

A G R E E M E N T

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”) for itself and on behalf of the **DENVER HEAD START OFFICE** (the “Agency”, and the **OFFICE OF CHILDREN’S AFFAIRS**, and together with Denver, the “City”) and **FAMILY STAR, INC.**, a Colorado non-profit corporation with an address of 2246 Federal Boulevard, Denver, Colorado 80211 (the “Contractor”), jointly (“the Parties”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Exhibit A, Contractor’s Application and narrative to provide Head Start Services for program year 2023-2024 (Program Design).

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

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

D. Exhibit D, Schedule for Submission of Reports.

E. Exhibit E, Certificate of Insurance.

F. Exhibit F, Site Locations.

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

Payment of Prevailing Wages.

H. Exhibit H, Standardized Health/Wellness Form.

I. Exhibit I, Standardized Head Start Eligibility Form.

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

4. TERM: The Agreement will commence on July 1, 2023, and will expire on June 30, 2024 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.

5. SERVICES TO BE PERFORMED:

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

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

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

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

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

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

C. Ensure that all of Contractor’s staff have adequate skills, training, and experience for their respective functions and comply with the reasonable directions and requests

of the City in implementing Head Start Services;

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

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

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

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

H. The Contractor will notify the Director without delay of any incidents that involve serious injury or death to a child enrolled in Head Start or otherwise receiving Head Start services regardless of cause that occur on any of Contractor’s Site Locations in accordance with the policy and procedures of the Denver Head Start Office as designated by the City and approved by the Contractor’s management team. Further, in addition to all requirements established by law,

the Contractor will report without delay to the City and to any and all appropriate authorities, any incidents of suspected or known child abuse or neglect of a child enrolled in Head Start or otherwise receiving Head Start services.

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

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

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

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

L. Pursuant to applicable provisions of the Head Start Performance Standards,

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

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

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

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

P. Comply with the City’s policy directives and required procedures for branding and marking of the Services and other activities concerning Denver’s Head Start Program. Branding includes, without limitation, how the Services and other activities concerning Denver’s Head Start Program will be named and presented to the public and the roles of the City,

ACF or HHS, and the Contractor in connection with the Services. Marking includes, without limitation, the development and use of graphic identities, trademarks, service marks, tradenames, logos, and signage to provide the Services to visibly acknowledge and identify the roles of the City, the ACF or HHS, and the Contractor in connection with the Services and other activities concerning Denver's Head Start Program.

7. COMPENSATION:

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

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

C. Invoices. Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Contractor will submit invoices monthly no later than the 21st of the following month for which Contractor seeks reimbursement. The Contractor will use its allotted funds up to Maximum Contract Amount in accordance with the approved program narrative, budget documents and detailed budget categories. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. The amounts invoiced by Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Payments to the Contractor are subject to the submission of approved Contractor invoices to the City.

D. Maximum Contract Amount.

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED TWENTY-TWO THOUSAND NINE HUNDRED THIRTY-FIVE DOLLARS AND NINETY CENTS**

(\$822,935.90) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

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

F. **Non-Federal Share Match.** The Contractor will contribute a match of at least twenty percent (20%) of the Maximum Contract Amount from non-federal funds through cash or in-kind contributions of services or property. Values for non-federal in-kind contributions of services and property will be established in accordance with applicable federal law, regulations, cost principles, or as otherwise determined by an appropriate federal agency. Contractor’s total non-federal match contribution (cash and in-kind services or property) under this Agreement will be at least **ONE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED EIGHTY-SEVEN DOLLARS AND EIGHTEEN CENTS (\$164,587.19)** as set forth in more detail in **Exhibit B**. The Contractor will report in writing to the City, within thirty (30) calendar days from the date of receipt thereof, any cash or other funds to be applied toward the non-federal match that Contractor receives. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of both Contractors’ non-federal share contributions and the contributions of Subdelegates and any Vendor designated by the Director. Such contributions will be recorded on each expenditure variance report and in written reports forwarded to the City on a monthly basis. Each monthly report will list all contributions provided

by Contractor and/or its Subdelegates and/or any Vendor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

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

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

H. Federal Funds Contingency/Appropriations. The Contractor understands that as of the date of the execution of this Agreement, the City has only received a notice of intent to award federal funds from the HHS for Head Start programs. In the event that the City is awarded funds in an amount less than the amount reflected in said notice of intent, then the total amount of compensation to be paid to the Contractor will be reduced and Contractor's **Exhibit B** will be revised accordingly. Moreover, it is acknowledged by the Parties that if and when HHS issues the first official notice of financial award to the City to fund Head Start operations for Program Year 2023-2024, HHS may issue only a partial financial award for program costs for Program Year 2023-2024. If, during the term of this Agreement, HHS later issues official notice of financial award to further fund Head Start programs beyond the amount stated in the

initial notice of intent, then such funds may only be disbursed to the Contractor through a written amendatory agreement executed by the Parties in the same manner as this Agreement.

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

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

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

take effect. Any modification to an exhibit agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both Parties in the same manner as this Agreement.

8. REPORTS:

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

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

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

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

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

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

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

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

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

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

(9) **Inventory Report.** In accordance with Section 19 below, the Contractor will establish and submit to the Head Start Director on a date designated by the Director, or the Director's designated representative, an annual inventory list, in such format as

designated by the City's Head Start Director. The date for submission of the Inventory Report may be set forth in **Exhibit D** or, if not contained therein, will be separately designated by the Director or the Director's designated representative.

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

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

10. STATUS OF CONTRACTOR: The Contractor is an independent contractor

retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

11. EXAMINATION OF CONTRACTOR RECORDS:

A. Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

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

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

12. AUDIT REQUIREMENTS:

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

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

C. If, as a result of any audit relating to the fiscal performance of Contractor or its Subdelegates concerning Head Start programs, the City receives notice of any irregularities or deficiencies in said audits, then the City will notify the Contractor of such irregularities or deficiencies. The Contractor will correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then Contractor will so notify the City, in writing, and will identify a date that Contractor expects to correct the irregularities or deficiencies; provided, however, that if Contractor's notice is dated within thirty calendar days prior to the

deadline established or permitted by the ACF, then Contractor's corrections will be made and submitted to the City on or before the fifth working day from said federal deadline. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes will be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible HHS official.

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

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

14. INSURANCE:

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

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

(1) General Conditions: Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or

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

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

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor, Subdelegate’s, and Subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed

officials, employees and volunteers as additional insured.

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

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

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

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

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

(9) **Bond:** If required by applicable federal law, as currently presented in 45 CFR Part 75 304, the Contractor will obtain and keep in force during the term of this Agreement a fidelity bond, in form and surety acceptable to the City, conditioned upon the faithful and honest utilization and handling by the Contractor's employees and officers of all

monies paid to the Contractor by the City pursuant to this Agreement, said bond to protect the City against any malfeasance or misfeasance with respect to such funds on the part of such persons. All appropriate federal officials will authorize any determination made by Contractor that such bond is not required by applicable federal law in writing.

15. DEFENSE AND INDEMNIFICATION (Not applicable to “Intergovernmental Agreements”):

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

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

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

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

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

16. LIABILITY; COLORADO GOVERNMENTAL IMMUNITY ACT: For Contractors that are a “public entity”, the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

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

18. ASSIGNMENT AND SUBCONTRACTING:

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

B. By the Contractor. The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director’s prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized

assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and the Subdelegate, sub-consultant, subcontractor or assignee.

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

19. TERMINATION:

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

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

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

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

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

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

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

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those services or deliverables that have not been satisfactorily performed and which, due to

circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the City's Head Start program. Denial of requests for payment and demands for reimbursement will be reasonably related to the amount of work or deliverables lost to the City;

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

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

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

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

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

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

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

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

20. OTHER GROUNDS FOR TERMINATION:

A. By the City.

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

(2) The City further has the right to terminate this Agreement upon

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

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

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

B. By the Contractor. The Contractor may terminate this Agreement for substantial breach by the City, including the failure to compensate Contractor timely for services performed under this Agreement, that has not been corrected within thirty (30) calendar days of Contractor's written notice to do so identifying the breach including but not limited to the City's failure to meet its obligations herein and if additional conditions are lawfully applied by HHS to the Grant and upon the City, and the Contractor is unable or unwilling to comply with such additional conditions, then the Contractor may terminate this Agreement by giving thirty (30) days' written notice signifying the effective date of termination. In such event, the City has the right to require the Contractor to make adequate arrangements to transfer the City's Head Start programs, operations, and activities to another Contractor or to the City. In the event of any

termination, all property and finished or unfinished documents, data, studies, reports purchased or prepared by the Contractor under this Agreement will be disposed of according to HHS directives. Notwithstanding any other provision contained herein, the Contractor will not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor and the City may withhold reimbursement to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is agreed upon or otherwise determined.

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

21. PROCUREMENT:

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

award, and administration of contracts consistent with the “Procurement Standards” contained in 45 CFR Part 75 and consistent with the requirements contained in this Section 20.

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

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

22. SITE LOCATIONS, LEASES AND LICENSES:

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

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

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

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

City determines that a danger exists to the health, safety or well-being to the children enrolled in Head Start programs.

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

- A. The Head Start Act, as amended, codified at 42 U.S.C. 9801, *et seq.*;
- B. Head Start Program Performance Standards, 45 CFR Part 1301 through 1305, including all regulations referenced therein and all successor regulations pertaining to the Head Start program;
- C. 45 CFR Part 16, 30, 46, 75, 80, 81, 84, 87, and 92;
- D. All applicable circulars of the U.S. Office of Management and Budget (“OMB”) including without limitation Omni-Circular “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, 2 CFR Part 200, *et seq.* and 2 CFR Part 25.110;
- E. Program instructions, directives, and guidance. All manuals, policies, procedures, informational memoranda, Program guidance, instructions, directives, or other written documentation issued by the federal government or the City and provided to the Contractor concerning the Head Start Program or the expenditure of federal funds;
- F. The terms and conditions of the Notice of Grant Award issued by ACF to the City concerning the Head Start program. Contractor further acknowledges that the Notice of Grant Award governing the Term has not yet been fully executed between the City and ACF;
- G. The terms and conditions contained in all exhibits to this Agreement unless the City notifies the contractor in writing that a specific requirement does not apply to the performance of the Services;
- H. The Drug-Free Workplace Act of 1988 as codified at 41 U.S.C. 701, *et seq.*;
- I. U.S. Executive Order 12549, Debarment and Suspension implemented at 2 CFR Part 180. The Contractor is subject to the prohibitions on contracting with a debarred

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

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

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

K. "New Restrictions on Lobbying." As set forth in implementing regulations 45 CFR Part 93, Contractor assures and certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

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

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

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

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

solicitations or advertisements for employees placed by or on behalf of Contractor.

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

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

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

of, or subjected to discrimination in the administration of HHS programs and services based on non-merit factors such as age, disability, sex, race, color, national origin, religion, gender identity, or sexual orientation. Contractor must comply with this national policy requirement with respect to the performance of work and administration of funds provided under this Agreement and for all programs and services supported by HHS awards. 45 CFR Part 75.300(c);

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

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

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

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

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

S. No Discrimination in Employment (City Executive Order No. 8). In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status gender, age, military status, sexual orientation, gender expression or gender identity, marital status, source of income, military status, protective hairstyle, or disability;

and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder;

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

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

25. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement in the event it

determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

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

With a copy of any such notice to:

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

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

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

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

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

29. CONFIDENTIAL INFORMATION; OPEN RECORDS:

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

B. "Personal Information" means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

C. Data Protection and Security. Contractor confirms and warrants that it

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

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

E. Confidentiality; No Ownership by Contractor. Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. The City shall own all Client Information, and any other work product, with or without Personal Information, developed or obtained by Contractor pursuant to this Agreement and such information or work product are considered to be “City Data”. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This

Section will survive the termination of this Agreement.

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

G. Employees and Subcontractor. Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling. Only those employees of the Contractor who have a direct need for City Data shall have access to any information provided to Contractor under this Agreement. Prior to allowing any employee of the Contractor to access or use any City Data, the Contractor shall require any such employee to review and agree to the usage and access terms outlined in this Agreement. Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. Contractor shall not disclose Proprietary Data or City Data to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless Contractor provides its own security protection for the information it discloses

to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the City Data and protected information disclosed and reasonably designed to protect the City Data and protected information from unauthorized access, use, modification, disclosure, or destruction.

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

(iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

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

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

K. Data Transfer Upon Termination. Upon termination or expiration of this Agreement and City's request, Contractor will ensure that all Personal Information and City Data is securely transferred to City, or a party designated by City, within thirty (30) calendar days. Contractor will ensure that the data will be provided in an industry standard format. Contractor will provide City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice

of such cessation. In connection with any cessation of Contractor's business with its customers, Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by Contractor and City.

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

M. Open Records. The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act, § 24-72-201, *et seq.*, CRS, and that in the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claims, damages, expenses, losses or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

30. INTELLECTUAL PROPERTY RIGHTS:

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

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

(1) To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the New Original Works are a "work made for hire" and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The

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

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

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

D. **Contractor's Pre-existing Works.** The Contractor shall retain all property rights to Contractor's Pre-existing materials, including derivative works, developed prior to the commencement date that are used in the performance of the Services ("Contractor's Pre-existing Materials"). The Contractor will disclose to the Director all Contractor's Pre-existing Materials,

including derivative materials thereof, that Contractor uses in providing the Services. The City will not copyright, trademark or patent any of Contractor's Pre-existing Materials. Contractor hereby grants a non-exclusive limited license to the City to use for Denver's Head Start Program purposes only Contractor's Pre-existing Materials.

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

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

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

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

33. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period

equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

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

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

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

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

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

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

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

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

Exhibits to Head Start/Delegate Agency Agreement

Exhibit A, Contractor's Application and narrative to provide Head Start Services for program year 2023-2024 (Program Design).

Exhibit B, Contractor's Budget and Justification.

Exhibit C, Calendar of Times and Days of Operations.

Exhibit D, Schedule for submission of reports.

Exhibit E, Certificate of Insurance.

Exhibit F, Site Locations.

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

Exhibit H, Standardized Health/Wellness Form.

Exhibit I, Standardized Head Start Eligibility Form.

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[SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE]

Contract Control Number: MOEAI-202368083-00
Contractor Name: FAMILY STAR INC

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

SEAL **CITY AND COUNTY OF DENVER:**

ATTEST: By: _____

APPROVED AS TO FORM: **REGISTERED AND COUNTERSIGNED:**
Attorney for the City and County of Denver
By: _____ By: _____

By: _____

Contract Control Number:
Contractor Name:

MOEAI-202368083-00
FAMILY STAR INC

By:  27BF3EFFGF7F456...

Name: Angela Durlin
(please print)

Title: Sr. Director of Program Services
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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Supporting Documentation:

- Organizational Chart
- Annual Report
- Salary Cap letter
- Selection Criteria
- School Calendar
- Sites/Hours list
- Warning Responses
- Self-Assessment Report
- Self-Assessment Improvement Plan
- Staff Training Plan
- Board Training Plan
- Policy Committee Training Plan
- Governing Body minutes showing grant application approval
- Policy Committee minutes showing grant application approval
- Governing Body approval letter
- Policy Committee approval letter

INTRODUCTION

The following Denver Great Kids Baseline Application represents Family Star Montessori School's intent to provide Head Start and Early Head Start services as a delegate agency of City and County Denver Great Kids (DGK). The application is for the upcoming grant cycle that will commence, July 1, 2023 through June 30, 2024; the first year of a five-year plan. Because this application is for the first year of the five-year plan, it follows the guidelines for a baseline application as presented by the Office of Head Start Program Instructions with Guidance – Version 3, issued in November 2017. The application was developed through a comprehensive planning and evaluation process conducted in the Winter 2022-2023.

