains services from a full-time medical assistant, a registered nurse for four hours per week and a physician assistant for consulting. CC accesses Denver Health Mental Health services through a contract with DGKHS for mental health services. CC also contracts with the Marion Downs Center to provide vision and hearing screenings, and the Health Assistant and Medical Assistant are trained to administer hearing and vision screenings. Denver Health provides dental screenings and has contracted with other outside dental service providers on occasion as needed to ensure all children receive dental screenings within 90 days. CC's Health and Nutrition Coordinator ensures that the nutritional needs of all children are met.

CC partners with Denver Health in many capacities to provide dental services and screenings, Mental health consultation, and physical needs for our children and families. Catholic charities families utilize school based

health centers provide by Denver Health in Denver Public Schools for health care needs such as immunizations and well checks for families who do not have current health care insurance. CC partners with the Marion Downs Center for Hearing Speech and Language to provide hearing and vision screenings, and Denver Public Schools provides access to sound proof hearing booths when identified as a specific need for children and families. CC ECE programs ensure that all children are accurately referred for necessary follow-up evaluation and treatment. Within 45 days of enrollment, every child receives a health screening including vision, hearing, body mass index and dental. Within 90 days, every child receives a dental examination and preventive care. Results for both health and dental screenings are shared with parents along with any necessary referrals and recommendations. Parents receive assistance as needed/requested in making appointments and traveling to and from offices to ensure their children's medical and dental needs are addressed. Nutrition counseling is provided to families of children as determined by the nutrition assessment and body mass index measurements. The health assistant and health support staff record health data in the ChildPlus database system which is then used for generating reports and tracking child information. This system supports the health team in following up on all referrals, screening, and immunization in a timely manner.

Mental Health Consultants are assigned and present in each one of Catholic Charities ECE

program sites to assess the mental health functioning of students enrolled in our program.

Mental Health Consultants spend time engaging in each classroom and observe relational

interactions. Consultants also engage in group mental health activities such as Baby Doll Circle

Time. Mental Health Consultants build relationship with students, parents and teachers through

ongoing interactions to build trust over time. This relationship building helps to assess

students' social emotional development as it relates to their attachments, temperament, history

and skills acquisition.

At any time, students may be identified as in need of additional social emotional supports and

intervention. Challenges are discussed with parents through a strengths-based approach. It is

helpful to approach parents through the strong parent-teacher relationship that is built through

daily interactions and conversations.

Mental Health Consultants ask parents to give permission for ongoing consultation and

assessment through the use of a parent acknowledgement form and track interactions,

consultations and parent meetings utilizing ChildPlus Mental Health Notes.

Consultants maintain positive relationships with community providers and sometimes refer

families for outside services. Though these referrals have been made, relationships continue to

be important to track the family's engagement in these services, provide additional supports to

the family and the classroom as well as make additional referrals if needed. Consultants also can

have ongoing contact with referral providers through the use of releases of information.

## **8. Family and Community Engagement**

Catholic Charities (CC) Head Start staff engage in a process of collaborative partnership-

building with parents to establish mutual trust and to identify family goals, strengths and

necessary services and support. The transition procedure stresses the importance of this from the

very beginning and includes new elements to foster this relationship. CC employs two full-time

Family Service Workers at each of its large sites and one full-time Family Service Worker at

each of its stand-alone locations. Family Service caseloads range from 20 for a .5 FTE to 44 for a

full-time employee. The average for full-time staff is 40 children. These staff work directly with

families, providing family supports and resources on an individualized schedule based on the

Family Partnership Agreement, with a minimum of one recorded contact each month to ensure

that each family's needs are met and to offer support, resources and referrals.

CC provides many group and individual opportunities for parents to interact with staff on a

regular basis. Aside from regularly scheduled parent meetings, a variety of celebrations and

group activities are regularly planned. Parents are invited to work on committees, join staff in

curriculum planning, participate during in-house field trips and attend workshops and

conferences with staff. For example, some family members have attended Parents Encouraging

Parents (PEP) conferences and National Head Start conferences. Parents are also encouraged and

supported to become involved in community advocacy, not only through the CC Policy

Committee, the School Readiness Committee and participation on interview committees, but also

through participation in local community groups such as El Gruppo Vida. Training and

presentations are provided on a great variety of topics related to health, oral hygiene, mental

health, nutrition, child development, parenting, child and adult literacy, fiscal literacy,

community resources, child abuse and neglect, substance abuse, employment training, children

with disabilities and transitioning to kindergarten. Staff assists parents in locating resources in

the community for emergency and non-emergency needs, opportunities to continue education or

training and opportunities for employment services. CC Head Start stresses the importance of

following up with family goals and resources and referrals to ensure that families' needs are truly

being met. CC Head Start addresses barriers to family engagement by providing meals and child

care services at its events. In addition, a variety of transportation options such as bus and light

rail passes and taxi vouchers are provided to ensure that events are accessible to families.

CC's ECE programs serve a wide range of children and families from different cultural and

linguistic backgrounds. CC works to recruit and hire a culturally diverse staff that is reflective of

the children and families it serves. Classroom environments reflect diversity, and teachers create

environments reflective of the children, families and neighborhoods they serve. Books and

materials are available in multiple languages, and CC strives to maintain bilingual staff in

classrooms where there are children with ESL needs. CC provides information to families in

both English and Spanish and utilizes online translation services when appropriate

staff/resources are not available to share information and resources for families.

While Catholic Charities ECE programs do not implement a parenting curriculum, it does refer

parents to multiple programs and resources that do offer parenting curricula, thereby ensuring

that all Head Start families have access and opportunities to participate in a research-based

parenting curriculum.

At enrollment families take part in a family assessment that provides baseline information about

their individual strengths and needs. This assessment tool is aligned with the seven Family

Engagement Outcomes as part of the Parent, Family, and Community Engagement Framework.

Two follow up assessments are then performed later in the year. Each item assessed is rated by a

numeric scoring scale to demonstrate growth and improvement over time and to assist in

measuring effectiveness at both the individual and program level.

At enrollment and ongoing throughout their time enrolled in our program, each family can

discuss their strengths and needs as well as things they are interested in learning more about.

Every family is also offered the opportunity to enter into a Family Partnership Agreement to set a

goal of their choice to work toward together with the Family Service Worker. The Family

Partnership Agreements take into account information obtained from the family and their

previously existing relationships with other community agencies. Collaboration with these

agencies supports family goals and helps provide the highest level of service.

Family assessments provide a tool that can be used to measure progress over time and the results

are entered into the ChildPlus data system for record-keeping and reporting purposes. Family

Partnership Agreements are also uploaded to the ChildPlus system and staff update family

progress on an ongoing basis. Family Service staff individualize the number of contacts based on

the needs of the family with a minimum of one each month. Information about contacts,

referrals, and follow-up is entered and monitored in the data system. CC's ECE programs

maintain a variety of community partnerships, including several within CC, such as

The Gabriel House Project (which provides diapers, food and clothing to families with young

children), Marisol Homes (shelter and transitional housing for single women and their children),

Marisol Health, Emergency Assistance, Immigration Services, Kinship, Sacred Heart Clinical

Counseling Services, Samaritan House and Adult Services. These CC programs work together to

support families and children with various forms of social services with the primary goal of

addressing prevention of, or assistance out of, homelessness. In addition, services for single-

parent households (particularly mothers) are another priority, with services to support the health,

safety, and well-being of the family. Also, services that promote family unity and multi-

generational households are another area that is important to CC, especially when families are

experiencing unexpected or unintended separation due to economic, immigration and legal

circumstances.

CC's ECE programs also have partnerships with other community-based programs and

government agencies that mirror the types of internal CC relationships, including homelessness

service providers (Family Promise of Denver, Sacred Heart House of Denver, Joshua Station –



Mile High Ministries, The Gathering Place and Colorado Coalition for the Homeless). CC has a

strong partnership with Denver Housing Authority in providing Head Start programs within

housing areas in the Westwood, Sun Valley (Decatur Place-Mercy Housing), and La Alma

Auraria/South Lincoln Park (Mariposa) neighborhoods. Partners such as Emily Griffith

Technical College, Mi Casa Resource Center and the Community College of Denver

provide educational opportunities such as GED study and completion and English as a Second

Language, and higher education opportunities including working on technical and trade skills,

obtaining apprenticeships and development of entry-level skills. CC partners with Mile High

United Way, Clayton Early Learning and the LAUNCH program. Other partners include Metro

Caring (food pantry and identification documents), Denver Inner City Parish (food pantry and

clothing bank), Southwest Improvement Council (food pantry), Colorado Legal Services (civil

legal services) Centro San Juan Diego and Mi Casa Resource Center (immigration services),

Project Safeguard (domestic violence services), Denver Children's Advocacy Center and Project

Safeguard (child abuse and neglect services), and Clothes for Kids (school clothes).

Finally, there are longstanding partnerships with most City and County of Denver agencies

including Denver Health, Denver Human Services, Denver Public Library, Denver Parks and

Recreation, and the various cultural venues affiliated with the Five by Five Pass Card Program.

Denver Public Schools and Culture of Wellness in Preschools are also important

partners. Through these partnerships, CC can access myriad services and supports for

families relating to public assistance, health and wellness promotion, financial literacy and

assistance, child care assistance, family literacy and school readiness, family and community

engagement, social emotional development, mental health awareness and positive parent-child

relationships.

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

Catholic Charities (CC) works collaboratively with Rocky Mountain Human Services (RMHS) and the local Community Center Board Early Intervention Program to support the referral and identification process for children from 0-3 with suspected developmental delays. CC maintains a Memorandum of Understanding with RMHS. CC collaborates with Child Find, Denver Public Schools (the local LEA) and Sewall Child Development Center to provide supports for the referral and Identification process (RFO) for Head Start children aged 3-5 and their families. These partnerships facilitate CC's ability to assist children and families with timely identification of children with delays, family meetings prior to/following the RFO process, IFSP/IEP implementation, supports for teachers, providing specific

intervention/activity ideas that family members, and teachers can utilize to encourage further skill development, transition meetings, and training. In addition, community partners participate in collaboration planning meetings which occur once per month for each Head Start and Early Head Start classroom. These meetings also include access to Mental Health Specialists, Family Service Workers, a Disabilities Specialist, ECE Specialists, and the Center Administrator. Collaboration meetings consider special family and or child circumstances when discussing specific family and classroom support plans including Positive Behavior Supports and additional resources needed to support a child with a disability at home, school and within the community.

The ECE Disabilities Coordinator also maintains communication with the Resource Coordinators and Part C Early Interventionists, Sewall and Denver Health Mental Health to determine if additional materials or supports are needed to successfully include children with special needs in the program. For children with IEPs, additional functions in disabilities include the provision of supports (Kinder Packets, Social Stories, Meet My Child, and Transition Visits to new schools) and identification of resources available through the K-12 public schools (ex: SEAC and Family Liaisons within respective school districts) that are related to ensuring that CC's children (and family members) with IEPs are set up for success as they transition to kindergarten. CC ensures that parents and children with IEPs are well-prepared for this process and have access to additional support resources

prior to entering kindergarten. Disabilities staff work collaboratively with teachers and community partners to help implement and monitor services for children with IFSP/IEP's in accordance with the Individuals with Disabilities Act (IDEA). The disabilities team specifically supports teachers and family members with implementation of supports that may help increase child developmental outcomes at both home and school before, during and after RFO submissions. Support ideas based upon the evaluation and or IEP findings continues, and/or changes, based upon those finding/IEP results. This ensures high quality education and child development services for all children enrolled in our programs. CC consistently provides services to a minimum of 10% of children with identified special needs.