SECTION I: PROGRAM DESIGN AND APPROACH TO SERVICE DELIVERY

SUB-SECTION A: PROGRAM GOALS

The following narrative describes how Family Star will successfully develop and begin the first year of their next five-year grant cycle. The program goals and objectives established in the narrative were reviewed, revised, and adapted into broader strategic goals for program improvement in conjunction with the goals created by Denver Great Kids through a collaborative effort between, and among, content area staff, the Policy Committee and the Board of Directors. We continue to strive to complete all previous goals and will use the first year of our five-year grant to re-establish systems and relationships while strengthening our operational approach to serve Head Start and Early Head Start children and families. The objectives were formulated to correspond to significant changes in Family Star's organizational structure, personnel changes, and operating procedures (See Supporting Documentation - Organizational Chart), and in

conjunction with the Family Self-Assessment process, and the Community Assessment conducted by Denver Great Kid's Head Start. The *Goals, Objectives, Expected Outcomes, and Tracking Methods* included as a supporting document – **Exhibit A**.

Since Denver Great Kids (DGK) formulates the programmatic goals for all delegate agencies, the DGK Community Assessment informs those goals. However, Family Star utilizes the DGK Community Assessment, our own Community Assessment, the Annual Self-Assessment results, and surveys completed by caregivers to inform programmatic objectives and action plans as well as the strategic planning process. The objectives are aligned with comprehensive services content areas such as education, family services and child services (health/nutrition/mental health/disabilities). One theme throughout the goals/objectives that aligns with the Community Assessment is the need for providing mental health and social emotional well-being resources to children, families and staff. This serves as a foundation for all other content areas to be successful. Several of the factors listed within the Community Assessment lead to trauma or Adverse Childhood Experiences (ACEs). We know that when children face those ACEs, they face more barriers to concentrating in school. According to the Center for Disease Control, longitudinal studies demonstrate experiencing a high number of ACEs as a child increases the risk of depression, heart disease, chronic illness, and other negative health outcomes in adulthood including premature death.¹ Individuals reporting ACEs are also more at risk to engage in negative health behaviors, which in turn can cause poor physical and mental health outcomes. Further, according to the Colorado Children's Campaign, "Adverse

¹ <https://www.cdc.gov/violenceprevention/acestudy/about.html>

Childhood Experiences (ACEs) are costly in terms of poor health outcomes, poor academic performance, unemployment, and incarceration...ACEs can be mitigated and prevented by the promotion of safe, stable and nurturing relationships and environments..."² By providing safe and stable environments and resources, Family Star is helping to mitigate barriers for families.

Ultimately, Family Star hopes to achieve expanding services and programs to more children and families by replicating our unique, high quality, comprehensive, inclusive program. Family Star continues to receive national, state and local recognition for the programs we provide including the Parent Possible Blue Ribbon Affiliate status. We are a humble but well-respected, long-standing member of the community for the past 30 years. We aim to impact the lives of children and families enrolled by providing opportunities to break cycles of poverty, trauma and several other high-risk factors by engaging families as the primary and most important partner along the way. Family Star truly believes in and supports a multi-generational, whole family approach. Caregivers will feel confident in their ability to engage in their child's academic and social emotional goals while working toward accomplishing goals that support their family unit. In turn, we hope to impact the greater community by supporting members of our program in becoming more impactful contributors.

SUB-SECTION A: SCHOOL READINESS GOALS

Family Star's approach to school readiness is grounded in providing high quality education through the Montessori pedagogy, which aligns with the *Head Start Early Learning Outcomes Framework (ELOF)* and Colorado State Department of Education standards. Developing a child's foundational skills from ages 0-5, provides the necessary framework for

² <https://www.colorado.gov/pacific/sites/default/files/CCC%20recommendations%20to%20commission.pdf>

children to be ready for school and sustain their development and learning gains. Therefore, Family Star is committed to meeting the diverse needs of the children in our program through an individualized education approach. Classroom environments will have materials and activities that are consistently available to the children based on their developing needs as evaluated by the teachers. The School Readiness goals are in the following areas: *Social & Emotional Development; Approaches to Learning; Perceptual, Motor, Physical Development; Language and Literacy; Cognition.*

Social and Emotional Development

- Children will demonstrate a growing ability to be self-directed and independent supported by families' knowledge of children's developmental of autonomy.
- Children will demonstrate a growing ability to self-regulate and manage their own routines and activities supported by families' knowledge of children's development of self-discipline.
- Children are provided opportunities to process feelings by matching words to feelings.
- Adults provide grace and courtesy lessons to demonstrate ways to co-exist and thrive in a community.
- The child experiences individualized lessons with built-in social responsibility because they are expected to care for and replenish materials used by the community.

Approaches to Learning

- Children will demonstrate persistence and sustained attention (concentration) in learning environments supported by parents understanding of children's development of learning capabilities and cognition.
- Children will demonstrate engagement in learning environments and joyfulness in learning supported by families' participation in and advocacy for their children's early learning experiences.
- Children are provided choices of work, individualized lessons, mixed-age groups, and an unlimited amount of time the child can engage with the activity so that the child gains an understanding of the concept.

Perceptual, Motor, Physical Development

- Children will demonstrate increased understanding of health and wellness habits and increased physical development along an individual continuum supported by families' health and wellness knowledge and practice.

- Children will demonstrate participation in health and dental care supported by their families' participation in the health and medical care system.
- Lessons are specifically designed for gross and fine motor development.

Language and Literacy

- Children will demonstrate growth in listening, speaking, reading, and writing supported by their families' engagement in best practices for language and literacy development.
- Children will demonstrate development of competency and fluency in English and Spanish, regardless of a child's first language supported by their families' support of the child's home language.
- Conversations are a vital part of the daily experience for children. Spoken language is key to the development of literacy.
- Stories, poetry, and music are integrated into the classroom on a daily basis.

Cognition

- Children will demonstrate growth in higher order thinking (including reasoning, problem-solving) by applying knowledge of the physical and social world supported by families' engagement in best practices for developing cognitive skills.
- Children will demonstrate interest in usefully participating in a broader community (school, classroom, home, neighborhood) supported by families' support of children's adaptation to these communities.
- All lessons have a beginning, middle and end and the children are taught they are a part of a process so they can identify what parts were missed.
- Each activity has a built-in control of error that allows the child to self-correct.

SUB-SECTION B: SERVICE DELIVERY**Service and Recruitment Area**

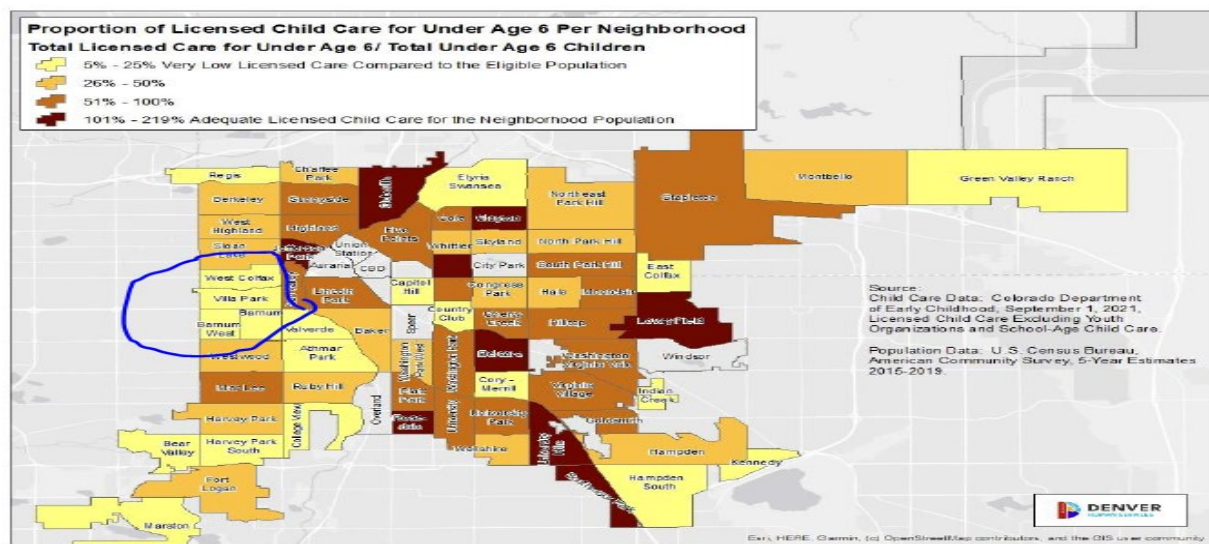
Family Star serves Early Head Start and Head Start families in the defined service area of the City and County of Denver as defined by Denver Great Kids Head Start (DGKHS). Family Star is one of 7 delegate agencies holding Early Head Start and Head Start slots to provide high quality preschool and direct services to 1,344 children and their families. 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 early childhood programs.

Although the overall number of children under the age of 5 in poverty is declining, the number of children needing childcare and comprehensive services in the areas Family Star serves is still high, particularly in the areas of: West Colfax, Sun Valley, Barnum, and Villa Park.

Figure 1 below from the 2022 Denver Great Kids Community Assessment demonstrates the areas with limited, licensed childcare options.

Figure 1: Licensed Childcare Capacity



Of the approximate 7,000 Denver children in poverty, Family Star distributes 196 slots to eligible Early Head/Head Start children, with 127 slots (12 of which are DGK EHS) serving EHS birth to three years, 55 slots serving HS three to five years and 14 Head Start-eligible children (below the federal poverty line) who are in slots funded by other sources. 51 HS slots are located in the school-based program option and are shared between our Northwest and Northeast Schools. 4 HS slots are located in the home-based and all 12 EHS slots are in our home-based

program. However, even with the recent addition of Head Start slots in home-based as a result of the RFP process, there are still EHS children aging up to HS classrooms who do not have HS spots. Family Star is committed to supporting their continued enrollment in our program in “HS-eligible/CCAP only” slots. All DGK EHS slots have been fully enrolled for the whole year and the HS slots have been fill for the majority of the year. Based on data that the Globeville-Elyria-Swansea and Southwest Denver areas continue to have the greatest need and the least amount of resources available, Family Star continues to focus recruitment efforts in these areas in the event that the waitlist can welcome external children. The designated service area for EHS and HS is the city and county of Denver.

The children and families in the areas identified face many challenges that are multilayered and intersectional. Family Star provides full-day, year-round care, and therefore, the program is in high demand because it meets the needs of families. Family Star ensures that comprehensive services provided meet the needs of the families within the DGK service area.

Looking at our most recent annual data set in the 2021 – 2022 school year, Family Star served 53 Head Start children in Denver Great Kids slots. When determining how these children qualified for services, 21 children experienced homelessness, 18 lived in households at or below 100% of the FPL, 7 received public assistance, 5 were living in foster or kinship care, 1 lived in a household with a family income between 101% and 130% of the FPL, and 1 child had their eligibility determined by other factors.

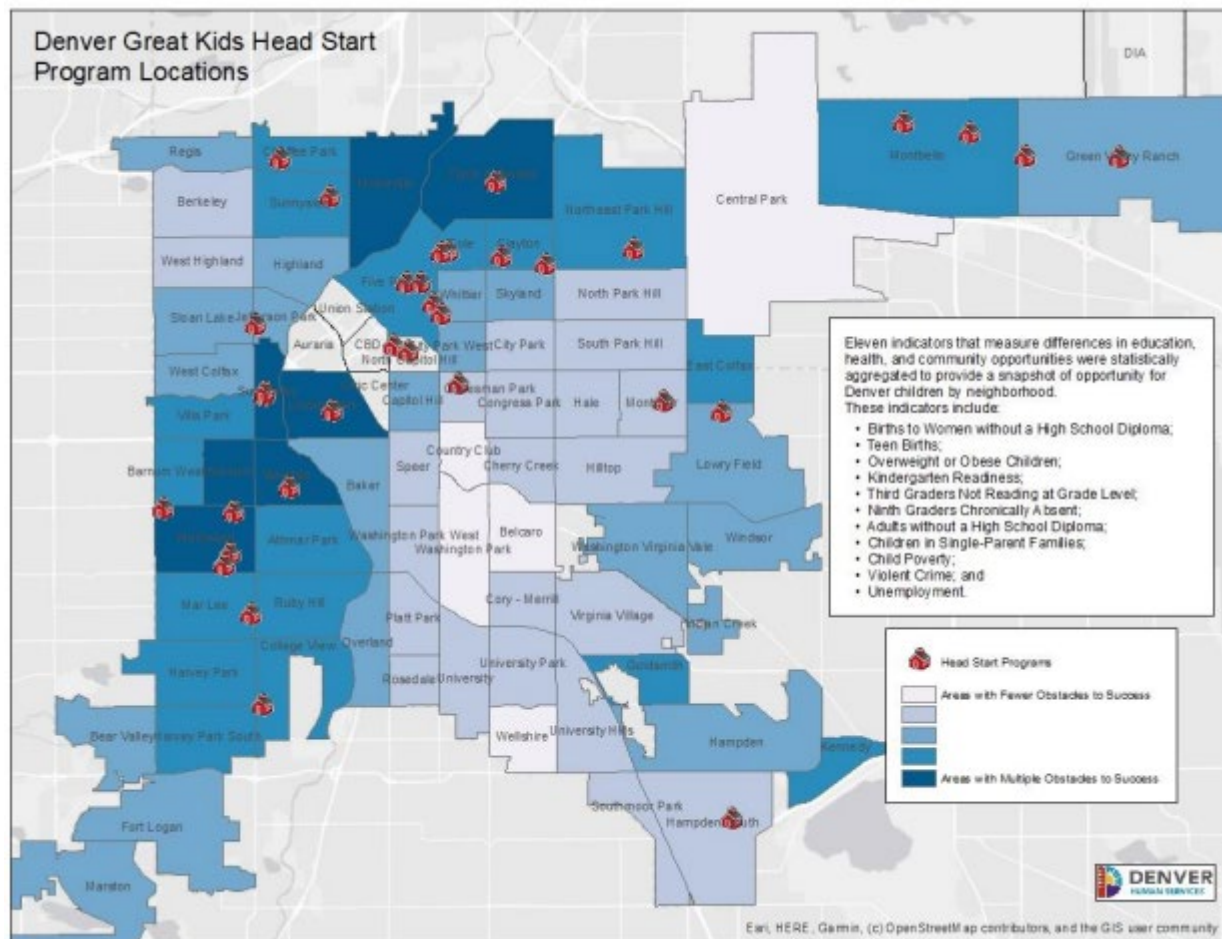
Many families that Family Star serves are either working, in school, or both, and therefore are in need of full-day, full-year care. Along with needing full-time care, many residents in these areas rely on other social services for assistance. These programs generally

include Supplemental Nutrition Assistance Program (SNAP), Women, Infants, and Children Food and Nutrition services (WIC), the Free and Reduced Lunch program, and Colorado Child Care Assistance Program (CCCAP).

Needs of Children and Families

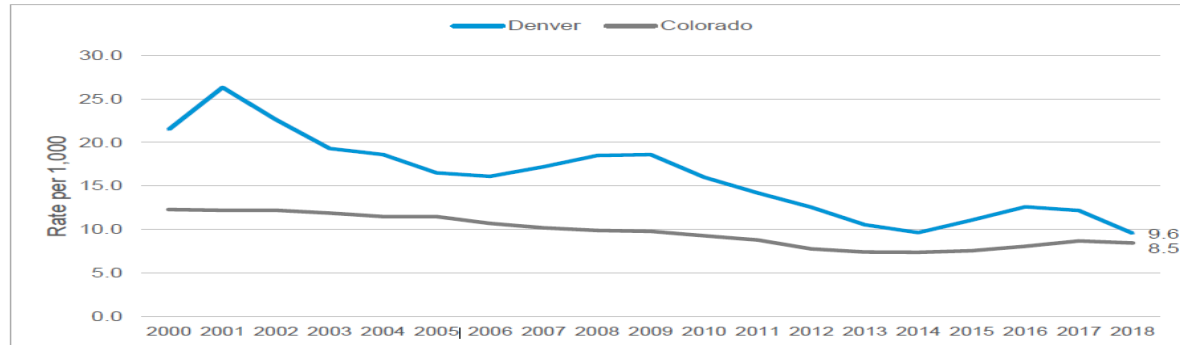
The 2022 update to the Denver Great Kids Community Assessment identifies that although there has been significant growth in population in the Denver area, the number of children under the age of 5 years old is steadily declining. Still, approximately 6,000 of children in Denver live in poverty, making them Head Start and Early Head Start eligible. Despite this overall decline in population of children under the age of five, only 31% of the city's children in need are being served. Further, 60% of those under the age of 5 are children of color and located in the areas identified with the greatest need as identified in figure 2 below which highlights 11 indicators for the well-being index. This suggests the continued need for a program that provides high quality education combined with comprehensive services.