## **10. Transition**

Catholic Charities (CC) provides a continuum of care beginning with Prenatal Services in its Early Head Start program to when children enter kindergarten. CC provides Early Head Start and Head Start services, which enhances continuity. CC meets key Performance Standards in the area of transition, beginning with special attention to a child's transition into the program. Throughout the transition process, the bond between home and school is a priority, and individualization is stressed. The process integrates all components of the program and lays the foundation for education, health, disabilities and family engagement services. The enrollment process for CC's center-based program involves the sharing of information to be

able to provide supports and begins to build the relationships between the program and families. Home visits are completed by the teachers, a Family Partnership Agreement is created with the Family Service Worker and families visit the program and meet the director and staff to ensure that the family and the program are ready. When a child is enrolled with an existing Individual Family Service Plan (IFSP) a transitional meeting is set up before the start date to ensure that appropriate accommodations and modifications are made prior to the child entering the classroom.

CC's Head Start program places a continuing focus on transitions for its children and families into kindergarten. CC embeds this discussion and planning into all aspects of its programming to ensure integration and knowledge of this important goal for families and staff. When a child leaves the program, every effort is made to connect families with resources and information to make the transition successful. Programs host kindergarten transition information meetings to bridge the move from CC's programs into the school district. Children are prepared through transition activities and individualized supports, and resources are provided to families as their needs are identified. CC staff also attend the IEP at the parents' request and support the family with the process. They are also available to visit the public school program with the family if the children will be attending a specialized program. Parents are provided with a portfolio that includes two complete sets of IFSP/IEP paperwork, individual Positive Behavior Support plans and a 'CC's Meet My Child' form which highlights the child's

strengths and interests, skills they are working on and skills they need to continue to develop, and ways in which the family would like to partner effectively with the new school. The parent is able to provide one copy to the public school and retain one for their personal records along with the local resources for families and the business card of the ECE Disabilities Coordinator so they can request additional advocacy or support in the future.

CC ECE programs also provide support and resources when a child transitions within the program from one classroom to another or to another center or option. A transition plan is put in place to address the process, concerns and any questions. A transition conference may take place to allow the opportunity for discussion and information sharing. For children with identified disabilities or mental health needs, the ECE Disabilities Coordinator, and/or the EHS Mental Health Specialists participate in the center transition meetings to identify supports and strategies to ensure a smooth transition from Infant to Toddler or Toddler to Head Start Preschool. The IFSP is reviewed, and strategies are recommended to support the transition.

## **11. Services to Enrolled Pregnant Women**

Services for pregnant women, including support groups, socialization activities, training and

education, home visitation services, resources and referrals, are funded through our Early Head

Start grant.

## **12. Transportation**

While CC's Head Start does not offer direct transportation to program participants, the program addresses barriers to program attendance and family engagement by providing a variety of transportation options such as bus tokens, light rail passes and taxi vouchers.

### **Sub-Section C: Governance, Organizational, and Management Structures**

#### **1. Governance**

Catholic Charities (CC) has successfully provided high-quality Head Start programming for 21 years to the Denver community. CC's Head Start program employs a highly qualified leadership team consisting of expert content-area staff in the areas of education and child development, family, community and health services, nutrition, disabilities and mental health and program management. All members of the leadership team have a master's degree in their area of expertise and experience working in their field. The Early Head Start/Head Start Director, Alison Keough, has a master's degree in Early Childhood Education and 30 years of experience in the field. Bill Lazzeri, a retired partner with Deloitte and Touche, serves as Catholic Charities' Board Treasurer and Chairman of the Finance Committee. Janet McDaniel is a licensed attorney with the firm Benjamin, Bain & Cohen, LLC. She serves on Catholic Charities Board of Directors and chairs the Early Childhood Education committee.

CC's Head Start programs are supported by CC's fiscal management staff including the chief financial officer, controller, senior financial analyst and grants specialist. The agency's human resources department consists of a director, two generalists and an assistant. The department coordinates recruitment, interviewing, hiring and record keeping for the agency.

CC has established a Head Start Policy Committee and an Early Head Start Policy Council, and a governing body that share responsibility for overseeing the delivery of high-quality services to children and families. The governing body was established in 1927, and the Policy Council/Committee was created in 1997 when CC became a delegate for DGKHS. The committee was reorganized in 1999 to reflect the addition of the Early Head Start program. Two Policy Council representatives attend the Policy Council meetings held by DGKHS. During summer 2011, CC's board of directors formed an Early Childhood Education (ECE) Committee, which establishes and maintains a formal structure for program governance and the oversight of quality services for CC's Head Start and Early Head Start programs and makes decisions related to program design and implementation. CC's board of directors (Governing Body) maintains legal and fiscal responsibility related to program governance as defined in the Head Start Act section 642(c). The ECE Committee selects members from the community and includes, at a minimum, one member with expertise in fiscal management or accounting, expertise in early childhood education and development, a licensed attorney familiar with issues that come before the governing body,



and a past Head Start or Early Head Start parent. The chair of the ECE Committee sits on the Governing Board and on the Policy Council, helping with the flow of information between the two governing bodies. The ECE Chair provides reports to the Governing Board that provide timely information regarding ECE Committee activities and its decisions in order to enable the Governing Board to exercise its legal and fiscal responsibilities for administering and overseeing the Head Start/Early Head Start programs. A Parent Committee has been formed at each site. The committee is open to all parents and meets monthly. The Center representatives attend the parent meetings and the Policy Council, helping with the flow of information between the two entities. All decision-making groups (including the board of directors) are given training regarding their roles and responsibilities. Information is provided to the Governing bodies regarding fiscal funds, program operations, the Community Assessment, Self-Assessment, ongoing monitoring and outcome-based evaluations to ensure compliance with governance requirements. The Policy Council is continuously involved in planning and decision-making regarding the Early Head Start and Head Start programs through meeting attendance, participation on committees and interview panels.

## **2. Human Resources Management**

All employees working at Catholic Charities are required to pass a background check prior to being hired. Information obtained is evaluated based upon the position applied for, frequency and nature of offense(s) and

other criteria the agency deems as important. Because CC is a Licensed Child Care Agency and Licensed Child Placement Agency, employees working with children may not have a felony on their record. The agency may perform periodic background checks on all employees to ensure compliance with the agency's licensing requirements, as required by law or as the agency deems appropriate. All background checks are conducted in a manner consistent with the Fair Credit Reporting Act. At CC, all ECE staff are required to pass a physical by a contracted occupational health provider. New staff must also pass a tuberculosis screening prior to entry into the classroom or child care site. Site supervisors and education staff track the expiration dates of these screenings and require that staff are up to date on these requirements in order to work at any child care site. Staff health information is recorded in individual staff files that are maintained at the child care site.

CC places a strong emphasis on training and offers a variety of training formats to best meet staff needs. Staff have opportunities to take college courses, attend in-house trainings in both large and small groups, and attend local and out-of-state conferences.

Because of ever-increasing requirements, the Training Committee made recommendations to the leadership team regarding further developing the training schedule and ECE program plan. Acting on the recommendations, the leadership team decided that the CC ECE programs will begin the school year with one week of pre-service prior to the children starting

school. This week-long pre-service consists of a full-group training, center time, classroom set-up time, center team meetings, individual trainings, etc. During the school year, third Fridays will continue to be staff training days. The ECE Specialists will deliver site-specific mini-trainings as needed. Time for staff meetings and classroom work will be allotted. The week of February 12 will also be dedicated to staff training, and the sites will be closed to families.

CC designed a training plan using information that had been gathered from many sources and contained input from parents, staff and community members. The administrative team analyzed data from the last Early Head Start Federal Review, Head Start Federal Review, the 2016 Program Information Report, the 2016 Community Assessment, the 2016 Self-Assessment, staff training assessments, Professional Development Plans, national priorities and state and local initiatives. This information led to program goals and objectives as well as training and technical assistance plans.

CC recognizes that staff training is a continuous, creative process and needs to be individualized to meet the goals of each employee while responsive to the overall program. It is critically important to provide mandatory training to all staff as outlined in the *Head Start Performance Standards* and the *Colorado Rules Regulating Childcare Centers*. Catholic Charities has implemented the following training objectives: (1) Promote health, nutrition, and wellness for families, staff, and children; (2) Provide

mandatory training as outlined in the *Head Start Performance Standards* and the *Colorado Rules Regulating Child Care Centers*; and (3) Support staff and parents by fostering their professional development.

CC is implementing an enhanced coaching mode within its ECE programs to provide regular feedback, supervision, coaching and mentoring for the teaching staff. Education Specialists are provided at each site and will be providing coaching services. Teaching staff complete professional development plans in collaboration with the Education Specialists which detail the goals and objectives for each teacher. Observation of the teachers, along with discussion, are the basis of these plans, which target goals to ensure high-quality classrooms and family interactions along with educational goals for ongoing learning. The Education Specialists work with each teacher, providing information, resources and coaching to assist them in reaching their goals.

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

CC values its parents, families and the community as integral components of a high-quality program. CC is implementing the Parent, Family and Community Engagement Framework within its program and is continuing to refine and enhance goals and data collection in compliance with the Performance Standards. In 2012, a series of meetings titled “Education/Family Partnership Coordinator Clusters,” were held by the Training and Technical Assistance Committee to assist programs in creating school readiness goals. Goals for families were included at that time. Later,

CC was advised to remove the family portion of the goals and just focus on school readiness goals for the children. In 2012, the school readiness committee completed the School Readiness Implementation Indicators and Action Plan tool to identify the areas in which CC needed to focus the most efforts for improvement. CC also completed the PFCE Self- Assessment tool with managers, teachers, FSWs and parents. Using this process along with the annual Self-Assessment, Community Needs Assessment, Parent Surveys, parent goal setting and parent feedback, CC was able to identify target areas for family goals. CC continues to evaluate the information gathered and identify goals and strategies to improve its program and continue to engage parents, families and the community. From this information, CC has identified its Parent Family and Community Engagement Goals: (1) Families will be actively engaged and involved in all aspects of CC's Head Start programs; (2) Parents will feel confident in their role as the first teachers of their children; (3) Families will know the importance of their role in providing a safe, healthy lifestyle for their child and its importance in their child's school readiness; (4) CC's ECE programs will be an integral part of the community, and community members will be actively involved and knowledgeable about CC's programs.