Figure 2: 2022 Denver Child Well-Being Index and DGKHS Program Locations

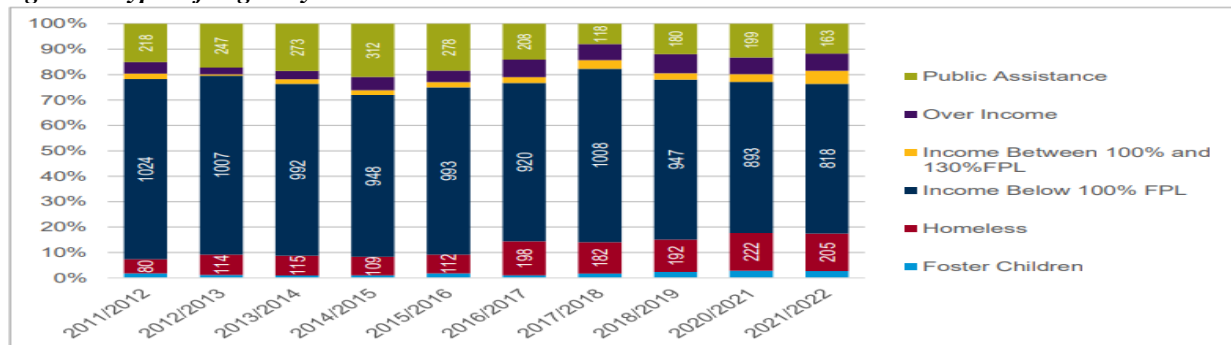


Although shifting due to gentrification of the neighborhoods that we have operated in for the past three decades, the neighborhoods that Family Star serves still has children/families facing obstacles, making the case for the importance of the services that are provided through Family Star's Head Start program.

As figure 3 from the DGK Community Assessment indicates, there are over 9,000 children under the age of 18 in "out-of-home" placements, which includes foster and kinship care. Family Star continues to experience enrollment of children in foster care. Currently, 5% of Head Start children at Family Star are in foster/kinship care.

Figure 3: Children under age 18 in out-of-home placement

According to the 2022 Community Assessment, approximately 15% of the Denver Great Kids' population meets the eligibility requirements by being homeless as identified by the McKinney-Vento Act. Figure 4 below demonstrates that there was a slight decrease from the previous year but has nearly tripled in the past ten years, which is likely a result of the increase in housing costs and gentrification of Denver neighborhoods that formerly had affordable housing options.

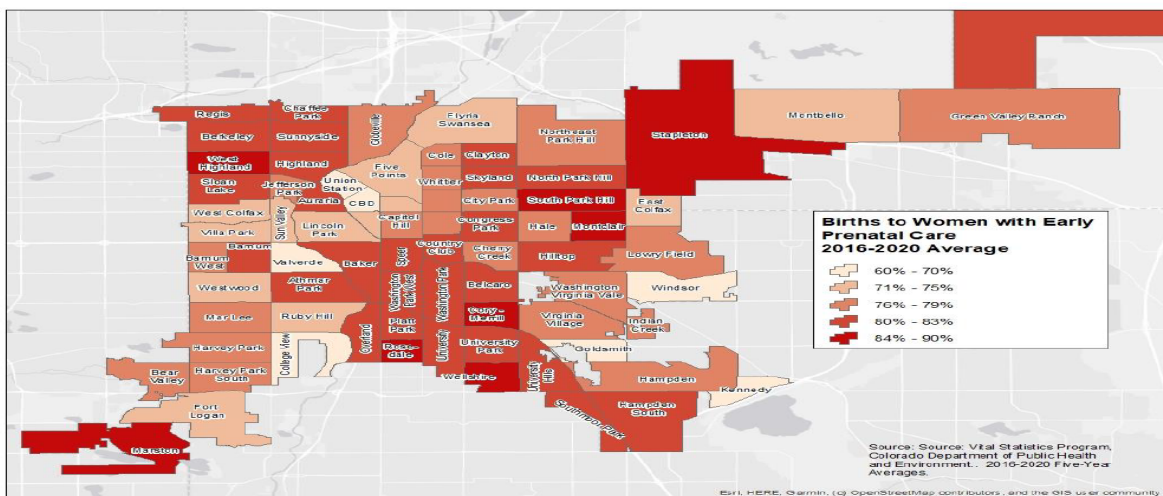
Figure 4: Types of eligibility

Notably, 29% of Head Start children at Family Star meet eligibility by being homeless, which is a slight decrease from the previous year. 23% of children in Denver Great Kids funded Early Head Start slots experience homelessness in our program.

Family Star's Community Assessment highlighted four key areas that informed the program goals, objectives and strategic vision: lack of access to early pre-natal care, impact of mental health on health outcomes, and food insecurity.

Figure 5 demonstrates that pregnant women in the neighborhoods Family Star serves statistically receive less early prenatal care, despite the fact that they have some of the highest percentages of births. Prenatal care is the first step to keeping women and their newborns healthy. Babies of mothers who do not get prenatal care are three times more likely to have a low birth weight and five times more likely to die than those born to mothers who do get care.³

Figure 5: 2022 Women Receiving Early Prenatal Care



According to the Division of Behavioral Health, approximately 1% of the children under age six, receive services through Colorado's public mental health system. Children under the age of six years with serious mental health problems have the highest unmet need for mental health

³ U.S. Department of Human Services. (2009, March 6). *Prenatal Care Fact Sheet*. Retrieved from Office on Women's Health: <http://www.womenshealth.gov/publications/our-publications/fact-sheet/prenatal-care.pdf>.

services in the state.⁴ Routine mental health screening administered as part of Early Head Start (EHS) for both children and caregivers opens the door to early intervention. Rapid cognitive, language, social and emotional development occur from birth to three, making this an essential age for early prevention and intervention.⁵ Children's Campaign Colorado suggests that screening for developmental and behavioral concerns, ACEs and maternal depression and developing strategies for referral and care coordination are integral to the prevention of ACEs in Colorado.⁶ In addition, alongside the physical risks associated with the pandemic, there is a growing body of evidence, that the pandemic will have wide-reaching mental health consequences across our community. In an attempt to monitor the changes in mental health during the pandemic, the National Center for Health Statistics collaborated with the Census Bureau to conduct a weekly "Household Pulse Survey." This survey has been used to gather estimates on the frequency of anxiety and depression symptoms during the pandemic. During the first week of July, over 40% of those surveyed in Colorado showed symptoms of both anxiety and depressive disorders; for comparison, the prevalence of these symptoms was estimated to be around 11% nationally during the same period in 2019.⁷

As a result of the Community Assessment and internal data, Family Star identified food insecurity as an area of focus for the past four years. This prompted the creation of the Food Collaborative, as originally designed through caregiver feedback. Figure 5 demonstrates that the

⁴http://www.caringforcolorado.org/sites/default/files/early_childhood_mental_health_in_colorado_5_09_13.pdf

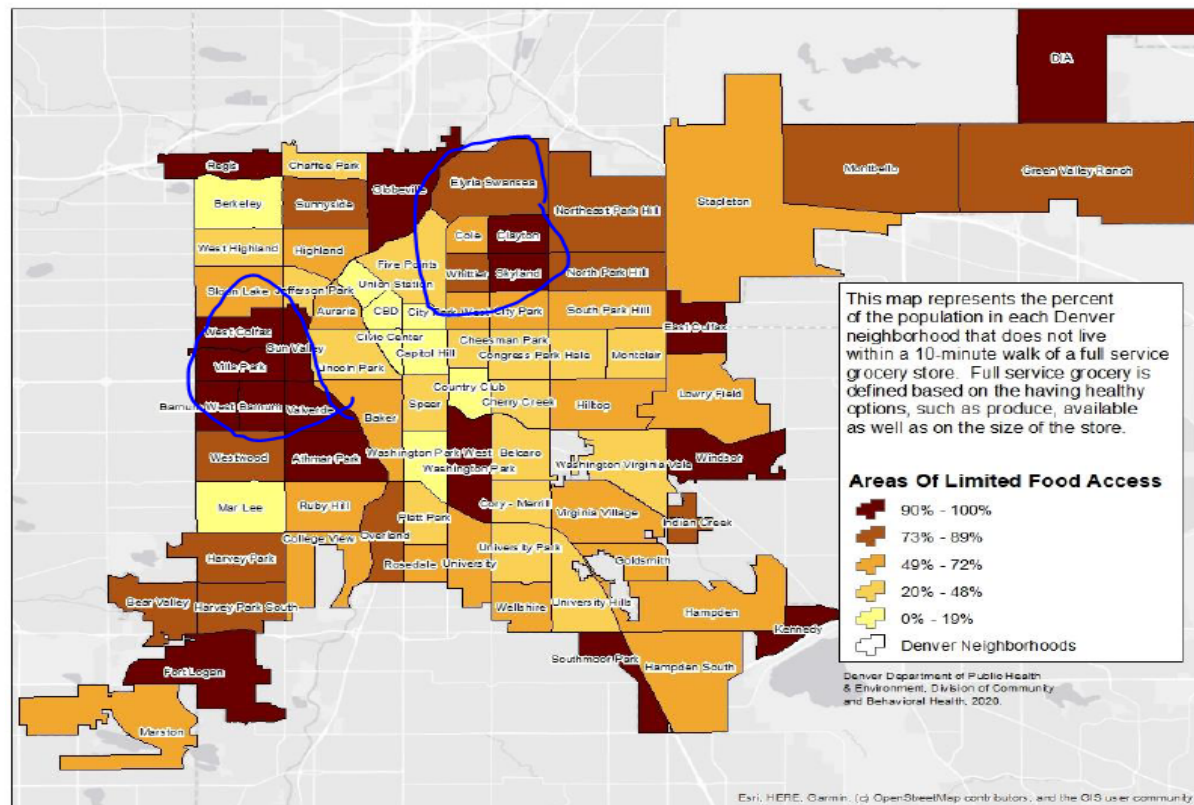
⁵http://www.caringforcolorado.org/sites/default/files/early_childhood_mental_health_in_colorado_5_09_13.pdf

⁶ <https://www.colorado.gov/pacific/sites/default/files/CCC%20recommendations%20to%20commission.pdf>

⁷ <https://www.cdc.gov/nchs/COVID-19/pulse/mental-health.htm>

areas we serve are still considered areas of limited food access. With more community programs, like ours, we are starting to see a shift in access to healthy food options for families.

Figure 5: Areas of limited food access

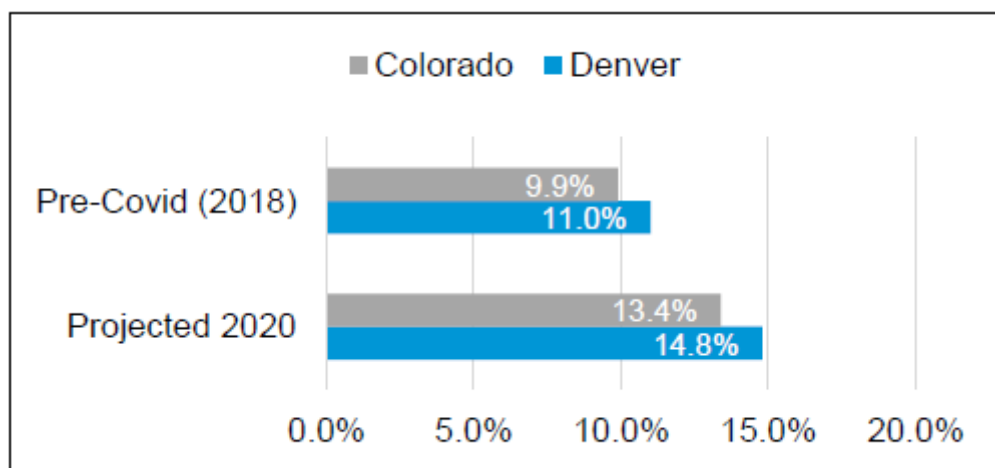


As the pandemic hit, it became apparent that there was an even greater and more urgent need to focus on food security as a resource. Figures 6 and 7 demonstrate an overall continued need to focus on providing healthy food options for children and families.

Figure 6: Food insecurity rate in Denver



Figure 7: Projected impact of the COVID19 pandemic on food insecurity



As the cost of other expenses are on the rise (housing, transportation, etc.), it leaves families with even less resources to allocate to food. According the 2022 DGK Community Assessment (pg. 42), *“in 2018, approximately 76,340 people (including 17,570 children), were estimated to be food-insecure in Denver.”*

Children in food-insecure households or households that struggle to afford food for their families, are at an increased risk for numerous health problems and added emotional and physical stress that may affect a child’s ability to succeed in school. All 46 Head Start children served by Family Star in 2022-2022 were eligible for “free and reduced lunch.” Additionally, the creation and implementation of the Food Collaborative which includes weekly fresh food distributions and a stocked, dry goods food pantry has increased access to food for children and

families over the weekend. Again, this program increased its operations at the start of the pandemic and has continued to increase in utilization throughout the course of the last year. During 2022, Family Star has distributed over 160,000 pounds of fresh food. These programs have helped sustain many households and aid to remove toxic stress surrounding meals, childcare payment, and access to health care. By removing these stressors, Family Star helps give Head Start eligible children and families a chance to progress and succeed. Family Star partners with Little Angels Catering, CACFP, Culture of Wellness in Preschools Program, WIC, Cooking Matters, the Expanded Food and Nutrition Education Program, the GrowHaus, Denver Food Rescue, Food Bank of the Rockies and Conscious Alliance.

Proposed Program Options and Funded Enrollment Slots

Family Star's Early Head/Head Start program options vary to meet the needs of children and families in the community as determined by the need identified in the Community Assessment and guided by the annual Self-Assessment process. The slot distribution chart below reflects the entire program inclusive of Early Head Start, Head Start and CCAP only and Private Pay slots and is inclusive of the new 13 slots received as a result of the RFP process in the summer/fall of 2022.

Program Option	0-3 EHS	0-3 EHS (DGK)	0-3 Private Pay	3-5 HS	3-6 Private Pay	CCAP Only 3-6	Total Capacity
Northwest	45	0	11	33	19	8	116
Northeast	18	0	6	18	16	6	64
Home Based	52	12	<i>Not available</i>	4	<i>Not available</i>	<i>Not available</i>	68
Totals	115	12	17	55	35	14	248

Centers and Facilities

At the time of this grant submission, Family Star does not have any plans to add or delete a facility or service location, nor add partners during the requested grant period. No minor renovations nor repairs are included in the budget for this continuation, only routine janitorial and maintenance. There are no planned major facilities activities such as purchase, construction, nor major renovation related to this grant application at this time.