To support the implementation and the evaluation of its goals, CC utilizes multiple sources including Family Partnership Agreements; Parent Conference Forms; Family Surveys; documentation of parent, family and community involvement in activities, meetings and committees; and

documentation of volunteer statistics through sign-in sheets and evaluation forms. CC also tracks the involvement of families, staff and parents in community events, meetings, and the Five by Five Pass Card Program. These sources provide CC with feedback that assists in tracking how goals are being achieved and areas that are successful or need to be enhanced. Family assessment data is gathered from multiple sources including the Family Partnership Agreement, the intake forms, and discussion with other program staff including Mental Health Specialists, the disabilities staff and the home visit staff. CC's ECE programs implemented a new data tracking system, Child Plus, in July 2016. This new system allows for family goals and progress to be tracked and reports to be created. This information is used to provide resources, supports, education and services to meet the family where they are and help them to work towards goals and objectives that are important to them and assist them in becoming more self-sufficient and confident in their ability to provide the best environment for their child. In addition, CC gathers information through ongoing assessment of the children in its programs including gathering health and nutrition information, and physical, social-emotional, language and cognitive development. The information is entered into the Child Plus system. Information and reports are shared with parents and families, and CC works to ensure the children are healthy and developing, thus enhancing their school readiness. If situations arise where intervention is necessary (developmental, health and/or nutrition concerns), staff work together with

the parents and families to provide information, support and resources to address those concerns.

Aggregated family assessment data will be analyzed for targeting outcome areas, and the information will be shared with the leadership team, the school readiness team and the whole staff at an all-staff meeting to get input for prioritizing goal and objectives from all areas of the program. CC utilizes the Child Plus database system for its program, which has built-in documents and reports for tracking family outcomes data. CC will be using this as well as information from Family Partnership Agreements, resource and referral notes, general contact notes and Strengths and Needs Assessment data to track progress of Family Outcomes data. When applicable, aggregated program data related to family progress will be analyzed to determine the ability to support children's school readiness goals by sharing the family related data with the leadership team, the school readiness team and the whole staff at an all-staff meeting.

CC engages in ongoing program quality improvement through strategic planning at the agency, department and program levels. Progress is noted and evaluated on monthly and quarterly basis at each level. All of CC's Head Start staff meet or exceed the qualifications required for the job as outlined in the Performance Standards. The human resources department completes a pre-employment criminal record check on all staff working in the Early Head Start program. The human resources department keeps a file on each program staff member that contains a checklist to ensure

proper documentation and track current health exams and tuberculosis screenings. Staff files are monitored by supervisors at each site and by the ECE Director of Large Sites and EHS Home Based Programs. The Head Start staff and human resources work together to ensure that required positions for the program are recruited and filled in timely manner with qualified applicants to ensure ongoing quality and compliance. The agency maintains in-house substitute staff at each site to maintain ratios when regular teaching staff are absent to ensure that CC maintains all required classroom ratios as required by Head Start Performance Standards.

The budget process is completed annually and involves agency staff, the governing board and the finance committee to ensure ongoing fiscal responsibility and the ability to continue to offer services.

Long- and short-term goals are identified and monitored to plan, organize and provide support for comprehensive services and compliance with program requirements. CC's ECE programs ensure that all education, health, nutrition, family and community engagement and school readiness plans are monitored and updated to maintain high-quality programming.

The Work Plan is updated each year to ensure that the program is complying with all performance standards and program goals and objectives. In addition, the program utilizes many forms of reporting to ensure compliance with licensing and performance standards including monthly reports, staffing reports, appraisals, surveys, file reviews, health and safety checks, budget reports and a variety of other ongoing sources.



Annually, the program conducts a thorough self-assessment involving parents, staff, community members, collaborators, and Policy Council/ECE Committee members. The program uses tools from the current Monitoring Protocol as well as other current monitoring instruments. The process generally includes focus groups, observations, surveys, interviews, data collection, and analysis. Results are translated into a strategic plan, and necessary improvements are implemented. A triennial Community Assessment is conducted and annual updates maintained.

CC Head Start program has a system of management that ensures collaborative planning and organization to ensure the provision of comprehensive services for children and their families. This includes staff preparation and support in implementing evidence-based instructional practices that are individualized based on the ongoing assessment of each child to support positive outcomes. CC Early Head Start management works to ensure successful partnering with families to support children's development and supports staff through supervision, mentoring and coaching, and providing ongoing feedback. The Administrative Team includes the ECE Division Director (EHS/HS Site Director), Head Start Specialist, Nutrition Program Coordinator, ECE Director of Education and Special Projects, ECE Disabilities Coordinator, Mental Health Coordinator, ECE Director Home Based Programs, ECE Director of Family and Health Services, the Operations Manager, and Center Site Supervisors. This team

meets quarterly to plan, organize and provide support for comprehensive services.

The leadership team comprised of the ECE Division Director (EHS/HS Site Director), ECE Director of Education and Special Projects, ECE Disabilities Coordinator, Mental Health Coordinator, ECE Director Large Sites and EHS Home Based Programs, ECE Director of Family and Health Services, and the Operations Manager meets weekly to discuss plans and organization. Site Supervisors meet monthly to discuss issues and concerns, new developments and policies and plan for continued program improvement. Monthly staff meetings are held at all sites to allow for discussion and feedback on center-specific planning and organization. Monthly education meetings are held to discuss coaching, assessment, staffing, classroom observations, Qualistar, and other topics identified. Supervisors at all levels meet monthly with supervisees to provide individual feedback, discussion of planning and issues specific to the staff member and allow for individualized staff development planning

Monthly developmental planning meetings are held in which the Disabilities and Mental Health staff and consultants, Center Site Supervisors, Family Service Workers and teaching staff discuss individual classroom needs and children and provide supports and planning to maintain high-quality services to children with identified special needs or children with challenges that may not qualify for services.

Committee meetings are held regularly to address specific program areas or special projects such as School Readiness, Dual Language Learners, Family Services, Early Head Start Home Visiting, Mental Health, and Health and Nutrition. The program's leadership staff attends meetings within the community and within CC to maintain relationships and remain current on developments and issues affecting ECE. This ongoing schedule of meetings and committees ensures ongoing internal and external communication which is enhanced with email, written information, telephone calls, and informal discussions with peers, staff and families in the program and the community.

CC Head Start program is committed to providing the highest quality ECE program possible. The systems and ongoing communication and monitoring ensure effective educator/child relationships and successful partnerships with families that support children's development, and allow for ongoing program improvement.

## **SECTION II. BUDGET AND BUDGET JUSTIFICATION NARRATIVE**

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

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

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

#### **Physical and Logical Controls**

A lock is maintained on the door leading into the Catholic Charities Accounting Department. This door is closed and locked in the evenings and

whenever the Accounting Department is vacant. Card keys are provided to accounting personnel, the President/Chief Executive Officer, and other personnel as approved by the President/Chief Executive Officer.

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

1. Minimizes the storage of sensitive data outside the Accounting Department by shredding documents with such data or deleting the sensitive data from documents that are stored outside the Accounting Department whenever possible; and
2. Requires that all sensitive data that is stored in areas other than the Accounting Department is secured in locked filing cabinets that are placed in offices or closets that are locked after hours.

### **Grant Management**

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

1. For each Federal award, an employee within the department or entity responsible for administering the award will be designated as "grant manager."
2. Each grant manager shall attend a training on grant management prior to beginning his/her role as a grant manager. Thereafter, all grant managers attend refresher/update courses on grant management every two years.
3. The grant manager takes the following steps to identify all applicable laws, regulations, and provisions of each grant and contract:
  - a. Reads each award and prepare a summary of key compliance requirements and references to specific laws and regulations.
  - b. Reviews the OMB Super Circular Compliance (updated annually) published by the Office of Management and Budget (OMB) for compliance requirements unique to the award and for compliance requirements common to all Federal awards.
  - c. Reviews the section of the Catalog of Federal Domestic Assistance (CFDA) applicable to the award.
  - d. Communicates grant requirements to those who will be responsible for carrying them out, or impacted by them.
4. Notifies the Accounting Department to forward copies of applicable laws and regulations (such as OMB Circulars, pertinent sections of compliance supplements, and other regulations).

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

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

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

Catholic Charities prepares and submits financial reports as specified by the financial reporting clause of each grant or contract award document.

Preparation of these reports is the responsibility of the Director and Analyst of Grants, subject to review and approval by the Chief Financial Officer.

The following policies apply to the preparation and submission of billings to Federal agencies under awards made to Catholic Charities:

1. Catholic Charities requests reimbursement after expenditures have been incurred, unless an award specifies another method.

2. Each award normally specifies a particular billing cycle. Therefore, a schedule is established for each grant and contract to ensure that

reimbursement is made on a timely basis along with any other reporting that is required in addition to the financial reports.

3. Requests for reimbursement of award expenditures will use the actual amounts as posted to the general ledger as the source for all invoice amounts. Additional subsidiary ledgers and reports may be required by the funder. If additional ledgers or reports are required, this additional source will be reconciled to the general ledger.

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

#### **Cost Allocation Plan**

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



Exhibit B

<b>Catholic Charities HS Budget Narrative: 2018-2019</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries – No staff members paid with Head Start funds or included in the non-Federal share are paid in excess of the Executive Level II salary.	\$750,183	Personnel
Benefits: All salaries billed will be based on actual timesheets. are calculated at 27%.	\$202,549	Personnel Benefits Fringe
Office Supplies (\$2,000) - used to furnish supplies for offices, teacher offices, and 4 administrative offices. Child and Family Supplies (\$6,000) -will supply 6 sites with educational materials. Other Supply (\$7,000) - includes janitorial supplies, health supplies, and supplies for children with disabilities	\$15,000	Supplies
Rent: Catholic Charities does not rent space from the Grantee. Kentucky Head Start (1068 sq. ft.) and Mariposa Head Start (3,770 sq. ft.) are owned by Denver Housing Authority and the combined rent is \$28,440 per year.	\$12,732	Other
Utilities, Telephone- telephone, fax, DSL lines and utilities, based on historical data.	\$16,000	Other
Local Travel-mileage reimbursement for staff, based on current spending patterns.	\$2,500	Other

Parent Services: covers the costs for parent committee meetings and Policy Council meetings. Each of our six sites holds parent meetings once a month. Policy Council meets 12 times a year. Costs include food, babysitting, translation, and transportation.	\$5,000	Other
Technical Training and Staff Development: from program operations funds to support professional development with a focus on having Assistant Teachers reach the qualification mandates. Also to support staff in furthering their academic development and out of town travel.	\$5,580	Other
Other: Children's activities & Janitorial Services for our centers	\$10,945	Other
Indirect Costs: Catholic Charities' indirect cost rate is 27.1%.	\$203,300	Indirect Costs
<b>Total -Operating funds</b>	<b>\$1,223,789</b>	

<b>CC Non-Federal Share Budget HS Narrative: 2018- 2019</b>		
<b>Description</b>	<b>Amount</b>	<b>Category</b>
Salaries: A percentage of the Directors and Assistant Directors at the 2 large sites based on numbers of HS children, a portion of the teacher assistants, teachers, family Service workers, and the HS Director salaries that are not covered by HS funds. These costs are paid for by funds received from funds received by the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$187,546	Personnel
Fringe Benefits: The fringe benefits associated with the above salaries and paid by funds received from the Colorado Preschool Program, the Denver Preschool Program, Catholic Charities, and private grants.	\$50,637	Personnel Fringe
Office Supplies (\$1,000) - used to furnish supplies for offices, ten Family Service Workers offices, teacher offices, and 4 administrative offices. Child and Family Supplies (\$500) -will supply 6 sites with educational materials. Other Supply (\$1,000) - includes janitorial supplies, health supplies, and supplies for	\$2,500	Supplies

children with disabilities		
Utilities, Telephone- telephone, fax, DSL lines and utilities: A large percentage of these costs are incurred at Margery Reed and The Child Development Center and paid for by Parent fees at the large sites.	\$1,000	Other
Building and Child Liability Insurance: Supplied by Catholic Charities.	\$2,000	Other
Nutrition Services: Part of the costs incurred in providing meals to children and education staff that are not reimbursed by the Child and Adult Food Program, supplied by Catholic Charities and parent fees.	\$20,000	Other
Volunteers: The value of volunteer time in Colorado per hour is \$25.97 and we estimate that parents and community members will spend 1,628 hours volunteering = \$42,264	\$42,264	Other
Total	\$305,947	