Eligibility, Recruitment, Selection, Enrollment and Attendance

Family Star recruits widely across the city and county of Denver and continues to strengthen relationships with community agencies to enhance partnership opportunities. As an EHS and HS provider, there are greater opportunities for children to transition easily from EHS to HS within our own program. Some activities include maintaining relationships with existing partners, exploring opportunities to formulate new partnerships and utilizing word-of-mouth with currently enrolled families. Recruitment and enrollment activities include participation in local neighborhood fairs such as Pride Fest, Juneteenth, Sunnyside Fair, DPP Showcase, Denver Human Services Resources Fair as well as having a presence at local resource centers, libraries, schools and recreation centers. The Family Services leadership staff maintain a tracking sheet for recruitment activities and have set recruitment goals for each family services staff. Some of the community partners that we work with regularly include Mi Casa Resource Center, Servicios de la Raza, Denver Indian Family Resource Center, Thriving Families and Motherwise. These programs have participants that are at high-risk (unhoused, substance misuse, etc.) and often in areas with limited resources to support those needs.

Because of the increased participation from community members in the weekly food distributions, that has been utilized as a marketing and recruitment opportunity. Several families choose to have their child stay enrolled at Family Star through the kindergarten year. The Montessori model already includes the kindergarten year, based on the three-year cycle, so this was an easy option to offer to families. Family Star absorbs the loss of revenue for the formerly HS eligible children that remained enrolled for kindergarten.

One of Family Star's Child Family Advocates and Family Services Director participates in the citywide review committee of the selection criteria. Enrollment continues to be an area of focus and continuous improvement for Family Star. Various procedures and systems have been created and implemented and will continue to be evaluated for improvements in the upcoming year. In particular, there will be a greater emphasis on waitlist procedures and accountability.

While enrolling families, Family Star will continue to focus on building trusting relationships and identifying family strengths as foundational to child and family success. Since children must be present to benefit from the learning and development opportunities, Family Star will continue to work in partnership with parents to achieve school attendance rates at a minimum of 85%. Family services staff will collaborate with education staff and families to help identify and remove barriers that prevent attendance. Family services staff work with families to provide transportation resources. The Child Services Director oversees the illness management procedure and updates in accordance with state and local health agency guidelines. At times, this can result in children needing to be absent and excluded for periods of time to avoid further exposure to other children and staff. This approach supports overall health and attendance at the program. Family Star has viewed this exclusion protocol as a benefit and long-term investment. Overall, Family

Star has had a relatively low count of COVID and other respiratory illness cases, even during peaks across the Denver area. All Head Start classrooms remain fully operational since June of 2020.

Education and Child Development

Family Star is strategic in creating a detailed plan to meet the need for child development services for Head Start eligible children. The program faithfully implements an uncompromising, high quality, results driven, research-based, Montessori education program for diverse children and families of low economic status, many with language barriers. Family Star is one of four U.S. programs selected for a research study on best practices for Montessori education in low-income communities, led by the National Center for Montessori in the Public Sector and National Center for Research on Developmental Education. Montessori education supports the individual needs of each child and empowers them to achieve their own individual human potential. It is a comprehensive educational methodology based on the observation of children's needs in a variety of cultures all around the world.

Since it's inception 30 years ago, Family Star uses the Montessori curriculum that aligns with Colorado Early learning and Developmental guidelines. According to the National Center for Montessori of the public sector, the Montessori Curriculum is aligned with the *Head Start Early Learning Outcomes Framework*. Colorado early learning and development guidelines state: *Nature and nurture affect children's development. All children are shaped by a dynamic and continuous interaction between biology and experience. Montessori places intentional focus on the relationship between the child, adult, and the learning environment. Further, culture influences every aspect of human development and is reflected in childrearing beliefs and practices designed to promote healthy adaptation. Montessori environments are designed to*

reflect the varied cultures and customs of children and their families. Grounded in a belief in the inherent worth and potential of all people, educators create the space for children to explore, inquire, and discover.

Family Star was built by its founders on the belief and hope in the human potential. They also placed a huge importance on early childhood education and viewed education as an aid to life. Through a profound experience with a Montessorian, the founders saw the Montessori curriculum to be the method through which they can educate young children, their caregivers and transform lives. Family Star's approach to school readiness is grounded in the Montessori pedagogy, which aligns with the *Head Start Early Learning Outcomes Framework: Ages Birth To Five* and is therefore developmentally, socially and culturally appropriate.

To meet education-related program goals and school readiness goals, Family Star implements the Montessori pedagogy with fidelity. To ensure the curriculum is followed with fidelity, all Lead Teachers have a Montessori Diploma and receive ongoing training. All other classroom staff will receive ongoing Montessori training starting with an introduction to the Montessori philosophy, curriculum and classroom. Family Star's education department consists of a Senior Director of Education, a Montessori Education Director (MED) and a Montessori Coach (MC) to support teachers with implementation of the curriculum as well as help coach them on reaching individual and classroom goals. Other education consultants are utilized for additional observation and coaching as relevant. Teaching staff use their training and knowledge to plan individualized lessons for each child to meet their developmental needs.

The Montessori model uses a three-year cycle in multi-age groupings (zero to three years, three to six years, etc.), believing that the full potential of the child is reached after three years in

the same environment with the same teacher. Teachers are trained to meet the specific cognitive, social, and emotional needs of the children in their age group. Teachers design a three-year developmental curriculum, including learning areas in practical life, sensorial refinement, math, language, science, geography and art.

Education staff work to strengthen individualized lessons in the domain areas: Social-Emotional, Language, Literacy and Mathematics. During faculty meetings, check-in meetings, and coaching sessions, teachers have discussions on the use of the weekly lesson plans, exploration of the contact hours the children have with the didactic materials and goals for each age group. The Education Committee, that consists of the Senior Director of Education (SDE), the MED, the MC, select teaching staff,, Policy Committee members, parents/caregivers, community members, and Board members, meets to review and discuss education goals and to ensure ongoing monitoring of the School Readiness Plan.

Family Star uses the Classroom Assessment Scoring System (CLASS) as an assessment tool in the Primary (3-6) classrooms to evaluate the interaction between teaching staff and children. A CLASS Evaluator observes each 3-6 classroom using the CLASS tool twice a year. Results from those observations will be used for coaching and professional development. The SDE is a CLASS certified trainer in Infant/Toddler and Preschool and will provided ongoing support and coaching to the education department leaders and teachers as relevant. The teaching staff will identify a goal they would like to work on based on their CLASS scores and will be supported by the school leadership team and education department. To support classroom staff in understanding and implementing quality interactions in their classroom, Family Star will work to have all classroom staff attend the CLASS training.

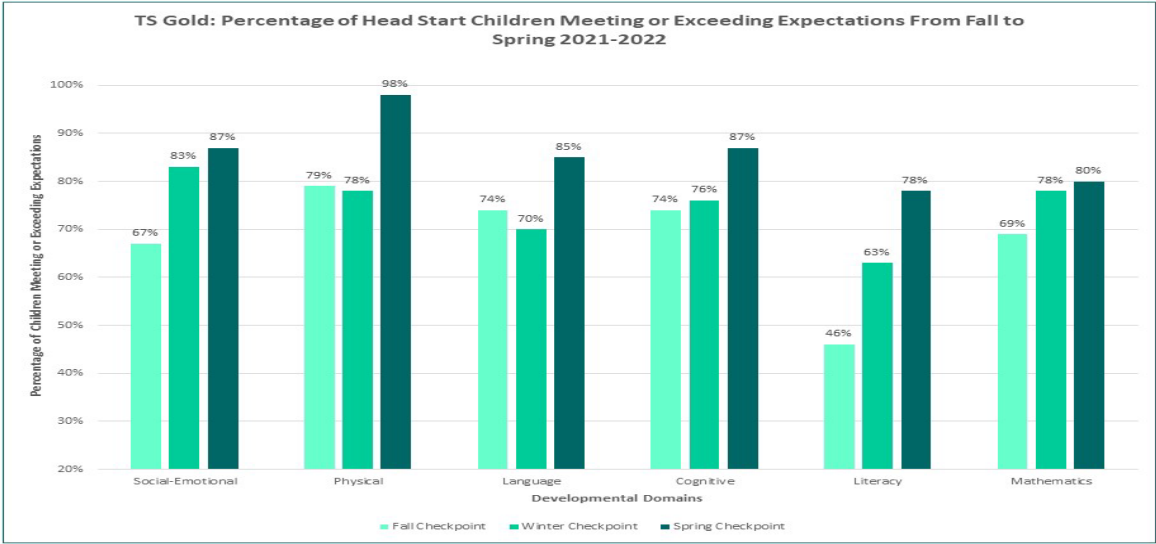
Family Star uses the Developmental Environment Rating Scale (DERS) to guide observation and support continuous improvement towards outcomes such executive functions, linguistic and cultural fluency, and social-emotional development by measuring child and adult behaviors, and environmental attributes. The DERS is a classroom observation tool designed to measure the quality of development learning environments. This tool is in alignment with the Montessori pedagogy and is deemed a reliable tool under the National Center for Montessori in the Public Sector. This tool is used in conjunction with other tools to measure other child outcomes. Currently, three of five classrooms are meeting the “optimal” scores in each area and two of the five classrooms have “high” functioning scores. Family Star’s goal is to have all Lead Teachers complete orientation on the tool and will have at least one in-house, trainer that will conduct the DERS twice a year.

Family Star uses Teaching Strategies Gold (TSG) as the child outcomes assessment tool. It has been adopted by the State of Colorado Department of Education. It is aligned with the *Early Learning Outcomes Framework (ELOF)* and follows the widely held expectations in the public school system. Teachers use observations of children to track progress and then input information into TSG. There are 3 checkpoints throughout the year – Fall, Winter, Spring. At each checkpoint, teachers finalize the data to get a benchmark of each child’s individual learning and progress. They use that data to inform instruction for the rest of the year and determine if adjustments are needed. Individual child results are also shared with caregivers during conferences. Together, the Teacher and caregiver determine areas for the child to focus on for the next few months. Child assessment data from TSG is shared with staff, the Policy Council/Policy Committee, and Board of Directors twice a year – Fall compared to Spring. Data

is organized into different categories to demonstrate different points. TSG data is included in the annual report provided to the community. Child assessment data is also reviewed as part of the Annual Self-Assessment process. Results are analyzed by program staff and guide how programmatic goals and objectives are formulated. For example, if math scores are consistently lower, materials, instruction and coaching are adapted to support an improvement in scores and learning for children. The SDE and other education staff are responsible for ensuring fidelity to TSG. They receive ongoing training and arrange for education and teaching staff to receive TSG training and follow-up coaching as needed. Additionally, TSG results are shared with DGK after each checkpoint. That data is aggregated with other delegate agencies. Finally, at the end of the program year, CCR Analytics combines child outcomes and family outcomes data into one report. That report is reviewed by all stakeholders.

Family Star Montessori employs a data-driven and individualized approach to understand, track, and support each child's developmental progress in our classrooms. Using TSG, Family Star teachers capture and document observable child progressions across six developmental and learning domains: *social emotional, physical, language, cognitive, literacy, and mathematics*. The areas of learning and development assessed in TSG align with the central domains highlighted in the *ELOF*. Additionally, since TSG relies on documenting observable behaviors in children – and the close observation of students is a central tenet of our Montessori pedagogy, TSG helps our program capitalize on the work teachers are already doing in classrooms to implement a data-informed approach that guides each child's learning experience in our program.

Family Star compiles and finalizes checkpoint data three times over the course of the school year. Each checkpoint – fall, winter, and spring – serves as opportunity to evaluate how our children are performing relative to developmentally appropriate expectations. Historically, we record significant percentage gains in the number of children meeting or exceeding TSG widely-held expectations across each developmental learning area over the course of the school year. Therefore, compared to our initial fall checkpoint, a higher percentage of children in our program typically meet or exceed developmental expectations by our final spring checkpoint. The most recent checkpoint data available, from the 2021-2022 school year, exemplifies this historical trend. As seen in the graph below, the percentage of children meeting or exceeding TSG widely-held expectations increased across each developmental area when comparing the fall 2021 and spring 2022 checkpoints for Head Start children in our program.



From the fall 2021 checkpoint to the spring 2022 checkpoint, the children meeting or exceeding standards grew by 20% in the social-emotional domain, 19% in the physical domain,

11% in the language domain, 13% in the cognitive domain, 32% in the literacy domain, and 11% in the mathematics domain. The percentage of growth documented in every developmental category, from fall to spring of the 2020-2021 school year, demonstrates the significant impact that time in our classrooms, with engaged and responsive individual care, has on our students.

At Family Star we follow the Montessori Coaching model. The Education Department, School leadership, and the Mental Health and Disabilities Manager (MHDM), and the Mental Health Specialist (MHS) collaborate to provide teachers with strategies and coaching that are both trauma-informed and aligned with the Montessori curriculum. Coaches are trained in a holistic framework for supporting Montessori teachers in classrooms. Montessori training prepares coaches to support effective, equitable Montessori classroom practice and to work with school leaders to grow and strengthen developmentally supportive practices throughout the school. We also focus on collaborative partnership within which our coaches work with teachers to share and progress on goals and planning. Coaches spend time observing the classroom environment and teacher-child interactions, then provide reflection and feedback through a continuous cycle supporting teacher growth and success. Each week, a classroom quality checklist is conducted in each classroom. The tool monitors the quality of the environment including safety and the atmosphere the teachers are providing.

The home-based program uses the evidence-based Parents As Teachers (PAT) Foundational 1 (prenatal-three) and 2 (3-5) curriculum and incorporates Montessori pedagogy as practical. Parent Educators are trained in the Foundational 1 and 2 curriculum, have prior experience working in the classroom and some hold a Montessori diploma in addition to traditional degrees.

PAT promotes a reflective approach to support partnerships between home visitors and families, the parent-child relationship, and family well-being. PAT is recognized by the Office of Head Start as an approved, research-based curriculum that supports children's development and learning in all areas of the ELOF. The curriculum promotes rich learning experiences for caregivers and children based on interests and strengths, provides guidance on culturally responsive interactions and learning experiences, and provides guidance on how to support dual language learners. At the core of the curriculum is the belief that caregivers are the first child's teacher and the Parent Educators support them in this role. Caregivers partner with their Parent Educator to provide lessons that are developmentally appropriate and aligned with the families' goals and family culture.

Parent Educators meet with their supervisor and team to discuss resources and ideas on implementation of the curriculum. The staff is provided training on Motivational Interviewing and mental health support strategies to support a holistic approach with families. Families have access to Bilingual (English/Spanish) Parent Educators and the program uses an interpretation service for families including Myanmar (Burmese), American Sign Language and other languages as needed. The home-based program provides two monthly socializations throughout the year, focusing on topics requested by families through Interest Surveys, school readiness goals, healthy eating and community outings to engage in 5-by-5 venues.

Family Star provides a developmental screening by using the Ages and Stages Questionnaire (ASQ) tool for each child within forty-five days of their enrollment and annually

thereafter. Social Emotional Screenings are conducted using the Ages and Stages Questionnaire – Social Emotional (ASQ-SE) are done twice a year.

During the enrollment process, caregivers are informed about our standard requirement for all children to receive a 45-day screening. Caregivers complete the ASQ in collaboration with teachers or at home. This process helps caregivers to participate in the screening process, learn about milestones and their child's development, ultimately increasing engagement when follow up or referral is indicated.

Health

Family Star takes a holistic approach to supporting the healthy development of children through support of the family as well as the child. By empowering caregivers with opportunities to voice their needs and strengths, to advance their health literacy, gain knowledge of nutrition and healthy living and participate in activities that promote parental mental health, we build the health of the home and the strength of the caregiver to advocate for their children's well-being.

Family Star partners with families to establish initial child health status with a focus on the promotion of appropriate preventative health and oral care through established medical and dental homes. The child's health history is evaluated for approval at the time of enrollment by their Health Advocate (HA) to ensure that any special needs are identified whether dietary, medical or otherwise. The child's individual health plan is then evaluated during the Family Partnership Agreement and goal setting process to address families' barriers more efficiently to health services.

Ongoing, the HAs track health data monthly, including well child visits and preventative care, screenings and referral follow up, and use this data to look for changes, areas for greater

support or intervention and patterns among children served. Analysis of data in conjunction with family relationships and feedback is used to illustrate and adapt which resources are effective, what new issues we are seeing in our community and what direction and focus our health literacy programming should take. Information is shared with school-based health teams and family services staff to support families to understand the importance of preventive care and ensure performance standards are met.

In addition, we include health status and health referrals in collaboration with education staff and caregivers as a vital aspect of the child's growth and development both physically and academically, utilizing the current schedule of home visits. Feedback from families during this process is used to identify areas of education that will be provided to support families in their children's goals whether COVID safety, importance of well child visits and immunizations or the recommended schedule for dental visits.

Family Star partners with Denver Health Dental Clinics to provide an initial and annual dental exam to each student. Family Star also provides support services and incentives to ensure that all children are establishing healthy oral health habits at home and are receiving appropriate preventative and follow up oral health care. Families receive oral health hygiene items for each child and educational materials so that they can be partners in promoting oral health at home. In addition, Lead Teachers have been trained by Health Child Care Colorado in the implementation of the Cavity Free Kids (CFK) curriculum in their classrooms, and Parent Educators (PEs) have been trained to work with caregivers through the CFK home-visitor curriculum.

Family Star partners with a Nurse Consultant from Children's Hospital School Health Program to ensure a safe and healthy environment for all children and staff. The Nurse

Consultant supports our program on the operational level with valuable expertise when developing and evaluating health, safety and emergency response policies and procedures. Additionally, we consult on the processes for effective identification and subsequent management of individual health needs. She also provides training on health and safety procedures to administration, classroom staff, and consults with staff and parents on specific individual health needs of children in our HS classrooms.

In an effort to meet the high level of needs of our home-based program participants, and in response to broad research on the importance of the integration of social, mental health and medical services during the prenatal stage through early childhood, Family Star has expanded the partnership with the Children's Hospital School Health Program to provide nurse consultations in conjunction with visits from the PEs. This work provides a foundation for identifying community needs and expanding capacity to provide prenatal services. Additionally, the MHS will support the PEs and home-based families with mental health screening, consultation and referral services as needed.

Family Star continually advocates for the unique needs of our children and families while collaborating with community partners. Family Star partners with Marion Downs Center to provide proven, consistent hearing, vision and speech screenings to children. Marion Downs Center additionally, in certain cases provides screenings at their offices for our home-based participants, and additional screening and assessment for all HS children as needed. This partnership gives parents the option to have continuity of care for investigating referrals and treatment or therapy services for audiology and speech at Marion Downs Center provided under the DGKHS agreement or with Medicaid benefits. The DPS Child Find Audiologist participates

in the Family Star Health Services Advisory Committee and accepts direct referrals from Family Star staff. In order to support home-based participants Family Star has also established a research-based hearing and vision screening protocol with trained staff screeners and coordinates onsite appointments at Marion Downs Center as needed.

Analysis of the community assessment and individual family assessments inform program practices and partnerships based on community strengths, interests and barriers. This type of analysis is also applied to creating strategies for building health literacy and services that are specifically tailored to the makeup of our school community. Trusting that caregivers desire to provide the best care for their children and recognizing opportunities to facilitate learning and guidance will empower parents to do so.

Family Star utilizes the mental health services provided by Denver Health to support children and caregivers. These services include social emotional supports for children individually, family support, and for classroom staff. In addition, Family Star is focusing on expanding mental health resources to support the overall health and well-being of children and families by employing a dedicated Mental Health Specialist (MHS). The MHS increases our capacity for early identification of social-emotional or behavior concerns, and effective coordination of mental health partners and services. The MHS also facilitates peer support groups with families to foster connection, resiliency and wellness in English and Spanish.

The HA, MHDM and MHS meet with school Health Team staff biweekly to coordinate services for children, follow up on individualized support plans in the classroom and ensure families are receiving any needed support in the process of follow-up and evaluation for health/mental health/nutrition/oral health needs and acquiring services. In the home-based

program, Parent Educators consult with the HA, MHDM and MHS as needed and at a monthly family services coordination meeting. Through the coordination of services, Family Star staff can provide stronger support to families and help identify intersection of health and mental health needs which leads to more efficient access to services.

Family Star is focused on food security as an essential tenet of community health and has a Food Resource Collaborative (FRC). The collaborative is an opportunity for community members to contribute their skills and resources and to make important decisions about health programming. The FRC, made up of cross content staff and caregivers, and informed by a Family Star Community Survey; is focused on expanding community partnerships in the area of food and nutrition and bringing additional resources to Family Star. The group drives what topics of nutrition education are provided and what types of food distribution are needed and culturally appropriate.

The FRC has established partnerships with Growhaus, Denver Food Rescue, Food Bank of the Rockies and Conscious Alliance to provide a variety of resources that address community need while minimizing barriers to access. These include a weekly box of farm fresh foods, emergency resources and dry goods, numerous infant and toddler foods, weekly totes delivered to home-based families, and a weekly distribution of fresh and “rescued” food that would otherwise go to waste. Caregivers decide whether or how to participate in these programs and are empowered to utilize resources as they determine appropriate for their family. Caregivers often volunteer to help pick up and distribute food to their peers. Our Fresh Food Distribution alone has been responsible for distributing on average over 7,000 pounds of food each week.

Family and Community Engagement

Family Star believes that caregivers are the first and best educators of their child(ren). Staff use inclusive language such as “caregiver” rather than “parent” in an effort to acknowledge that the role of caregiver can be broader than a traditional parent. By placing the caregiver at the forefront, we are preparing the child and the family for the journey beyond their time at Family Star. This includes providing them the resources, tools and skills to feel confident in their ability as a caregiver. Child Family Advocates (CFAs) and Parent Educators (PEs) have a robust rolodex of resources that can be used to customize their work with caregivers. Resources and referrals include housing, transportation, career/school advancement, health, food access, mental health, substance misuse, school choice, clothing, WIC, LEAP, SNAP, TANF, etc. Referrals are guided by regular interactions with families. Family services staff build relationships to support family well-being, positive relationships between parents/caregivers and their children and ongoing learning for both caregivers and children. Ultimately, the goal is for staff to work with families to help them out of crisis-mode and into a more sustainable situation.

Family Star is focused on an agency-wide effort to increase family engagement. The Family Engagement Committee meets regularly to create, monitor and modify the Family Engagement Plan (FEP). The FEP consists of objectives that align with 7 key areas of the PCFE framework as well as the ELOF and will undergo on-going monitoring. This includes meetings and topics such as Montessori pedagogy, health literacy, financial literacy, school readiness, transitions, lactation, infant sleep and conscious discipline and car seat safety, caregiver social-emotional wellness, physical wellness and resources for families during COVID. Family Star has a high level of participation of male caregivers in activities, including drop off and pick up,

but the family engagement committee will continue to review interest and additional opportunities for male caregivers.

In order to increase attendance at family engagement events, families were surveyed on the structure, time, topics, and methodology of future family engagement opportunities.

At least one caregiver participates in the Health Services Advisory Committee.

Involvement and leadership of caregivers in the Food Collaborative has been remarkable. This program was created as a result of needs identified in the Community Assessment as well as interests identified through family surveys. The initial work to start the program was almost completely caregiver-led and included gathering, sorting and tracking donated food items for the pantry. Additionally, caregivers volunteer their time on a regular basis to pick up food donations and help distribute food during weekly distributions. Through the existing partnership with Denver Food Rescue, Family Star has hired multiple caregivers to be community leaders who help with weekly food distributions.

The Caregiver Alliance for Resiliency and Emotional Support (CARES) program is evaluated annually and is modified to meet the changing needs/interests of caregivers. This program was designed in response to caregiver surveys and to align with Family Star's Family Engagement Plan in conjunction with the PCFE framework. Through survey results, it was clear that caregivers at Family Star want greater engagement with and support from their peers. They want to build their own capacity by creating stronger bonds with other caregivers facing challenges similar to their own. They desire to engage in socialization and peer learning opportunities convened by experts who will cover topics that will support their and their child's emotional well-being. This has been a valuable resource for families during a global health crisis

that has caused much uncertainty for all. Caregivers will continue to be surveyed on a regular basis to ensure topics and program design align with family interests and needs.

Family Services staff partner closely with caregivers to set goals and develop plans for achieving those goals. The process begins with family services staff completing the Strengths, Needs and Interests of Families (SNIP) with families on their caseload. The results of the SNIP determine what goals are included in the Family Partnership Agreement (FPA). Staff provide the relevant resources to families and monitor progress toward the completion of those goals. Although goals set are ultimately determined by the family, staff support families by ensuring that goals are in alignment with the key areas of the PFCE. FPA procedures are reviewed and revised by a task force to ensure relevancy and efficiency.

CFAs have caseloads ranging from 50-100, depending on the size of the center and other responsibilities they have. At a minimum, each school-based family receives two home-visits annually (more as needed and to work on goals) and home-based families receive weekly visits. However, some families require more opportunities to connect with their family service worker based on their situation, particularly if they are experiencing a crisis. In those circumstances, CFAs and PEs are connecting with those families several times a week. Caregivers also receive a weekly communication with resources and information about each content area. This allows them to follow up with relevant content area staff if additional support or information is needed.

Family Star partners with many organizations and resources to support families. Most notable is our current partnership with Denver Great Kids. This serves as a foundation for several other community partnerships. Some of our most frequently used resources include: Weecycle – provides families with materials such as diapers, formula, car seats, clothes, and other

infant/toddler items. Community Language Cooperative – provides simultaneous interpretation for caregivers. Denver Health – provides mental health consultation and collaboration for social-emotional support in classrooms. Parent Possible – provides a network and several resources for home visitation services. Denver Food Rescue – provides access to fresh and healthy foods to be distributed to families and community members. Family Star has partnerships with several resources and refers families as needed.

Family services staff work closely with families to support caregiver participation. When barriers are identified, staff determine the best resource to offer. In many cases, transportation is the largest barrier. Through a partnership with LYFT, family services staff are able to provide opportunities for caregivers to get rides to important appointments, during inclement or severe weather, or when they are getting resources such as food from the weekly distribution. Family Star provides childcare during the hours of 7:15am to 5:30pm. As indicated in surveys completed by caregivers, they preferred to have family engagement events during the day.

All family services staff are bilingual in Spanish/English. One of the CFAs also holds a degree in Spanish Translation and does all in-house translation of documents to support linguistic justice for families. Several family services staff completed the Motivational Interviewing training sponsored by Denver Great Kids. In partnership with the Denver Health Mental Health Consultants, the CFAs meet regularly to receive reflective processing/consultation. With growing needs of high-risk children and families, reflective processing is paramount to the wellness and retention of CFAs.

Family services and education staff partner together with caregivers to support maximum child attendance. Education staff monitor child attendance through regular reporting and if it's

low, family services staff are notified. In turn, they work closely with families to identify barriers that may exist and identify resources to be deployed to support caregivers with helping their child to attend. In most cases, this includes transportation services such as support with bus passes or gaining more stable, long-term transportation.

Family Star uses a combination of Parents As Teachers (PAT) and Conscious Discipline as the designated parenting curricula. Family Services staff have received training on the PAT curriculum and embeds that in the work they do with their families. The Senior Director of Education is trained in the PAT curriculum and is working to incorporate that more intentionally in the classrooms. There is a goal for teachers to receive this training.

Services for Children with Disabilities

Currently, 12% of enrolled DGK children have an Individualized Education Plan (IEP). The MHDM ensures that disabilities referrals and transitions occur in a timely manner so that the child's needs are met once identified through screening, observations or caregiver concern. Children with disabilities, suspected or identified are recruited through community partnerships with service providers. Children with an IFSP or IEP are prioritized for Head Start/Early Head Start slots. As needed, some children are referred to receive home health services through Medicaid until a HS/EHS spot is available to ensure the timely receipt of necessary services.

Classroom, Caregiver and Parent Educator observations are also an important tool to determine when a child may need additional support or a referral. The MHDM provides consultation and observation related to any concerns about a child's development. If further evaluation is needed the formal Request For Observation (RFO) process begins. Caregivers are

included in all aspects of the process and provided resources to attend meetings. The Caregiver must consent to further evaluation. A family meeting takes place including the child's teacher and family services staff as desired. Caregivers are given information in a language that is culturally and linguistically appropriate. The family is supported through all steps of the process. If the child qualifies for services and an IFSP/IEP meeting is scheduled, transportation is provided to this if needed. Caregivers also have access to notes provided by the Therapist and are informed of when the Therapist visits the classroom.

The MHDM works with Teachers, School leaders and Parent Educators (PE) to follow and understand each child's IFSP or IEP goals, accommodations, and modifications. Support plans are written to clarify any special accommodations or modifications needed. Children who are in the process of a RFO or whose caregivers have refused services may need a support plan or an intervention plan written. This plan is intended to provide supplemental support to the child and teachers. The MHDM provides consultation to PEs and home-based caregivers as needed, supporting with referrals, evaluations and accessing services.

Monthly collaboration meetings for classroom staff, MHDM, MHS, HA, MC, therapists and Mental Health Consultants are an opportunity to ensure children with suspected or identified disabilities are receiving all supports that are needed to help them be successful in the classroom. The MHDM and MHS regularly observe in classrooms in order to identify social-emotional or developmental needs and provide coaching and support to teachers as well as formalized Individual Child Success Plans to provide concrete strategies for teaching staff to support children with different needs. Data tracking forms are included with each written intervention plan to evaluate the effectiveness of the intervention.

The program capitalizes on its relationships with community partners to refer children needing additional services. Family Star continues to work with community partners to provide ongoing training for staff. Through the partnership with Denver Health, refresher trainings have been provided to staff on the functions of behavior, behavior tracking, and other relevant topics to support staff with individual child needs. Staff continue to work on supporting individual children and overall classroom support. The MHDM provides each classroom with a sensory support kit and a resource for suggested uses. Teachers have reported this has supported the social emotional growth in the classroom. Family Star will capitalize on opportunities with community partners such as Denver Health and Sewall to continue providing resources and training to staff.

Family Star is committed to being a trauma-informed program through partnerships with Resilient Futures and The Mariposa Center for Infant, Child and Family Enrichment. Trauma Informed practices help all Family Star employees support families and children in a more compassionate approach. This helps staff to evaluate their own experiences in life and how that impacts their interactions with children and families. Currently, all teachers, program and administrative staff receive group reflective consultation and individual reflective consultation. Staff receive trauma-informed training through the nine foundations of Infant Mental Health. Currently, approximately 60% of staff have completed this multi-series training. This has helped to awareness and increase support for children and families.

Transition

EHS and HS classroom staff as well as school-based and home-based teams work collaboratively to ensure smooth and supportive transitions between the program options and program models. The family services staff and School Directors hold weekly forecasting meetings to prepare for transitions. Annually, the program provides caregivers with information on transition/School Readiness information that includes connection to partnership schools and support with the DPS School Choice process.

Since the program has 127 Early Head Start slots, this provides an opportunity for children to easily transition to our Head Start slots. Because we only have 51 school-based HS slots for them to transition into, it provides a guarantee that EHS children will have a HS slot when they are ready to transition, provided they still meet eligibility guidelines. Internally, we strive to maintain children enrolled in the program through other funding sources such as CCAP or the Denver Preschool Program when Head Start funds are not an option. As practical, we work to keep children enrolled in the program for the kindergarten year. The Montessori model of a three-year cycle provides the opportunity to keep children enrolled. As needed, we will collaborate with other Denver Great Kids delegate agencies to refer Head Start eligible children to their program to maintain high quality care and education.