Exhibit C

**Catholic Charities Head Start/Early Head Start**

**2018-2019 School Calendar**  
Calendar is subject to change

July 2018						
Su	M	Tu	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

August 2018						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

September 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	M	Tu	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
Su	M	Tu	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
Su	M	Tu	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	M	Tu	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	M	Tu	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	M	Tu	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

- School Closed/ Holidays
- Kentucky closed all other sites open
- Stand Alones closed
- First Day Garfield/Kentucky/Annunciation
- Teacher In-service Day  
No school for students
- Last Day Garfield /Kentucky

**Exhibit D**  
 Denver Great Kids Head Start  
 Program Year 22 Report

	Report Name and Description	Due Date	Who it goes to at the Delegate Agency	Who its turned into at Grantee Office
Enrollment and Attendance	<p><b><u>Enrollment and Attendance Report:</u></b>            Fields required but not limited to the following:            -Delegate Agency and Classroom numbers            -Homebased enrollment if applicable            -Enrollment number by eligibility category            -Total monthly enrollment            -Monthly Homeless/Foster Care            -Monthly head start drops within 30 days            -Daily attendance and absence totals</p> <p><b><u>Head Start Monthly Enrollment Roster:</u></b>            -Child Name            -DOB            -Date of Enrollment            -Home Address            -Eligibility Date            -Eligibility type            -Program Options            -DPS ID</p>	<p><b>5th day of every month by close of Business. If the 5th day is a holiday or weekend, report shall be due the Friday prior</b></p>	Family Service Coordinator	Family Service Director

Financial	<p><b><u>Variance Report:</u></b> includes spending categories of federal and non-federal shares, annual budget, budget and expenses for the month reported, dollar and percent variances and corresponding year to date information include pay rolls, general ledgers, invoices over \$1,000.00 charged to Head Start.</p>	Last business day of each month for the previous month		Senior Financial Officer
	<p><b><u>USDA Reimbursement Report:</u></b> Report of reimbursement from USDA for Head Start Children only.</p>	Last Business day of October, January, April and July		
	<p><b><u>USDA / CACFP Compliance Review Report</u></b></p>	Within 30 days of receipt		
	<p><b><u>Administrative and Development Costs;</u></b> Report by category of all administrative and development costs.</p>	Last Business day of October, January, April and July		
	<p><b><u>Program Budget PY 21;</u></b> HSES upload of Program Year 21 budget.</p>	February 9, 2019		
	<p><b><u>Single Audit Report;</u></b> Single Audit Report including management letter and corrective actions if applicable</p>	Within four months of end of the prior fiscal budget period		
	<p><b><u>Inventory Report with Certification of Physical Inventory;</u></b> Listing of equipment purchased with Head Start funds with a certification of physical inventory signed by the Head Start Director.</p>	July 31, 2019		
	<p><b><u>Certificate of Insurance;</u></b> Accord Insurance form designating appropriate insurance coverage.</p>	May 30, 2019		

**Exhibit D**  
 Denver Great Kids Head Start  
 Program Year 22 Report

	<b>Budget Projection;</b> Month by month spending forecast by designated categories.	Last business day of each month for the previous month		
--	--	--	--	--

<b>Grantor Admin Reports for Delegate Agencies</b>	<b>Monitoring Reports/Plans;</b> Action plans outlining strengths, recommendations and sections needed for improvement	Ongoing		
	<b>Policy Council Minutes;</b> Approved Policy Council minutes in English and Spanish	Last business day of month following meeting	Office Manager sends to Delegate Directors	

<b>Education</b>	<b>Child Assessments;</b> Child outcomes information submitted to TS GOLD must be submitted for <b>all</b> children and following the protocol and format that is required by Results Matters, CDE.	October 31 February 22 June 28	Can access in TSG-DGKHS access through State	
	<b>CLASS Scores;</b> All classrooms	December 15 May 15	Education Directors	School Readiness Director

<b>Delegate Admin Reports for Grantee</b>	<b>Self-Assessment;</b> Self-Assessment Plan, findings, analysis and action plans	January 31	Delegate Director	Executive Director and Office Manager
	<b>Program Information Report (PIR);</b> Draft of Annual ACF Report	August 15	Delegate Director	Executive Director and Office Manager
	<b>Mid-Year PIR</b>	January 15 April 15	Delegate Director	Executive Director And Office Manager
	<b>Policy Council Delegate Report;</b> Form to be provided by Grantee Family Services Director	5th day of every month, or following business day if it is a holiday	Delegate Director	Family Service Director and Office Manager
	<b>Policy Committee/Council Members Rosters;</b> Policy Committee/Council rosters and appointments to DGKHS Policy Council.	October 30 and When positions are replaced	Delegate Director	Family Services Director and Office Manager
	<b>Policy Committee Minutes;</b> Approved Policy Committee monthly minutes.	Last business day of the month following meeting	Delegate Director	Delegate Agency Liaison Catholic Charities: Chris Clayton: Lori DPS: Liane Family Star: Chris MHEL: Adella Sewall: Liane VOA: Adella
	<b>Delegate Grant Application;</b> For funding purposes	January 30	Delegate Director	Executive Director and Office Manager