Services to Enrolled Pregnant Women

For 30 years, Family Star has been a leader not only locally, but nationally, for providing pre-natal services and resources. Even in the early years, a prenatal program was provided to families. Today, Family Star partners with a Nurse Consultant from the Children's Hospital School Health Program to ensure a safe and healthy environment for all prenatal families and children in our Home-Based program. Through this partnership, families have access to in-

person or virtual Home Visits with a Nurse Consultant during each trimester and 2 weeks after the child's birthdate. This is a valuable partnership that supports the health and well-being of our prenatal families. All families complete a child health record, including prenatal health factors to identify families' needs, this allows Parent Educators and the Nurse Consultant to focus on the families' health, wellness, and education to ensure a healthy birth. The Nurse Consultant is available for any of our families to meet with postpartum as needed.

Prenatal and postpartum education and resources are provided to families through their family services staff. Two of our family services staff are trained in infant massage and provide that training to caregivers. Family Star is committed to infant mental health. Some of our staff are in the process of receiving their Infant Mental Health endorsement through the Colorado Association for Infant Mental Health. All staff at Family Star, regardless of role, have or are in the process of receiving the 9 foundations of infant mental health training series. Because of our strong partnerships with several mental health partners in the community, including The Mariposa Center for Infant, Child and Family Enrichment, Resilient Futures, and Denver Health, families have access to these consultants. Family services and child services staff work closely with teaching staff to determine referrals to these resources.

Transportation

Family Star does not provide in-house transportation for families. However, the Child Family Advocates and Parent Educators work closely with families to help identify transportation resources. Both school locations are conveniently located along public transportation routes. Family Star continues to utilize Lyft for family transportation as needed. If families need transportation to get to important appointments for screenings, referrals, inclement

weather, program events, Policy Committee, transportation is provided. Further, if families need transportation to transport the food they receive from the weekly food distributions, Lyft is provided. This past year, we've had multiple caregivers who had severe and urgent medical conditions that prevented them from driving and taking public transportation. Family Star went above and beyond to secure transportation for their families to ensure their child maintained attendance at school. When relevant, bus passes are provided to families who are in crisis or need additional support.

SUB-SECTION C: GOVERNANCE, ORGANIZATIONAL AND MANAGEMENT STRUCTURES

Governance

The Board of Directors has four members with a financial background. One of these members leads the Finance Committee, which consists of members who have a combined 65 years of extensive business management and finance experience. This group includes a mix of board members, Policy Council/Policy Committee members, community members and staff and information is reviewed and shared between groups. There are four members with a legal background, one of which is a longstanding judge with the city and county of Denver. There are two members that have a Human Resources background. One member that has a background in education, with an emphasis in Montessori and public education. One member has a background in health and policy. Two members have a background in business. Two of the members are former Family Star parents and three members are parents of currently enrolled children. Three of the members are former Policy Council/Policy Committee members.

Since Family Star is a direct grantee and a delegate agency of another grantee, the program has both a Policy Council and a Policy Committee. These groups meet separately but work in conjunction with each other and the Board of Directors for shared governance. The Policy Committee consists of members that are participants in the Denver Great Kids program, including EHS and HS caregivers, and a mix of both school-based and home-based programs. The remaining roles are filled with community members. Members have a variety of backgrounds including service, retail, security, non-profit, higher education and the attorney general's office. Several members are monolingual Spanish speakers.

The governing bodies are committed to shared governance and as such, cross-pollinate between meetings. There is a Board member that participates in each Policy Committee meeting and Policy Committee representative(s) that participates in each board meeting to ensure a two-way communication flow. Head Start, Finance, and personnel reports are provided by program directors to keep the governing bodies informed of key program information.

Family Star has multiple sub-committees such as Education, Personnel, Finance, Health Services Advisory, and other ad hoc committees as needed. The committees consist of Board members, Policy Committee members and staff content area specialists. Attendance and participation at Policy Committee is high and members are engaged in important organization decisions. At times, there has been 100% member attendance at meetings and members operate meetings with independence and ownership. Recently, they were involved with important decisions regarding the changing/adding of slots through Denver Great Kids. Their ideas were focused strategically on the long-term future of Family Star and not just on the impact for their children.

Family Star partners with the Community Language Cooperative (CLC) to ensure simultaneous interpretation and linguistic justice at all meetings. A comprehensive orientation and training plan continues to be provided to Policy Committee and Board members. This has supported effective operation of meetings and responsibilities of both groups. Finally, two members from the Policy Committee serve on the City and County of Denver's Policy Council to ensure representation from Family Star. One of which serves as the Parliamentarian.

The Board of Directors initiated the strategic planning process which included all areas of the organization including staff, caregivers, Policy Council/Committee members, Board members and community partners, including Denver Great Kids. The strategic consultant gathered information from various stakeholders as well as referenced the Community Assessment and Self-Assessment results.

The Board of Directors and Policy Committee have their own By-Laws and include procedures for shared governance, conflict resolution, impasse, and nepotism.

Human Resources Management

Family Star has spent a great deal of time and has invested resources in evaluating and expanding staff to better serve the needs of the children and families. In the past five years, Family Star has expanded services, programs and the number of children and families served and therefore, needed to create an organizational structure to support that work. The full organizational chart is included as a supporting document but highlights include the designation of existing and new roles as Senior Directors and adding other program roles. The Head Start Director is now the Senior Director of Program Services (SDPS) and oversees the comprehensive services department. This department is divided into three areas: child services

(health, nutrition, mental health, disabilities), family services and data services. Within each of these areas is an organizational structure that consists of managers and specialists. When fully actualized, this will enable the SDPS to focus on high level, strategic projects for the program while supporting content area experts to have autonomy and oversight of important programmatic decisions. The Senior Director of Operations (SDO) oversees the School Directors, Facilities and IT departments and ensures that school sites are meeting local, state, and federal rules, regulations, and performance standards.

The Senior Director of Education (SDE) is responsible for maintaining a high-quality Montessori-aligned educational environment that is rigorous, consistent, and reflects the organization's vision and mission. Additionally, they are responsible for high-level education oversight including coaching and child outcomes. The Senior Director of Finance oversees finance and accounting services. The Senior Director of Human Resources ensures the recruitment and retention of high quality and qualified staff. All senior directors participate as members of the leadership team. The Executive Director position is currently and recently vacant but was most previously filled with a person who held a great deal of experience in education leadership, particularly in urban schools that primarily served low-income children. The Board of Directors will begin conducting a search for a new Executive Director in the coming months. The organizational chart is included as supporting documentation as a reference point.

Multiple cross-content meetings occur throughout the month to ensure a sharing of information across all program areas. Staff receive regular and ongoing training on Head Start requirements. Policies and procedures are created and revised in interdepartmental task forces.

Supervisors hold individual check-ins and team meetings on a weekly to monthly basis, depending on the needs of the group.

Supervision and coaching is provided regularly throughout the year and in preparation for the annual performance evaluation process. At that time, professional development goals are crafted collaboratively. Goals and progress are monitored throughout the year and modified as needed. The staff training plan, professional development days and topics, and budget for training and technical assistance are formulated based on areas identified within professional development plans. Additionally, plans are in alignment and take into consideration the findings of the annual Self-Assessment process for the program as well as the programmatic goals and objectives outlined in the EHS and HS grant applications.

Resources are allocated toward regular, highly trained staff. There is also a robust dedication of funds to temporary/substitute staff. A significant portion of the budget is allocated to training and technical assistance. The school is closed to children/families 9 days every year to allow staff to focus solely on professional development. Staff also have several opportunities to attend local and national conferences to refine their skills and knowledge. Senior leaders, managers and human resources ensure that staff have opportunities to receive ongoing training and professional development through internal/external trainings, conferences, college coursework and other opportunities.

The Professional Development Committee consists of the Human Resources Director, SDPS, the SDE and the Montessori Education Director and various education and program level staff as relevant. This committee reviews and revises the Annual Staff Training Plan and subsequently plans the details of Professional Development Days ensuring that all required

trainings are provided and hone in responsively on most needed best practice trainings to support the larger goals of the organization. Topics are crafted to align with federal, state, local and internal requirements as well as trends identified within staff professional development plans. All new employees receive a Head Start orientation and all employees receive an annual Head Start re-orientation that includes relevant updates.

Family Star has implemented systems and strictly follows guidelines to check the criminal records for all employees, consultants and contractors. Additionally, Family Star completes these background checks every five years. This procedure complies with Head Start Program performance standards. The system includes the following steps: (1) After a verbal offer is made to the selected candidate, the HR representative will email the applicant fingerprinting process instructions along with the Child Abuse and Neglect (TRAILS) form to be completed by the candidate. (2) The fingerprints will generate a letter from the Colorado Bureau of Investigation (CBI) with State criminal history record results. This acts as the state criminal history records check required by the Head Start Performance Standards. (3) If prospective staff or identified current staff members who have lived in other states prior to living in Colorado within five years of hire, these additional background checks are conducted for the previous state of residence: State Criminal History Check (SCH), State Sex Offender Registry (SSOR) Check, State Child Abuse and Neglect Registry Check (SCAN). (4) The CBI letter is generated and posted on the Colorado Bureau of Investigation website. An employee can start once the CBI clearance letter is received. However, if the FBI clearance is received first, then the employee can start with this clearance. (5) Once the completed TRAILS form is completed and returned to the HR representative, the TRAILS form is submitted online on the Office of Early Childhood

provider hub website. (6) FBI and TRAILS clearance is emailed to the School Director for classroom staff. Until the CBI, FBI, and TRAILS clearance letters are received, every newly hired employee, consultant, or contractor does not have unsupervised access to children until the background check process is complete as described in 1302.90, paragraphs (b) (1) thorough (3) of the Head Start Program Performance Standards. (7) Each employment application and complete background check will be reviewed assess the relevancy of any issue uncovered including any arrest, pending criminal charge, or conviction. Appropriate disqualification factors are used to determine whether the prospective employee can be hired or the current employee must be terminated. (8) When background check results are received, file the report in employee' confidential file. The background check can take up to 30 days to be completed. (9) In addition to the background check results filed in the employee's background check file, the background check dates will be documented on the Background Check Tracker spreadsheet. This document will track the dates for FBI, CBI/Colorado Sex Offender Registry, TRAILS background check and Out-of-State background check (when applicable). (10) As part of the 5-year background check renewal process, the Background Check Tracker will be reviewed during the last month of every quarter to ensure 5-year background checks are conducted in a timely manner. (11) The Head Start/Early Head Start Director will review the Background Check Tracker quarterly to ensure the process is being followed and Family Star in within compliance of the Head Start Program Performance Standards. Background checks include convictions for the last seven years.

Employees receive a physical health examination and tuberculosis screening on their first day of work and it includes a tuberculosis screening. Exam and TB dates, along with the TB expiration date, are recorded to track when the next exam is recommended and/or required.

Program Management and Quality Improvement

The program is committed to continuous and ongoing improvement throughout the year. Family Star uses the Annual Self-Assessment process as the main approach to identifying areas for improvement. The process reinforces a culture of honest assessment with a focus of identifying flawed processes, not blaming people. On-going monitoring with regular reporting and analysis fuels our process of rigorous continuous improvement. Staff regularly meet on a variety of program levels to discuss how Family Star can support families and lead to the well-being of children and families. Meetings and trainings are also held with caregivers to not only share information about their child but to also discover ways in which we can improve program services for all enrolled children. On-going monitoring is deeply integrated with other program services outcomes including the program management, planning and oversight.

The Self-Assessment process includes a diverse mix of staff from all levels of the organization, caregivers, Policy Council/Committee members and Board members. Collaboratively, they identified the program's strengths and areas for improvement in each of the following areas:

(1) Program Design and Management, (2) Quality Education and Child Development, (3) Quality Health Program Services, (4) Quality Family and Community Engagement, (5) Fiscal Infrastructure, and (6) ERSEA. The complete summary report and improvement plan can be

found as supporting documents submitted with the grant but below is a brief summary of the program strengths and areas for improvement.

Areas of strength:

- Continuous and ongoing response to COVID and adaptation of services as needed.
- All comprehensive services provided (and in many cases increased) without disruption of services despite COVID.
 - Includes in-person childcare for the whole school year.
 - Home-based visits continue to be conducted and have resumed in-person.
- High quality, evidence-based curricula in place: Montessori and Parents As Teachers
- Evaluated, restructured, and increased staff for greater efficiency and stability.
- Modified and streamlined enrollment documentation/process and reporting.
- Increased mental health and social-emotional services and resources for families and staff.
- Continued emphasis on Trauma-Informed training/reflective processing.
- Strict illness management protocol limited exposures and classroom closures.
- Improved health documentation process and approvals.
- Utilization of nurse consultation services.
- Focus on linguistic justice.
- Family engagement activities provided in multiple modalities and based on caregiver feedback.
- Increased monitoring of family outcomes, strengths and needs.
- Internal controls for fiscal management.
- 210,000 lbs food – meeting needs of families and community.
- Policy Council/Policy Committee (PC/PCC) engagement increased.
- Continued opportunities for shared decision making with program staff, PC/PCC and Board.
- Restarted the strategic planning process that was collaborative and included members from all levels of the organization.

Areas of continued improvement:

- Integration of health into other comprehensive areas: education/family services.

- Continued reporting of child and family outcomes.
- Evaluation and revision of policies/procedures: home visits/conferences, enrollment, re-enrollment, etc.
- Continue to stabilized enrollment process and waitlist.
- Transition procedure: implementation & involvement of caregivers.
- Assess new barriers for caregivers participating in family engagement activities and adapt.
- Ongoing training/onboarding for staff on coding of invoices, credit card statements, etc.
- Evaluate and revise financial procedures as needed.
- Overall assessment of tasks/projects and delegation for a balanced workload.
- Ongoing evaluation and allocation of staff resources.
- Ongoing cross-training in various positions.
- Implementation of the Strategic Plan.

During regular staff meetings, the team reports on-going monitoring of the Self-Assessment Improvement Plan. Family Star will continue to utilize professional days, faculty and staff meetings to communicate with and train staff on important industry changes or best practices. In addition to the Annual Self-Assessment process, file audits will be conducted at least one other time each year. Audits will be conducted by a wide variety of staff members.

Strategic planning occurs every 5-10 years and is coordinated by the Board of Directors. Strategic planning and baseline grants are formulated based on data found in the DGK and Family Star Community Assessments as well as other internal data collected about the needs of children and families. In conjunction with the submission of the EHS and DGK baseline grant applications every 5 years, the program staff, Policy Council/Policy Committee, and Board collaborate to formulate goals, objectives, and action plans for the respective content areas. Those are reviewed throughout the year and then updated annually with the submission of the continuation grant applications.

In conjunction with the Self-Assessment and Strategic Plan, staff will create work plans to address areas for improvement and work toward achieving program goals. The program goals and objectives will be reviewed on a regular basis updated at a minimum of annually with the resubmission of the grant application. Staff will receive annual performance evaluations and will discuss progress toward plans/goals during regular check-in meetings with supervisors.

Senior Directors, Directors and Managers supports staff in implementing individual professional development plans that are guided by individual performance; on-going individualized mentoring and support; knowledge and skill development; teamwork; family engagement; and, response to self-assessment, child and family outcomes reports.

The Data Manager (DM) deep knowledge and understanding of the program has allowed for the evaluation and improvement of several systems and methods for capturing, reporting and analyzing data. This has included the development and utilization of digital forms (JotForm), improved database tracking and mapping (PIR in COPA), digital document storage (COPA eDocs), and several other database improvements. The DM continues to collaborate with several team members including family services staff to ensure that data systems are reflective of needs to support families. Additionally, a Program Assistant position was created to provide support for data and overall administrative support for the team. The person hired is a Head Start parent. The Senior Director of Education and Family Services Director evaluate and report out child outcomes data to key stakeholders. Overall, several improvements and modifications were made as a result of the COVID pandemic. Although there have been several challenges faced with this pandemic, it has also provided embedded opportunities for continuous improvement.

Section II. Budget and Budget Justification

Family Star submits a comprehensive budget that aligns with the proposed approach and identifies allowable, reasonable, and allocable costs. The budget, including the training and technical assistance line item, is created and submitted in HSES. The documentation for grant approval is captured in the Policy Committee and Board minutes, and a letter of approval signed by the Policy Committee Chair and Board Chair is submitted in HSES.

Family Star's Fiscal year starts on December 1st and closes on November 30th. An annual budget is approved by the Board in October, prior to the start of the fiscal year. As part of Family Star's budget process, which starts in June, a comprehensive evaluation of the prior years' actual versus budget is formulated for each line item by Managers, Directors and Finance Committee members for each of the line items within Classroom, Salaries & Fringe, Program and G&A categories. There are 2 separate budget narratives: Head Start and Early Head Start as follows and will be consolidated at the bottom for the TOTAL amount.

Head Start

PERSONNEL:					Narrative (HS)
Child Health and Development Services Personnel	Cost for Program Option (Federal)	Cost for Training & Technical Assistance	Non-Federal Share	Number of Employees	
Content Area Coordinators: School Directors / Mental Health / Disabilities Coordinator & Health / Data Coordinator / Nutrition Manager / Education Director	62,943	-	15,736	12	2 School Directors; NW, NE Program of Operations, School Adm Staff at 5% allocation and Data Manager, Montessori Director, Education Director, Health, Nutrition, MH Disabilities and Children Services

EXHIBIT A

					Director at a % proportionately allocated.
Teachers	229,892	-	57,473	12	6 Lead Teachers @ 51% of salaries and 6 Teachers @ 51% of salaries (51 HS / 100 capacity)
Home Visitors	-	-	-	-	
Teacher Aides	51,076	-	12,769	4	4 teachers' aides @ 51% of salaries (51 HS / 100 capacity)
Personnel: Child Health and Developmental Services Personnel Sub-Total	343,911	-	85,978	28	
Family and Community Partnerships Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Child & Family Advocate & Family Service Manager & Recruitment Enrollment Coordinator	43,992	-	10,998	5	
Personnel: Family and Community Partnerships Personnel Sub-Total	43,992	-	10,998	5	
Program Design and Management Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	

Executive Director/HS Director and Other GA Staff	18,732	-	4,683	9	Executive Director, HR, Finance, Facilities & IT @ 2% allocated to HS, Sr. Dir of Program Services @3%
	-	-	-		
<i>Personnel: Program Design and Management Personnel Sub-Total</i>	18,732	-	4,683	9	
PERSONNEL TOTAL	406,635	-	101,659	42	
OTHER:	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Training or Staff Development	4,096	-	1,024		
Quality Teachers Dollars					
HB Parent Educator - Mileage	-	-	-		
SUPPLIES TOTAL	4,096	-	1,024		
DIRECT COSTS TOTAL	406,635	-	102,683	42	513,414.00
LINE-ITEM BUDGET GRAND TOTAL:	410,731	-	103,707	42	

Early Head Start

PERSONNEL:					Narrative - EHS
Child Health and Development Services Personnel	Cost for Program Option (Federal)	Cost for Training & Technical Assistance	Non-Federal Share	Number of Employees	
Content Area Coordinators: School Directors / Mental Health / Disabilities & Health / Data / Dir of Children Services / Education Director	11,041	-	2,760	5.00	MH Disabilities, Data Manager, Health Advocate & Children Services Director @ 5% (method of allocation 12 slots / 248 capacity)
Teachers	-	-	-	-	
Home Visitors / Program Support	146,465	-	36,616	4.00	Homebased Supervisor, Parent Educators & Program Support Assistant @ 100%
Teacher Aides	-	-	-	-	
<i>Personnel: Child Health and Developmental Services Personnel Sub-Total</i>	157,506	-	39,376	9	
Family and Community Partnerships Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	

Child & Family Advocate & Family Service Director & CFA Supervisor	2,902	-	726	1	Family Service Director @ 5% allocation (12 slots / 248 capacity)
<i>Personnel: Family and Community Partnerships Personnel Sub-Total</i>	2,902	-	726	1	
Program Design and Management Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Executive Director/HS Director and Other GA Staff	33,967	-	8,492	10	Executive Director, Sr. Dir of Program Services, HR, Finance, Facilities & IT @ 5% allocated (12 slots /248 capacity)
<i>Personnel: Program Design and Management Personnel Sub-Total</i>	33,967	-	8,492	10	
PERSONNEL TOTAL	194,375	-	48,594	20	
OTHER:	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Training or Staff Development	3,673	-	918		
Quality Teachers Dollars					
HB Parent Educator - Mileage	-	-	-		

SUPPLIES TOTAL	3,673	-	918	-	
DIRECT COSTS TOTAL	194,375	-	48,594	20	
LINE-ITEM BUDGET GRAND TOTAL:	198,048	-	49,512	20	247,560

The total amount of Federal Share requested on this application is \$608,779 with a corresponding Non-Federal Share Total of \$152,195 for a total of \$760,974, which is summarized down below:

HS	\$410,731 Federal Share	\$102,683 NFS
EHS	\$198,048 Federal Share	\$ 49,512 NFS

Family Star's financial management system and internal control environment maintains effective control and accountability for grant funds, property, and other assets. In accordance with Generally Accepted Accounting Principles (GAAP) and Federal guidelines, the financial systems and procedures are developed to adhere to statutes. In addition, external Auditors & CPAs perform annual audits on financials and A-133 compliance with laws and regulations on Federal awards. The most recent FY21 audited financials shows that no weakness was identified on internal controls and Family Star is a "low risk auditee." This is a critical component of the organization's financial and management system on internal controls that is maintained effectively in managing grant funds.

Non-Federal Share

Fund-raising	\$893,200	Family Star receives annual funding support from individual donors of \$143,000 and corporate contributions of \$46,000 and budgets projections are \$704,000 from Foundations for FY23, which totals to \$893,200. Of this amount, Family Star will utilize \$152,195 as NFS for both HS and EHS awards.
Volunteer in-kind contributions	\$86,060	Family Star had 99 volunteers for the 2021 program year and 977 number of hours and is calculated by the average hourly service rate. In addition, materials, supplies, and space were donated for an overall in-kind contribution of \$86,060
Building Depreciation	\$206,688	Depreciation expense for 2 buildings, playground & landscaping, furniture & fixtures at \$140,000 on the NW property located at 2246 and \$66,688 on the NE located at 2940 Curtis Street, Denver, CO.

Family Star demonstrates the ability to meet the 15% limitation on development and administrative costs by obligating the total G&A salaries amounts to \$65,874, which is 8.66% of the total HS & EHS DGK award. G & A positions that will be allocated to DGK are as follows: Facilities Manager, IT Manager, Senior Director of Program Services, Senior Director of Finance, Accounting Specialist, Senior Director of HR, HR Payroll & Benefits Specialist and Executive Director all allocated at only 8% of the total DGK HS & EHS award.

Family Star offers excellent quality, year-round, full day services and home-based services to children and families in need, due to the ability to scaffold funding from a variety of funding sources. Head Start and Early Head Start providing a major portion of the funding, and we are able to receive Child Care Assistance Program (CCAP) subsidies for extended day services, and Colorado Preschool Program (CPP) funding for children at risk. We also serve tuition paying families, which helps make our program more diverse and more sustainable.

Funding sources to support the program are as follows: Private Tuition Funds \$961,373; CACFP \$153,065,880; CCAP from Department of Human Services \$1,479,611 from various counties in the metro Denver area; DPP, CPP, ML & ECARES \$719,880; Maternal and Infant Early Childhood Home Visiting (MIECHV) \$200,0000 to support the Home Base program.

Family Star can raise funds to support Head Start and Early Head Start programs from foundations, individual and corporate contributions, totaling \$893,200.

Considering Cost Allocation: Family Star is conscientious in allocating shared costs to different funding sources. This DGK Head Start grant supports separately licensed centers in Northeast Denver and Northwest Denver and the home based in the city and county of Denver. Family Star serves a diverse group that includes low-income and private pay households. Thus, Teacher, Parent Educator, School Based Teams, Content Area Specialist, and manager/director salaries are allocated to DGK in proportion to the direct ratio of Head Start / Early Head Start versus private tuition fee children. Administration and program personnel costs are allocated based on time spent on Early Head Start/Head Start work. In addition, the EHS Expansion support the EHS homebased program and shared costs on salaries are allocated, accordingly.

Although, the cost to run the Head Start program far exceeds the DGK awarded amount, Family Star continues to utilize other sources to continue an excellent, comprehensive program afforded to the community. The sum of personnel and fringe benefits are normally between 60% and 80% of the federal budget. In this application, salaries are allocated to the grant and are greater than 80%.

Some of the Head Start classrooms have non-Head Start children enrolled serving tuition paying families. Family Star owns a property at Northwest at 2246 Federal Blvd., Denver, CO

and leases the Northeast property at 2940 Curtis Street, Denver, CO. Thus, facilities & other indirect costs are allocated proportionately between Head Start / Early Head Start versus private tuition fee children.

Family Star does not have an indirect cost agreement and therefore it is not applicable for the agency to provide one.

It is not applicable to provide a detailed narrative to accompany the proposed budget regarding one-time costs and there are no proposed conversion requests.

There are no proposed budget savings and planned use of the funds to support requests for enrollment reduction. Allocations have been formulated on the budget narrative above and are totally expended.

It is not applicable and there are no major construction or renovation of facilities for use of the Head Start grant funds for the initial or ongoing purchase, construction, and major renovation of facilities for this grant application.

Family Star Inc.
Head Start Supplemental Grant Application #08CH010552
Project Period 7/1/23 through 6/30/2028
Budget Period 7/01/23 through 6/30/24

HS: COLA 5.6%

Family Star will utilize COLA to permanently increase all EHS staff salaries by at least 5.6% as designated by the Office of Head Start. This request represents EHS COLA in the amount of \$23,348 (Federal Share) and \$5,837 (Non-Federal Share) for a total of \$29,185. The COLA increase is a **permanent increase** of at least 5.6% to the overall salary structure.

EHS: Quality Improvement (QI) 5.6%

Family Star will utilize QI to permanently increase all EHS staff salaries by at least 5.6% as designated by the Office of Head Start. This request represents EHS QI in the amount of \$12,737 (Federal Share) and \$3,184 (Non-Federal Share) for a total of \$15,921. The QI will fund a **permanent increase** of at least 5.6% to the overall salary structure.

BUDGET NARRATIVE – COLA @ \$29,185 + QI @ \$15,921 equates to \$45,106 Total Award

PERSONNEL:					Narrative (HS)
Child Health and Development Services Personnel	Cost for Program Option (Federal)	Cost for Training & Technical Assistance	Non-Federal Share	Number of Employees	
Content Area Coordinators: School Directors / Mental Health / Disabilities Coordinator & Health / Data Coordinator / Nutrition Manager / Education Director	831	-	208	12	2 School Directors; NW, NE Sr Director of Operations, School Adm Staff, Data Manager, Montessori Director, Education Director, Health, Nutrition, MH Disabilities and Children Services allocated against DGKHS HS with at least a permanent 5.6% COLA adjustment
Teachers	25,945	-	6,486	12	6 Lead Teachers & 6 Teachers allocated against DGKHS HS with at least a permanent 5.6% COLA adjustment
Home Visitors	-	-	-	-	

EXHIBIT A

Teacher Aides	6,845	-	1,711	4	4 teachers' aides allocated against DGKHS HS with at least a permanent 5.6% COLA adjustment
<i>Personnel: Child Health and Developmental Services Personnel Sub-Total</i>	33,621	-	8,405	28	
Family and Community Partnerships Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Child & Family Advocate & Family Service Manager & Recruitment Enrollment Coordinator	2,464	-	616	5	3 Child Family Advocate, 1 CFA Supervisor and 1 Family Service Director allocated against DGKHS HS with at least a permanent 5.6% COLA adjustment
<i>Personnel: Family and Community Partnerships Personnel Sub-Total</i>	2,464	-	616	5	
Program Design and Management Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Executive Director/HS Director and Other GA Staff		-		9	Executive Director, HR, Finance, Facilities & IT Sr. Dir of Program Services allocated against DGKHS HS with at least a permanent 5.6% COLA adjustment
	-	-	-		
<i>Personnel: Program Design and Management Personnel Sub-Total</i>	-	-	-	9	
PERSONNEL TOTAL	36,085	-	9,021	42	\$45,106
					TOTAL AWARD

Family Star Inc.
Early Head Start Supplemental Grant Application #[08CH010552](#)
Project Period 7/1/23 through 6/30/2028
Budget Period 7/01/23 through 6/30/24

EHS: COLA 5.6%

Family Star will utilize COLA to permanently increase all EHS staff salaries by at least 5.6% as designated by the Office of Head Start. This request represents EHS COLA in the amount of \$10,932 (Federal Share) and \$2,733 (Non-Federal Share) for a total of \$13,665. The COLA increase is a **permanent increase** of at least 5.6% to the overall salary structure.

EHS: Quality Improvement (QI) 5.6%

Family Star will utilize QI to permanently increase all EHS staff salaries by at least 5.6% as designated by the Office of Head Start. This request represents EHS QI in the amount of \$2,552 (Federal Share) and \$638 (Non-Federal Share) for a total of \$3,190. The QI will fund a **permanent increase** of at least 5.6% to the overall salary structure.

BUDGET NARRATIVE: EHS COLA @ \$13,665 + EHS QI @ \$3,190 equates to a Grand Total of \$16,855

PERSONNEL:					Narrative - EHS
Child Health and Development Services Personnel	Cost for Program Option (Federal)	Cost for Training & Technical Assistance	Non-Federal Share	Number of Employees	
Content Area Coordinators: School Directors / Mental Health / Disabilities & Health / Data / Dir of Children Services / Education Director	2,318	-	580	7.00	MH Disabilities, Data Manager, 2 Health Advocate & Children Services Director and Sr Dir of Operations allocated to EHS Expansion with at least a permanent 5.6% COLA adjustment
Teachers	-	-	-	-	
Home Visitors / Program Support	8,202	-	2,051	4.00	Homebased Supervisor, Parent Educators & Program Support Assistant @ 100% allocated to EHS Expansion with at least a permanent 5.6% COLA adjustment

Teacher Aides	-	-	-	-	
Personnel: Child Health and Developmental Services Personnel Sub-Total	10,520	-	2,631	11	
Family and Community Partnerships Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Child & Family Advocate & Family Service Director & CFA Supervisor	773	-	193	1	Family Service Director @ 5% allocation (12 slots / 248 capacity)
Personnel: Family and Community Partnerships Personnel Sub-Total	773	-	193	1	
Program Design and Management Personnel	Cost for Program Option	Cost for Training and Technical Assistance	Non-Federal Share	Number of Employees	
Executive Director/HS Director and Other GA Staff	2,191	-	547	10	Executive Director, Sr. Dir of Program Services, HR, Finance, Facilities & IT allocated to EHS Expansion with at least a permanent 5.6% COLA adjustment
Personnel: Program Design and Management Personnel Sub-Total	2,191	-	547	10	
PERSONNEL TOTAL	13,484	-	3,371	22	

EXHIBIT B



Office of Head Start

08CH010552-006 - Family Star Montessori School

FY2023 - 07/01/2023-06/30/2024 - Non-Competing Continuation

Head Start - Summary

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Line Item Budget Total	\$406,635	\$4,096	\$102,683	42

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Personnel Total	\$406,635	\$0	\$101,659	42

Personnel: Child Health and Development Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Program Managers and Content Area Experts	\$62,943	\$0	\$15,736	12
Teachers / Infant Toddler Teachers	\$229,892	\$0	\$57,473	12
Teacher Aides and Other Education Personnel	\$51,076	\$0	\$12,769	4
Total	\$343,911	\$0	\$85,978	28

Personnel: Family and Community Partnership Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Other Family and Community Partnerships Personnel - Other Family and Community Partnerships Personnel	\$43,992	\$0	\$10,998	5