**Exhibit D**  
 Denver Great Kids Head Start  
 Program Year 22 Report

	<b>Personnel;</b> Report of all Head Start staff, percentage/amount, salary/fringe, most recent performance evaluation date, criminal records check date, staff credentialing, staff training on eligibility, Governing Body and Policy Committee training on eligibility, Required licensing training for staff	Last business day of October, January, April and July	Delegate Director	Executive Director and Office Manager
--	--	---	-------------------	---------------------------------------

<b>Family Services</b>	Report content TBD			
------------------------	--------------------	--	--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2017

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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> Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way Suite 700 Centennial CO 80111	<b>CONTACT NAME:</b> Brett Lewis <b>PHONE (A/C, No, Ext):</b> 303-889-2542 <b>E-MAIL ADDRESS:</b> Brett_Lewis@ajg.com	<b>FAX (A/C, No):</b> 303-889-2545	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Archdiocese of Denver 1300 S. Steele Street Denver CO 80210-2599	<b>INSURER A:</b> Zurich American Insurance Company		16535
	<b>INSURER B:</b> Underwriters at Lloyd's London		15792
	<b>INSURER C:</b> Princeton Excess & Surplus Lines Ins Co		10786
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		

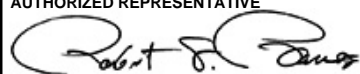
**COVERAGES** **CERTIFICATE NUMBER:** 1602631935 **REVISION NUMBER:**

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
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR - \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	BP1033317	7/1/2017	7/1/2018	EACH OCCURRENCE \$1,750,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$Included GENERAL AGGREGATE \$\$1,750,000 PRODUCTS - COMP/OP AGG \$\$1,750,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SIR \$100,000	Y	Y	BAP03894638 00	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$100,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$Auto - \$2m	Y	Y	E2A3FF0000006-00	7/1/2017	7/1/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	EWS 0173359 03	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER SIR - \$250,000 E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

The General Liability, Automobile Liability and Umbrella Liability policies attach to the Excess Liability policy as noted above. Catholic Charities and Community Services  
4045 Pecos Street  
Denver, CO 80211  
Head Start Contract #201626971-00. Coverage only extends for claims arising out of Catholic Charities and Community Services, for the term of the certificate. Coverage includes Counseling Errors and Omissions. Sexual Misconduct Coverage is verified for claims arising out of See Attached...

<b>CERTIFICATE HOLDER</b>  City and County of Denver, its elected and appointed officials, employees and volunteers  ...	<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 





## ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Archdiocese of Denver 1300 S. Steele Street Denver CO 80210-2599	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25      FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

incidents resulting from the operations of only Catholic Charities and Community Services, its employees or volunteers, for the term of the certificate. Sexual Misconduct Coverage is on a claims made basis and is limited to \$1,000,000 annual aggregate. CMRS Excess Auto \$500,000 xs \$500,000. Includes Employee Fidelity coverage of \$500,000



# ARCHDIOCESE OF DENVER

RISK MANAGEMENT PROPERTY/CASUALTY INSURANCE TRUST

February 28, 2018

Ms. Shannon Dyer  
Contract Administrator  
Office of Children's Affairs  
City and County of Denver  
201 W. Colfax Avenue, Dept. 1101  
Denver, CO 80202

RE: Agreement for Head Start Service for Contract Period July 1, 2018 – June 30, 2019

Dear Ms. Dyer:

On behalf of Catholic Charities and Community Services of the Archdiocese of Denver, Inc., this letter will confirm our intent to renew our insurance program, which expires July 1, 2018. After the renewal process is complete and coverage is bound, we will be able to issue formal certificates of insurance as evidence of the renewal of this insurance program.

It is anticipated that we will be able to issue the required renewal certificates of insurance on or about the July 1, 2018 renewal date and once the agreement for Head Start Services for the Contract Period July 1, 2018 – June 30, 2019 has been finalized and executed.

I trust this will serve your requirements until that time. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter J. Cronan".

Peter J. Cronan  
Director, Office of Risk Management

## Exhibit F

### Catholic Charities

#### Head Start Site Locations and Times

Center Location	Times
Catholic Charities ECE Programs at the Child Development Center 1155 Decatur St. Denver CO, 80204	Monday – Friday 7:00am -6:00pm Year Round
Catholic Charities ECE Programs at Margery Reed Mayo Day Nursery 1128 28 <sup>th</sup> St. Denver CO, 80205	Monday – Friday 7:00am -6:00pm Year Round
Catholic Charities ECE Programs at Mariposa 1240 W 10 <sup>th</sup> Ave. Denver CO, 80204	Monday – Friday 7:00am -6:00pm Year Round
Catholic Charities ECE Programs at Garfield 872 Knox Ct. Denver CO, 80219	Monday –Friday 8:00am – 2:30pm. Full -Day
Catholic Charities ECE Programs at Annunciation 3536 Lafayette St. Denver CO, 80205	Monday –Friday 8:00am – 3:00pm. Full -Day
Catholic Charities ECE Programs at Kentucky 852 S. Knox Ct. Denver CO, 80219	Monday- Thursday 8:00am – 4:00pm. Part- Day

## Exhibit G

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

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

period not to exceed one (1) year shall not be permitted. Decreases in prevailing wages on contracts whose period of performance exceed one (1) year shall not be effective except on the yearly anniversary date of the contract.

(c) *Determination of prevailing wages.*

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

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

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

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

(d) *Mandatory contract provisions; enforcement.*

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

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

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

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

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



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

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

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