Personnel: Program Design and Management Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Executive Director / Other Supervisor of HS Director	\$3,708	\$0	\$927	1
Head Start / Early Head Start Director	\$2,813	\$0	\$703	1
Fiscal Personnel	\$5,125	\$0	\$1,281	3
Other Administrative Personnel - Sr Dir of HR Payroll / Benefits Specialist	\$4,625	\$0	\$1,156	2

EXHIBIT B

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Total	\$16,271	\$0	\$4,067	7

Personnel: Other Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Maintenance Personnel	\$1,311	\$0	\$328	1
Other Personnel - Other Personnel - IT Manager	\$1,150	\$0	\$288	1
Total	\$2,461	\$0	\$616	2

Other

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Training or Staff Development	\$0	\$4,096	\$1,024	

Direct Costs

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Direct Costs Total	\$406,635	\$4,096	\$102,683	42

EXHIBIT B



Office of Head Start

08CH010552-206 - Family Star

FY2023 - 07/01/2023-06/30/2024 - Supplement – COLA and Quality Improvement

Early Head Start - Summary

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Line Item Budget Total	\$13,484	\$0	\$3,371	21

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Personnel Total	\$13,484	\$0	\$3,371	21

Personnel: Child Health and Development Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Program Managers and Content Area Experts	\$2,318	\$0	\$580	7
Home Visitors	\$8,202	\$0	\$2,051	4
Total	\$10,520	\$0	\$2,631	11

Personnel: Family and Community Partnership Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Other Family and Community Partnerships Personnel - Other Family and Community Partnerships Personnel	\$773	\$0	\$193	1

Personnel: Program Design and Management Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Executive Director / Other Supervisor of HS Director	\$446	\$0	\$111	1
Head Start / Early Head Start Director	\$274	\$0	\$68	1
Fiscal Personnel	\$617	\$0	\$154	3
Other Administrative Personnel - Sr Dir of HR & Payroll & Benefits Specialist	\$557	\$0	\$139	2
Total	\$1,894	\$0	\$472	7

EXHIBIT B

Personnel: Other Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Maintenance Personnel	\$158	\$0	\$40	1
Other Personnel - IT Manager	\$139	\$0	\$35	1
Total	\$297	\$0	\$75	2

Direct Costs

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Direct Costs Total	\$13,484	\$0	\$3,371	21

EXHIBIT B



Office of Head Start

08CH010552-006 - Family Star Montessori School

FY2023 - 07/01/2023-06/30/2024 - Supplement – COLA and Quality Improvement

Head Start - Summary

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Line Item Budget Total	\$36,085	\$0	\$9,021	26

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Personnel Total	\$36,085	\$0	\$9,021	26

Personnel: Child Health and Development Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Program Managers and Content Area Experts	\$831	\$0	\$208	5
Teachers / Infant Toddler Teachers	\$25,945	\$0	\$6,486	12
Teacher Aides and Other Education Personnel	\$6,845	\$0	\$1,711	4
Total	\$33,621	\$0	\$8,405	21

Personnel: Family and Community Partnership Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Other Family and Community Partnerships Personnel - Other Family and Community Partnerships Personnel	\$2,464	\$0	\$616	5

Direct Costs

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Direct Costs Total	\$36,085	\$0	\$9,021	26

EXHIBIT B

**Office of Head Start**

08CH010552-206 - Family Star

FY2023 - 07/01/2023-06/30/2024 - Non-Competing Continuation

Early Head Start - Summary

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Line Item Budget Total	\$194,375	\$3,673	\$49,512	20

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Personnel Total	\$194,375	\$0	\$48,594	20

Personnel: Child Health and Development Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Program Managers and Content Area Experts	\$11,041	\$0	\$2,760	5
Home Visitors	\$146,465	\$0	\$36,616	4
Total	\$157,506	\$0	\$39,376	9

Personnel: Family and Community Partnership Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Other Family and Community Partnerships Personnel - Other Family and Community Partnerships Personnel	\$2,902	\$0	\$726	1

Personnel: Program Design and Management Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Executive Director / Other Supervisor of HS Director	\$6,180	\$0	\$1,545	1
Head Start / Early Head Start Director	\$4,546	\$0	\$1,137	1
Fiscal Personnel	\$8,541	\$0	\$2,135	3
Other Administrative Personnel - Sr Dir of HR Payroll / Benefits Specialist	\$10,597	\$0	\$2,649	3
Total	\$29,864	\$0	\$7,466	8

EXHIBIT B

Personnel: Other Personnel

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Maintenance Personnel	\$2,186	\$0	\$547	1
Other Personnel - IT Manager	\$1,917	\$0	\$479	1
Total	\$4,103	\$0	\$1,026	2

Other

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Training or Staff Development	\$0	\$3,673	\$918	

Direct Costs

	<i>Cost for Program Operation</i>	<i>Cost for Training Technical Assistance</i>	<i>Non-Federal Share</i>	<i>Number of Employees</i>
Direct Costs Total	\$194,375	\$3,673	\$49,512	20

FAMILY STAR MONTESSORI SCHOOL
2023-24 School Calendar

August 2023						
S	M	T	W	T	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 2023						
S	M	T	W	T	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 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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November 2023						
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December 2023						
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31						

January 2024						
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28	29	30	31			

Holiday, NO SCHOOL	
Labor Day	September 4, 2023
Thanksgiving Day Break	November 23-24, 2023
Christmas Day	December 25, 2023
New Year's Day	January 1, 2024
Martin Luther King, Jr. Day	January 15, 2024
President's Day	February 19, 2024
Memorial Day	May 27, 2024
Juneteenth Day	June 19, 2024
Independence Day Break	July 4-5, 2024

Breaks, NO SCHOOL	
Summer Break	August 7-11, 2023
Winter Break	December 18-29, 2023
Spring Break	March 25-29, 2024

Staff Professional Development Days, NO SCHOOL	
August 14-16, 2023	January 2, 2024
October 13, 2023	February 16, 2024
October 16, 2023	June 17-18, 2024

COUNT DAY IS OCTOBER 2, 2023 Please make sure your child is in attendance!

Policy Council & Policy Committee 2nd Tuesday of every month 5:30-7:00 pm
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Parent Committee: TBD

Family Engagement Opportunities announced monthly

Northwest Center (NW) * 2246 Federal Blvd. (303) 477-7827 | Northeast Center (NE) * 2940 Curtis St. (303) 295-7711

February 2024						
S	M	T	W	T	F	S
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March 2024						
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April 2024						
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May 2024						
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June 2024						
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July 2024						
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28	29	30	31			

Denver Great Kids Head Start - Program Year 28 Report Schedule

EXHIBIT D

REPORT TYPE	NAME AND DESCRIPTION	DUE DATE	RESPONSIBLE PARTY	DELIVERY METHOD
ENROLLMENT	Comprehensive Template	5th of Every Month	Cross-Content Areas	Data Connector
ATTENDANCE	Attendance Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
PHYSICAL HEALTH	Comprehensive Template	5th of Every Month	Health Coordinator	Data Connector
Marion Downs Referrals	Marion Downs Referral Template	January 15, July 30	Health Coordinator	Denverheadstart@denvergov.org
MENTAL HEALTH	Mental Health Template	10th of Every Month	Mental Health Contact	Data Connector
DISABILITIES	Disabilities Template	10th of Every Month	Disabilities Contact	Data Connector
FAMILY SERVICES	Comprehensive Template	5th of Every Month	Family Services/ ERSEA Coordinator	Data Connector
FAMILY SERVICES	FPA's, Strength and Needs	Ongoing	Family Services/ERSEA Coordinator	Data Connector
FAMILY SERVICES	Recruitment Template	5 th of Every Month	Family Services/ERSEA Coordinator	Data Connector
EDUCATION	Raw TSGOLD data	Fall, Winter, Spring	Education Coordinators	Data Connector
EDUCATION	CLASS Scores: ALL Classrooms	DEC 15th & MAY 15th	Education Coordinators	Data Connector
EDUCATION	Coaching Logs	10 th of Every Month	Education Coordinators	Denverheadstart@denvergov.org
FINANCIAL	Invoice - Variance Report, General Ledger Detail, GL Summary, and receipts for purchases >\$1K	21st of Every Month		Denverheadstart@denvergov.org
FINANCIAL	USDA Reimbursement Report	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	USDA/CACFP Compliance Review Report	With 30 Days of Receipt		Denverheadstart@denvergov.org
FINANCIAL	Admin and Developmental Costs	Last Business Day of Month Following QTR end (Jan, Apr, Jul, Oct)		Denverheadstart@denvergov.org
FINANCIAL	Program Budget PY28 July 2023 to June 2024	Annually, FEB 10 2024		Denverheadstart@denvergov.org
FINANCIAL	Single Audit Report	Annually, MAR 2024		Denverheadstart@denvergov.org
FINANCIAL	Inventory Report with Certification of Physical Inventory	Annually, JUL 31 2024		Denverheadstart@denvergov.org
FINANCIAL	Certificate of Insurance PY 28 July 2023 to June 2024	Current at time of contract - Annually, MAR 1 2024		Denverheadstart@denvergov.org
FINANCIAL	Budget Projection	November 2023 and March 2024		Denverheadstart@denvergov.org
GRANTOR ADMIN REPORTS	Monitoring Reports/ Plans	ONGOING		Delegate Head Start Director
GRANTOR ADMIN REPORTS	Policies and Procedures	July 15	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
GRANTOR ADMIN REPORTS	Licensing Reports/Findings of DGKHS HS and EHS Facilities	Within 48 Hours of Delegate Agency Receipt of Any Local/State Licensing Report	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
GRANTOR ADMIN REPORTS	Policy Council Minutes	Last Business Day of Month Following Meeting	DGKHS Office Manager	Delegate Head Start Director
DELEGATE ADMIN REPORTS	Self-Assessment	JAN 31st	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Council Delegate Report	5th Day of Every Month or Following Day if Holiday	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee/Council Member Reports	OCT 30 and as Appointments are made	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Policy Committee Minutes	Last Business Day of Month Following Meeting	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Delegate Grant Application	JAN 30th	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director
DELEGATE ADMIN REPORTS	Personnel Report	Last business day of Oct., Jan., April and July	Delegate Director	hsreports@denvergov.org / DGKHS Executive Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/9/2022

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).

PRODUCER CCIG 155 Inverness Drive West Englewood, CO 80112	CONTACT NAME: Julie Robins, CIC PHONE (A/C, No, Ext): (720) 212-2026 FAX (A/C, No): (720) 212-2026 E-MAIL ADDRESS: Julie.Robins@thinkccig.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Secura Insurance Companies INSURER B: Pinnacol Assurance INSURER C: Philadelphia Insurance Company INSURER D: The Hartford Insurance Group INSURER E: INSURER F:
INSURED Family Star Inc 2246 Federal Blvd Denver, CO 80211	NAIC # 22543 41190 22357

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molest \$1M/\$2M <input checked="" type="checkbox"/> Prof Liab \$1M/\$3M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Crime - EE theft (Incl Burglary)	X		CP3277517	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Deduct: \$500 \$ 50,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CP3277517	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU3277518	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	3051917	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	CFID, D&O, EPL			PHSD1676058	12/1/2022	12/1/2023	Per Claim 1,000,000
D	Student Accident			34BSR102274	12/1/2022	12/1/2023	Accident Medical 50,000

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

As required by written contract or written agreement, Office of Children's Affair and the City and County of Denver are included as Additional Insured under General Liability with respect to funding.

CERTIFICATE HOLDER

CANCELLATION

Office of Children's Affair City and County of Denver 201 W Colfax Avenue Denver, CO 80202	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
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Family Sites and Hours of Operation

Northwest School

2246 Federal Blvd

Denver, CO 80211

Hours: 7:15am-5:30pm, M-F

Northeast School

2940 Curtis St

Denver, CO 80205

Hours: 7:15am-5:30pm, M-F

EXHIBIT G

TITLE II - REVISED MUNICIPAL CODE

Chapter 20 - FINANCE

ARTICLE IV. - CONTRACTS, PURCHASES AND CONVEYANCES

DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS

DIVISION 3. TREATMENT OF EMPLOYEES ASSOCIATED WITH CITY CONTRACTS**Sec. 20-76. Payment of prevailing wages.**

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

EXHIBIT G

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

(c) *Determination of prevailing wages.*

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

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

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

EXHIBIT G

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

EXHIBIT G

- 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

EXHIBIT G

- 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

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

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

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

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

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

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- any type of construction work, when such violation occurred in the course of a contract, and when such violation demonstrates an intent by a contractor to evade the requirements of section 20-76 for the payment of prevailing wages.
- (5) Any violations described in D.R.M.C. section 28-77.
 - (6) Conviction of a criminal offense under local, state, or federal law or entry of a civil judgment for embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, fraud, unfair trade practices, violation of state or federal antitrust statutes, or other law indicating a lack of business integrity or business honesty by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
 - (7) Conviction of a criminal offense or entry of a civil judgment related to obtaining or attempting to obtain a public or private contract or subcontract, including, but not limited to, bid rigging or collusion by a contractor or an officer, director, partner, manager, key employee, or other principal of a contractor.
 - (8) Serious violation of the terms of one or more contracts with the city, including willful material failure to perform, following notice of such failure, or a history of material failure to perform, or of materially unsatisfactory performance of one or more contracts with the city.
 - (9) Current debarment by any other governmental entity based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity.
 - (10) Any other cause of so serious or compelling a nature that it affects the present responsibility of a contractor or subcontractor.
 - (11) Any violations of or described in D.R.M.C. section 20-80.
 - (12) Any violations of or described in D.R.M.C. sections 20-82 through 20-84.
 - (13) The term "grounds for debarment" shall not include any isolated or insubstantial violation of law that is promptly corrected by a contractor in accordance with the requirements of the city.
- (d) *Reports to debarment board.* Any officer or employee of the city responsible for enforcing the laws set forth in paragraph (4) of subsection (c) of this section, or for the administration of the contracts of the city shall promptly report to the debarment board in writing any grounds for debarment coming to the attention of the officer or employee. Submittal of such a report to the board by an officer or employee who is on the board or who works under any member of the board shall not disqualify on its own that board member from serving his or her duties on the board with regard to the submitted report.
- (e) *Debarment investigation; notice to contractor.*
- (1) Following the receipt of a report of grounds for debarment under subsection (d), the debarment board shall conduct an investigation. After the board has made an initial investigation of the facts and circumstances underlying the report, the board shall send a written notice of investigation to the contractor against whom the report was made. Such notice shall be sent by certified mail, return receipt requested, and shall contain a concise statement of the report and the underlying facts and circumstances as they appear to the debarment board at the time of the notice. The notice shall inform the contractor that it has twenty (20) business days in which to respond to the board in writing.
 - (2) The contractor's response shall include a statement of the following:
 - (i) Which, if any, of the facts cited in the notice the contractor does not contest;
 - (ii) Any facts not included in the notice which the contractor believes to be relevant to the investigation;

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

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

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

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

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

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

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

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

(Code 1950, § 161.1G)

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



Head Start Eligibility Verification Form

1. Child's name: _____

2. Child's date of birth: _____

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

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

5. Indicate the applicable eligibility criterion for this child:

☐ Experiencing Homelessness

☐ Foster care

☐ Public assistance (TANF, SSI, SNAP)

☐ Income at or below 100% poverty guidelines

☐ Other (up to 10% may fall into this category, up to 49% for AI/AN programs)

☐ Income between 100-130% poverty guidelines (up to 35% may fall into this category)

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

☐ Income Tax Form 1040

☐ W-2

☐ TANF documentation

☐ SSI documentation

☐ SNAP documentation

☐ Pay stub or earnings statements

☐ Unemployment documentation

☐ Written statement (employer, service provider)

☐ Foster care reimbursement

☐ Family signed declaration

☐ Other, please describe:

7. Staff signature: _____

Date: _____

8. Staff name: _____

Title: _____

Notes: